

REGULATIONS GOVERNING USE OF FACILITIES

Licensees must continue to follow all updated protocols and procedures as outlined by Federal and Provincial health authorities and the BC Centre for Disease Control (BCCDC). No one may use any property or facility owned or operated by the School District without first entering into a Contract. This Regulation forms part of the Contract.

1. **ELIGIBILITY OF APPLICANTS** - Applicants must represent community groups capable of accepting responsibility for conduct of participants and financial responsibility for damage, if any. The minimum age of applicant is 19 years old.
2. **SUITABILITY OF FACILITIES** - There is no warranty, express or implied, on the part of the School District as to the suitability or condition of any property or the facilities, and the Licensee accepts same at his, her or its own risk. The School District reserves the right to require any group to transfer from one facility to another if the need arises.
3. **USE OF FACILITIES** – School District property and Facilities are to be used for recreation and leisure use only. All activities must be confined to the parts of the building and playing fields stipulated on the contract. Adult groups participating in active sports (i.e. soccer, floor hockey) will be restricted to pre-approved gyms only. Certain activities (i.e. square dancing) may be restricted to specific facilities. No sub-letting of facilities is permitted
4. **TYPE OF ACTIVITY** – The Licensee must limit themselves and their group to the activity or activities specified in the Contract unless otherwise authorized in writing by the School District in advance. Rental times must be inclusive of any set up and take down, as required.
5. **PAYMENT OF CONTRACT** – The Licensee must pay, in advance unless otherwise approved by the School District, all applicable rental rates, custodial costs and other charges as established by the School District.
6. **INSURANCE** – For all Non-Profit, For-Profit/Commercial and Private user groups, the Licensee shall, without limiting its obligations or liabilities herein and at its own expense, provide and maintain the following insurance with insurers licensed in British Columbia and in forms and amount acceptable to the District;
 - a) General liability insurance with a limit of no less than Two Million Dollars (\$2,000,000), inclusive per occurrence for bodily injury and property damage including the loss thereof.
 - b) Such insurance will cover the User, the User's agents, representatives, employees, contractors, volunteers, and invitees and shall include the District and the District's trustees, officers, employees, agents, contractors, and volunteers for liability or loss arising from the use or occupancy by the user of any District's property.
 - c) The Licensee shall provide the District with evidence of all required insurance prior to the Licensee's use or occupancy of any of the District's facilities in the form of a certificate of insurance. The Board of Education of School District 68 (Nanaimo-Ladysmith Public Schools) shall be named an additional insured. When requested by the District, the Licensee shall provide certified copies of required insurance policies.
7. **LIABILITY**
 - a) The Licensee agrees that there is no warranty, express or implied, on the part of the Board as to the suitability of the school premises hereby leased and accepts the premises at his own risk.
 - b) The Licensee covenants and agrees to indemnify and save harmless the Board from all manner of actions, causes of action, suits, debts, loss, cost claims and demands whatsoever arising either directly or indirectly as a result of the rental agreement.
 - c) The Licensee further covenants and agrees to indemnify and pay to the Board forthwith upon demand for any loss or damage occurring to the property of the Board resulting either directly or indirectly as a result of the rental agreement.
 - d) The Licensee further covenants and agrees that the rental agreement may be cancelled or revoked at any time with or without cause by the Board and further agrees that in the event of cancellation or revocation by the Board he shall have no claim or right to damage, reimbursement on account of any loss, damage, or expense whatsoever arising out of said revocation or cancellation.
 - e) The liability for bodily injury insurance carried by the Board does not apply to rental groups while practicing for or participating in the following activities or using the following equipment:

“Trampoline, climbing ropes and/or bars, springboards and/or vaulting horses, rings, pommel horses, high bars, uneven parallel bars, balance beams, balance bars, parallel bars and/or Olympic floor exercise routines and/or any other Olympic gymnastics activity, weightlifting equipment and aerial apparatus.”

8. **SUPERVISION** - Person in charge of group is responsible for the admission, actions, and behavior of all participants and/or spectators on the property of the School District.

Where school accommodation is allotted for the use of school age children, adequate adult (over age of 19) supervision must be provided at all times.

Caretaker-in-Charge is fully empowered to act as the Board's representative in directing the conduct of the rental and to ensure that the regulations are followed and that no damage is caused to Board property.

The individual designated as "in charge" will:

- a) Enforce all Board regulations concerning the use of school facilities and playfields. All members of group are to be made aware of all Board regulations.
 - b) In charge person, or pre-approved alternate, must be in attendance during the entire rental. Supervise entrance and adjacent area to prevent unauthorized persons from entering the building.
 - c) Limit activities and participants to the area assigned to the group as well as within the allocated time schedule.
 - d) Provide a first aid kit on site and be prepared to administer basic first aid treatment as necessary. First aid certification for service providers is recommended.
 - e) **Ensure that food and drinks are not brought into the gyms. Any costs for clean-up will potentially be billed to the rental group.**
 - f) Ensure that specified days and times are adhered to. If a slight variation in closing times becomes necessary, advise Protelec Alarms at 1-866-949-1415. Groups must be out of the facility and the building secure by the time shown on the rental contract.
 - g) Take all and any action that may be required for the preservation of the School District's property. Any damage noted by or caused by rental groups must be reported immediately to the caretaker or to the Facilities Department the next working day after the incident.
9. **PARKING** - Parking of vehicles is prohibited on all school grounds, except in specified parking lots. Fire lanes must be kept clear at all times. This is the responsibility of the Licensee or the Person in Charge. Regular patrols are made at schools, and cars parked on yellow lined areas will be towed away at owner's expense.
10. **CANCELLATION - SCHOOL BOARD** - If any of the facilities covered by the contract are required for purposes of the Board, or if the Board shall require any of the facilities for one night for any purpose, the said facilities shall be made available to the Board, provided that the Licensee receive ten (10) days' notice in writing of any such intended use.
11. **CANCELLATION - LICENSEE** - Charges are made for all regularly scheduled use of school facilities, **whether or not used**. The only times for which a group is not charged are the occasions when the group is cancelled because of a school function.
- EMERGENCY CANCELLATION** - The School District reserves the right to cancel rentals waiving the notice period, at their discretion, for health and safety reasons. The Licensee will not be charged fees due to emergency cancellation by the Board.
12. **LOCKING UP** - It is the responsibility of the person in charge to unlock and lock up facilities at allocated times. Key to remain the responsibility of person(s) designated as "in charge" on application. Organizations using school facilities that create a need for additional services beyond those normally provided will be charged accordingly. Such additional services to include intruder system arming and disarming, security checks, heating, custodial, and building maintenance. Facilities are to be left in the same condition as arrival.
13. **BUILDING SECURITY** - It is the Licensee's responsibility to ensure the building is secure upon leaving. The person in charge must do a perimeter check of the rental area before leaving the grounds. If there is no caretaker on site at the time, the building must be armed. Please check sign in/out sheet by alarm box before arming. If the building is left unsecured the contract may be terminated. The person in charge is responsible for ensuring all doors are secure after using.
14. **KEY RETURN** - All keys must be returned at the end of the contract. Licensee will be charged \$66.15 (\$63.00 plus GST) for each key not returned.
15. **ALTERATIONS** - No alterations, installation or fastening shall be permitted in any building unless authorized in writing.
16. **FOOTWEAR** - Footwear with heels and/or hard soles shall not be permitted on playing floors. No street shoes or street runners will be permitted in gyms.
17. **RESTRICTED SPORTS** - School gyms have restricted or modified use policies where normal outdoor activities are conducted indoors.
- a) **Total** restrictions for use in gyms include baseball and football.
 - b) **Partial** restriction with equipment modification:
 - Soccer - must use only Nerf balls

- Softball (Pre-season practice only) – must use only soft touch (rubber) softball and for batting practice – plastic bats and wiffle balls (Information sheet attached to contract)
 - Lacrosse - must use only plastic or McWhippet equipment (this included the soft ball)
 - **Floor hockey - must use only approved plastic equipment. No wood shafts or tape of any kind on blades (Cosom and DOM Elite 9300)** (Information sheet attached to contract)
 - Field hockey - must use only approved plastic equipment.
 - If prohibited equipment is used, your contract will be terminated immediately without warning
18. **SMOKING & VAPOUR PRODUCTS** - Provincial law prohibits use of tobacco, cannabis, and vapour products on all school property by students, staff & visitors.
19. **INTOXICANTS** - Possession or consumption of intoxicants on any portion of school premises is strictly prohibited.
20. **DAMAGES** - All breakage and damage must be reported immediately to the caretaker or to the Facilities Department the next working day. The Board will make good any damage and bill the Licensee accordingly.
21. **LANGUAGE** - Profane or insulting language is prohibited anywhere on School District property.
22. **PLAYING FIELDS** - The Facilities Department shall have the right at any time to cancel without notice the right of any Licensee to use any of the playing fields, if in the sole discretion of the School District, they are unfit for use due to inclement weather. The Facilities Department shall be the sole judge of the condition of the playing fields but will expect the Licensee to exercise judgment in the use of the fields during inclement weather. Backstops, uprights, goal posts, soccer posts, etc., may not be removed or moved by outside groups. Should any of the above be moved without prior permission, cost to the Board of replacement may be billed to the Licensee. No cutting of grass on school playfields permitted unless prior permission has been received from the Facilities Department.
23. **USE OF EQUIPMENT** - P. E. equipment, such as volleyball and badminton stands, nets, hockey goals, where available, may be used by groups renting school gyms. If used, equipment is to be returned back to its original place of storage. Supplies, such as balls, racquets, etc., must be provided by the group. Games involving the use of equipment or supplies in such a manner as to damage School District property and facilities are prohibited.
24. **TEMPORARY STORAGE & LOSS OF PROPERTY** - Temporary storage space may be allowed in the school, with the prior approval of the Principal. The Board will not be responsible for any property left on school premises.
25. **RIGHTS OF THE BOARD** – The Board reserves the right to establish a minimum enrollment figure for any organization using school facilities. The Board reserves the absolute right to refuse any community group, whether or not properly constituted, the use of all or any school facilities for any reason, cause or otherwise as the Board sees fit.
- The Board reserves the right to add to, or change, regulations at any time or to terminate any agreement immediately for cause. Rates and regulations are designed to ensure that there is no additional charge on the educational budget for non-educational use.
26. **RIGHTS OF THE BOARD – BILLING DATES** – Those accounts remaining unpaid following the mailing of a final notice by registered mail will be processed through a collection agency.

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