

COMMUNITY AND COMMERCIAL USE OF FACILITIES AND GROUNDS - GENERAL TERMS AND CONDITIONS

1. Scope

This Appendix encompasses all District facilities and grounds. Specific types of uses or the use of schools during school hours may also be covered by other administrative procedures.

2. Booking Approval

- 2.1. An historical user group (that is, a user group which was issued a contract for the use of a facility or grounds in the year immediately preceding a current application for use), has right-of-first-refusal for time, day and facility or grounds area only, provided such group submits a renewal application within District booking deadlines.
- 2.2. All new and renewal applications must be made on the appropriate form, and must be submitted to the District for contract arrangements. All requests for use of a school or grounds by any user group prior to 5 pm on school days must be approved by the Principal responsible for the site, not unreasonably withheld. Claims of unreasonably withheld approval shall be adjudicated by the Secretary-Treasurer.
- 2.3. Despite historical rights, any user may be bumped from a particular time, day or facility or grounds based on the priority of use noted in Administrative Procedure 553. The group doing the bumping is expected to give as much notice as is possible.
- 2.4. The Facility/Grounds Rental Contract is not valid until approved by the appropriate signing authorities of the District and the user group, and the appropriate payment has been received.

3. User Fees

- 3.1. User fees are comprised of three parts:
 - 3.1.1. Facility and/or grounds rental charges;
 - 3.1.2. Contract fees;
 - 3.1.3. Extra fees such as building engineer/custodian charges.
- 3.2. User groups will be assessed rental charges according to the related procedure except as where determined by the BC Elections Act and the Canada Elections Act. Rental charges are set periodically after regular review by the District to reflect community standards in other Lower Mainland public organizations and school districts. The charges are designed to help offset costs of utilities, routine maintenance, custodial, administration, and depreciation as well as compensating the site for facilitating the access.
- 3.3. Commercial rates are market based rates, meant to collect in excess of the all-in cost of providing the space, but not so high as to preclude use. Rates will be at a minimum 20% higher than community rates.

- 3.4. Community rates are market based rates, set at a discount to the commercial rates, but at no time shall they be set at less than the all-in cost of providing the space.
 - 3.5. Rental rates, contract fees and charges for building engineer/custodian will vary according to the type of group, its activity, and the facility or grounds used. Rental charges, contract fees, and charges for custodial and security shall be agreed to in writing by the renter(s) before authorization or access is permitted. Where payment is required, it shall be in advance and may include a security deposit.
 - 3.6. Failure to discharge indebtedness may result in the immediate cancellation of facility and/or grounds usage privileges.
 - 3.7. No staff member of the District is to accept gratuities from groups in exchange for reserving District facilities and grounds.
4. Rental Terms and Conditions
- 4.1. All groups, regardless of their hours of operation, are required to have a rental agreement with the District, arranged through the Rentals and Leases Department.
 - 4.2. All facilities are rented on an as-is basis. This applies to suitability, condition, and services.
 - 4.3. Individuals or groups renting school facilities must comply with all Board policies, administrative procedures and City by-laws and regulations. These include not smoking or drinking on school grounds, using only fire proof props, not exceeding the seating capacity, and keeping exits clear.
 - 4.4. All persons or groups renting school facilities are required to provide adequate supervision of users. Any damage done to the facility or equipment is the responsibility of the user group.
 - 4.5. Groups using school facilities and grounds shall accept responsibility for the cost of damage to the building or to equipment and loss/theft of equipment during the rental period. Failure to make restitution to the District for these costs may result in legal action and future use privileges will be forfeited.
 - 4.6. Equipment is not included except basketball hoops, badminton and volleyball nets in the gymnasium. The use of any school equipment or District equipment is to be arranged directly with school administration or the relevant District department.
 - 4.7. External equipment being used in District facilities by user groups may be subject to approval. Stage or property fixtures may be left on stage or stored in the school with the permission of the Principal. The District will not be responsible for any property left on school premises.
 - 4.8. Except for internal bookings, the applicable tax is to be added to all facility and/or groups rental charges and contract fees and building engineer/custodian charges.
 - 4.9. Cooking and food preparation is subject to additional District and regulatory approval and, if approved, may result in additional charges.
 - 4.10. Prior to 10 pm on school days, or when a building engineer/custodian is normally present, user groups will not normally be assessed any additional fees for building engineer/custodian services, unless additional supervisory or janitorial services are required, as determined by the Manager of Operations.

- 4.11. All Community and Commercial contracts are subject to a \$25 charge for processing. Any subsequent change of the contract will result in an additional \$25 fee. In the event of a cancellation of a contract initiated by the user group, \$25 will be deducted from the refunded amount for all bookings with 48 business hours or more notice. In the event of a cancellation with less than 48 business hours notice, there will be no refund. In the event of a cancellation by the District, including cancellations as a result of field closures, a full refund will be given.
- 4.12. Internal bookings must be made on a "School Use" booking form (Form 553-1), and for the booking to qualify for the "School Use" waived hourly rate, the activity must be authorized, organized and supervised by the school, and be for the primary benefit of District students and be at no cost to the students or be a fundraiser with all monies going to a school bank account for the primary benefit of District students. In cases where rental fees are waived, the actual out-of-pocket expenses will still apply.
- 4.13. Individuals or organizations who wish to rent District facilities or grounds must include in their advertising the fact that the rental of District school facilities does not necessarily constitute District support for the program.

5. Waiver of Rental Fees

- 5.1. A request for the waiving of rental fees is to be submitted in writing to the Secretary-Treasurer for consideration. Guidelines for agreements signed and authorized by the Secretary-Treasurer are as follows:
 - 5.1.1. Anticipates rental of District space.
 - 5.1.2. Specifies financial responsibility for personnel charges.
 - 5.1.3. Involve groups that meet all of the following criteria:
 - 5.1.3.1. The group is a registered charity
 - 5.1.3.2. There is no charge, real or by donation, to participants or spectators
 - 5.1.3.3. The activity benefits students and/or staff in the District
- 5.2. In addition, rental fees may be waived where bona fide Partnership Agreements for school age educational purposes are documented and approved by the District Principal.
- 5.3. In all cases where rental fees are waived, the actual out-of-pocket expenses will still apply.

6. Liability Insurance

- 6.1. Groups using the District's facilities and grounds are responsible for carrying their own accident and liability insurance protection. The District is responsible for its own liability and property insurance as its interests may appear. Where the user group is utilizing the facility or grounds for commercial purposes or with the intention of making a profit, comprehensive general liability insurance with a limit of not less than five million dollars (\$5,000,000) shall be carried.
- 6.2. The user group shall indemnify and hold harmless the District and any of its officers, employees, servants, agents, and contractors from any and all loss, liability, claims or expenses arising out of the use and/or occupation of the property belonging to the District by the user group and any of its officers, employees, servants, agents,

contractors, and volunteers, except to the extent that such loss arises from the independent negligence of the District.

7. Reports on Users

7.1. Persons or groups using the school must obey all reasonable directions of the District employee in charge of the school building at the time. The Principal responsible for the site may revoke approval of a Facility/Grounds Rental Contract where the user is unable to satisfy concerns expressed by the site. Claims of unreasonably revoked approval shall be adjudicated by the Secretary-Treasurer. Reports of damage, littering or misconduct resulting from a use by a user group to a District facility or grounds will be submitted by the Principal or Building Engineer/Custodian to the Manager of Operations.

8. Rental Group Charge Classification

8.1. GROUP	TYPE OF USE	CHARGE CLASSIFICATION
Schools and all school-based groups including Parents' Advisory Councils (PACs), or other school-based organizations, clubs, or departments	All school related uses that are authorized, organized, and supervised by the school	Waived
All District Functions and Programs including Community School Teams	All approved functions and programs	Waived
All school-based groups including PACs for nonschool related uses	All uses that are not authorized, organized, and supervised by the school	Community
District staff, District Associations, District Unions	All uses	Community
Community or Private Groups	All uses	Community
All levels of government	All uses	Community
Political uses (civic, regional, provincial or national)	Partisan and Non-Partisan meetings including All-Candidates meetings	Community
	Political Media Conferences or Fund-raising projects	Commercial
	Provincial Election	As per Elections Act Tariff of Fees
	Federal Election	As per Canada Elections Act Federal Elections Fee Tariff
Commercial businesses and other groups not considered above	All uses including commercial sports camps and educational programs	Commercial

8.2. Special requests for access to District facilities and grounds, which are not covered by the above specific classifications may be submitted, in writing, to the Secretary-Treasurer for approval. Charges for special request situations shall be set on an individual basis by the Secretary-Treasurer.

9. Consumption Of Alcoholic Beverages

- 9.1. In order to consider a request for the Consumption of Alcoholic Beverages on District property, the appropriate Rental department booking form must be used under the following terms and conditions.
 - 9.1.1. The authorization of the Principal must accompany all rental requests that involve the consumption of alcohol.
 - 9.1.2. A copy of the Special Occasion License and a copy of at least one "Serving It Right" Certificate must be submitted in order for a Rental Contract permitting the consumption of alcohol to be issued.
 - 9.1.3. A security deposit of \$1,000 may be required for groups consuming alcohol.
 - 9.1.4. The security deposit, minus costs to repair damages, will be returned to the group after the rental.
- 9.2. It is the responsibility of the Manager of Operations to bring to the attention of the Director of Facilities and the Secretary-Treasurer any potentially problematic consumption of alcoholic beverages.

10. Sampling and Sale of Craft Made Spirits, Beer and Wine at Farmers' Markets

- 10.1. In order to consider a request for the sampling and sale of craft made spirits, beer and wine at Farmers' Markets on District property, the appropriate Rental department booking form must be used under the following terms and conditions.
 - 10.1.1. The authorization of the Principal must accompany all rental requests that involve the sampling and sale of craft made spirits, beer and wine at Farmers' Markets.
 - 10.1.2. The market organizer must submit copies of approved Farmer's Market Authorization forms issued by the Province's Liquor Control and Licensing Branch for each licensed manufacturer with an on-site store endorsement.
 - 10.1.3. Each manufacturer must post their authorization in a conspicuous location in their area during each market.
 - 10.1.4. Staff at the market stall must have "Serving It Right" certification and must not be minors.
 - 10.1.5. Consumption of craft made spirits, beer and wine is not permitted on District property and must occur off-site, except sampling as permitted in Farmer's Market by the Province's Liquor Control and Licensing Branch.
 - 10.1.6. A security deposit of \$1,000 for Farmers' Markets Rental Contracts applies and may be adjusted from time to time at the discretion of the Secretary-Treasurer.
 - 10.1.7. The market organizer shall provide evidence of liability insurance and name the District as additional insured.
- 10.2. It is the responsibility of the Manager of Operations to bring to the attention of the Director of Facilities and the Secretary-Treasurer any potentially problematic conduct pertaining to licensed manufacturers at Farmers' Markets on District property.

Reference: Sections 22, 23, 65, 85 School Act

Liquor Control and Licensing Act
Tobacco Control Act
Trespass to Property Act
Disposal of Land or Improvements Order M193/08
School Opening and Closure Order M194/08

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