

**AP 730 COMMUNITY USE OF FACILITIES
POLICY 730 COMMUNITY USE OF SCHOOL**



RATIONALE:

Cariboo-Chilcotin School District No. 27 endorses the community’s use of schools on a cost-recovery basis for noncommercial, educational, recreational, and cultural programs. The School District will develop and maintain procedures to ensure the community has reasonable access to schools when not required for district educational programs.

PROCESS:

The use of School District facilities and grounds shall be made based on the following priorities:

- First Priority:** School use/regular school curricular and organized extracurricular activities that are school programs.
- Second Priority:** District programs – all other District programs, services, and initiatives.
- Third Priority:** Negotiated Joint Use or Community Use Application requests.
- Fourth Priority:** External user groups providing services for youth.
- Fifth Priority:** “Other” External user groups.

SPECIAL PURPOSE EVENTS / GROUPS:

Events like Craft Fairs, large sporting tournaments, PAC’s events and other School Districts using our space will require more robust vetting based on the size and scope of the event e.g., meeting fire regulations and requirements for a safety plan.

1. IDENTIFICATION / DEFINITIONS

“School District” “District” refers to ‘The Board of Education Cariboo-Chilcotin School District No. 27’.

“Sanctioned School Events” include activities such as dances, concerts, graduation ceremonies, and other school-related events. School staff is involved in the planning and supervision, and the Principal has responsibility for and authority over the activities. The School Code of Conduct and policies and procedures of the District apply.

“Facility” “Facilities” means District grounds and/or buildings.

“Not for Profit” - In B.C., not-for-profit/non-profit organizations are known as **societies**. Societies are independent, democratic, organizations required to comply with their own constitution and bylaws. Societies do not earn any profits for their members. All money is donated to the organization’s cause or goal.

“ebase” District’s Facility Rentals online booking system.

“Permit” is the ebase term for an **“Application”** to use a district facility. The District AP and

documentation will use the term “**Application**” or “**Applicant.**”

“**Permit Holder**” approved individual, organization, or company using School District grounds and/or facilities. The District AP will use the term “**Application Holder.**”

“**Business day(s)**” means 8:30 AM to 4:30 PM Pacific Daylight Time [PDT], Monday to Friday, excluding holidays observed by the district.

“**Calendar Day(s)**” means consecutive days in the month, including all weekends and holidays.

“**Excluded Date(s)**” means pre-planned closures such as holidays, Pro-D days, and school breaks that may prevent public users from being in the building.

“**Terms & Conditions**” and “**Rules & Regulations**” refer to this document specifically and can be used interchangeably.

“**Subrogation**” means that the insurance company must first compensate the insured for its loss before it can seek to recover the payment from the at-fault party.

“**Indemnity**” term indemnity insurance refers to an insurance policy that compensates an insured party for certain unexpected damages or losses up to a certain limit—usually the amount of the loss itself. Insurance companies provide coverage in exchange for premiums paid by the insured parties.

2. APPLICATION REQUIREMENTS

- 2.1. All application requests are approved through the Facility Booking ebase site.
- 2.2. An ‘Approved’ application from the School District is required **before** the use of any district facility can take place.
- 2.3. Applications are not to be transferred, sublet, or lent out to other groups.
- 2.4. Facility availability is based on location requests and staffing.
- 2.5. Full details of the booking request are required at the time of application and will be entered by the applicant into the School District’s Facility [Online Booking](#) system - ebase.
- 2.6. Applications **MUST** include time to set up and take down. Applicants are not to arrive early expecting to set up for their event.
- 2.7. Bookings need to be submitted within the following parameters;
 - Ten business days (10) before the first date of use requested (*this applies to internal SD27 event bookings as well as external*).
 - No more than two-month blocks for an event at one time.

3. SUPERVISION

The application must provide a designated ‘event contact’ who will be onsite during the event:

- The event contact must be on site for the entirety of the event/booking and assume full responsibility for supervision and safety of participants (i.e., emergencies, site access/parking, and security of the premises);
- Ensure that no minors are unattended;
- Ensure that participants remain within the confines of the area assigned to the group, stay within the allotted time, and vacate the premises promptly;
- Ensure that no unauthorized persons enter the building while they are using the facility;
- Keep an approved application readily available; and
- Have a properly stocked first-aid kit on hand. Access to the School District's single-use medical supplies is not permitted, except for where an AED is available.

4. CUSTODIAL/MAINTENANCE

- 4.1. Refer to AP 730-1 Rental Rates.
- 4.2. Schools or External User – events taking place on weekends, or on approved non-instructional days, will have a mandatory custodial charge applied to the booking.
 - For SD27 events that require custodial beyond regularly scheduled shifts, the custodial costs will be charged back to the appropriate cost centers.
- 4.3. School Field bookings – do not have access to school facilities.
 - If the bookings take place on a weekend/non-instructional day and School District staff are dispatched to the school, a call-out fee will apply.
- 4.4. Maintenance and/or security callouts will be charged back to the school or user group.

5. INDEMNIFICATION

The applicant shall indemnify and hold harmless the School District and any of its officers, employees, servants, agents, and contractors from any loss, liability, claims, or expenses arising out of the use and/or occupation of the property belonging to the School District by the applicant and any of its officers, employees, servants, agents, contractors, and volunteers, except to the extent that such loss arises from the negligence of the School District.

6. WAIVER OF SUBROGATION

The applicant hereby agrees to waive all rights of subrogation or recourse against the School District concerning the use and/or occupation of the School District's facilities by the applicant.

7. PAYMENT

- 7.1. Full payment is due upon application approval.

- 7.2. The School District currently accepts the following online forms of payment: Visa and MasterCard.
- 7.3. Monthly payment schedules are acceptable subject to approval through the Secretary-Treasurers office or designate.
- 7.4. The applicant shall be responsible for any additional costs incurred by exceeding the time booked, additional clean-up, damages, and/or violations of the Terms & Conditions.
- 7.5. The School District will not refund for unused time due to application holder cancellation.
- 7.6. Any credit resulting from a cancellation (Refer to Section 8 – Cancellation) can be used towards the next payment or refunded directly to the credit card.

8. CANCELLATION

- 8.1. Acts of verbal abuse; in person, by phone, or by email, physical, and/or emotional abuse will not be tolerated. If abuse is reported, and confirmed, groups risk having their events cancelled.
- 8.2. To receive a full refund, the applicant must notify the Facilities Department of the cancellation by email at least seven business days before the date of use OR pay a \$25.00 cancellation fee.
- 8.3. School Programs may pre-empt booking(s). In such instances, the applicant will be notified, and a full credit or refund will be applied (if applicable).
- 8.4. If a school is closed during the day, bookings will be cancelled for that evening. If schools are open during the day, bookings may still be cancelled due to inclement weather and/or to perform required maintenance. A credit or refund will be applied (if applicable).
- 8.5. The School or District will make every effort to contact the applicant in the event of an unforeseen closure or cancellation that will disrupt the booking.
- 8.6. The School District may cancel or revoke an application, as well as the privilege to refuse future applications without cause at any time and the application will have no claim or right to damages or reimbursement on account of any loss, damages, and/or expense arising therefrom. Substitute space in the District will not be made available.
- 8.7. The School District reserves the right to interrupt or terminate an application if, in the School District's opinion, the activity or event taking place in the facility, in whole or in part, is obscene, slanderous, libelous, racist, or contrary to spirit and intent of the Canadian Charter of Human Rights and Freedoms and/or Board Policy and Regulation. On the exercise of such discretion, all rights of the application under this agreement will terminate immediately, and the Board will be entitled to retain all monies and fees paid, payable or agreed to be paid under the application agreement.

9. SUITABILITY OF FACILITY

- 9.1. The School District provides no stated or implied warranty as to the suitability or condition of the facility for the applicant holder's purposes.
- 9.2. The application accepts the facility on an "as is" basis and at their own risk.
- 9.3. The application acknowledges and accepts that the use facility may contain asbestos and/or asbestos-containing materials.
- 9.4. The application shall maintain the facility in a sanitary, tidy, and safe condition, to a standard consistent with that set by the School District and will leave the facility in the found condition, including but not limited to, placement of furniture & equipment.
- 9.5. The application shall pay the School District for ANY costs of repairs (including reasonable charges for the School District's staff time, equipment, and materials) that arise directly from the applicant's use of the facility (reasonable wear-and-tear expected).
- 9.6. The applicant is not permitted to perform any repair and/or maintenance work on the Facility, other than tidying and light cleaning.

10. INSURANCE

- 10.1. The application must provide, at its own expense, liability insurance of at least three million dollars (CAD 3,000,000.00) which covers any personal injury to, death of, and damage or loss of property belonging to or in the possession of the applicant, its officers, employees, servants, agents, contractors, and volunteers attending the application's activity. The Policy shall name ***'The Board of Education School District No. 27 (Cariboo-Chilcotin)'*** as an Additional Insured and proof of coverage shall be provided at the time of application request submission.
- 10.2. The application shall provide the District with evidence of all required insurance upon application approval and before the use of facilities. Such evidence of insurance shall be in the form of a Certificate of Insurance and must be in the name of the person or group using the space.

11. LOCAL LAWS & REGULATIONS

- 11.1. The application shall conform to all applicable government bylaws and regulations and shall not carry on any activities deemed a nuisance or unlawful.
- 11.2. The application shall not carry on any activities or make any statements on School District property that may be in contravention of the Board's policies and the Canadian Charter of Human Rights and Freedoms.
- 11.3. The applicant will pay all required fees as they become due and will maintain all required regulatory licenses and certificates in good standing.

- 11.4. An Incident Report – an email detailing the incident must be sent to bookings@sd27.bc.ca within forty-eight (48) hours whenever: **a)** medical/first-aid attention is administered; or **b)** loss or damage to School District property occurs. Failure to report an incident could result in the cancellation of future bookings.
- 11.5. For large events e.g., Sports Tournaments and Craft Fairs, access to the school's wireless network (Wi-Fi) can be purchased for a fee. This request needs to be made at the time of application submission. The school's network is not available for regular community use of the school.

12. ADVERTISING

- 12.1. Promotions and advertising distributed by the application will not be presented in such a way that the School District is seen to endorse or be connected to the application or the specific activities of the scheduled event(s).
- 12.2. No advertising in connection with this application shall be displayed on School District property unless otherwise approved by the Facility Booking Department.
- 12.3. The School District facility name can only appear on promotions and advertisements as a location site.
- 12.4. School District staff will not respond to public inquiries about activities and events for which space has been granted. The application should ensure clear contact information is displayed so public inquiries are directed towards the application and not the School District.

13. USE OF EQUIPMENT

- 13.1. Available equipment varies from facility to facility and is subject to change at any time.
- 13.2. Use of School equipment such as volleyball and badminton standards, nets, and hockey goals, where available, may be requested for a fee at the time of your application submission.
- 13.3. The applicant is responsible for the safe use of any approved School District equipment. Any damage to equipment during use, including the cost of repair, cleaning, and moving will be charged to the application holder.
- 13.4. The School District is NOT responsible for any property owned by the applicant. ALL equipment, supplies, and chattels must be removed after the **daily** booking. The facility will not provide storage space.

14. USE OF GYMNASIUMS

- 14.1. Non-marking rubber-soled shoes only.

- 14.2. No wax, powder, or other preparation is to be applied to the floors at any time.
- 14.3. The attachment of signs, tape, and/or nails etc. to the floors and walls is prohibited.
- 14.4. The consumption of food and/or beverages (except water) is not allowed in Gymnasiums at any time.
- 14.5. Sporting activities that are damaging to the facility will NOT be permitted.
e.g., Football, Field Hockey, Rollerblading, Golf and Handball.

15. USE OF GROUNDS

- 15.1. The School District reserves the right to cancel and/or amend booking time, if necessary, for the upkeep of grounds and/or school activities.
- 15.2. Interior school access is not included with rentals of exterior spaces.
- 15.3. Use of water-saturated or frozen grounds is prohibited.
- 15.4. Use of a Bar-B-Q on school property can be requested through the online booking system (Ebase). Use will be only in designated areas provided to the applicant through the application process.
- 15.5. The following items are **NOT** permitted:
i.e., Spikes or stakes, trailers of any kind, lime, salt, herbicide, diesel, or any marking paint.

16. GENERAL

- 16.1. All fire department regulations must be adhered to. No open flames or smoke-emitting substances are to be burned in or around school facilities. Smoke machines and pyrotechnic devices are prohibited.
- 16.2. Drugs/Smoking/Vaping is prohibited in district buildings, on grounds, and in vehicles. Users must make this condition known to anyone using such property and facilities and take active steps to stop any such activity. For further information, refer to Policy 520 – Smoking and Smokeless Tobacco Restriction.

Generally, Alcohol use is also prohibited, though in exceptional circumstances serving alcohol may be approved but requires special written permission from the Secretary-Treasurer.

All application employees, volunteers, clients, and invitees are prohibited from using such substances and can result in cancellation of the event.

- 16.3. Chalk, confetti, glitter, paint, permanent markers, powder, rice, silly string, and wax applied to ceilings, doors, floors, grounds, walls, and windows are prohibited.
- 16.4. Maintenance-approved adhesives will be allowed only.

- 16.5. Animals within the facility are **strictly** prohibited unless they are certified guide/service animals.
- 16.6. The sale of food and/or beverages (except water) is prohibited unless noted on the application. And can be served in a designated area(s) only.
- 16.7. An application for the sale of food or beverages may be required based on the event. The event coordinator is responsible for arranging and providing proof of the application.
- 16.8. The School District cannot guarantee an “allergy-free” environment. It is expected that the applicant and participants take reasonable steps to establish an “allergy-aware” environment that minimizes the risk of potential anaphylaxis.
- 16.9. The School District cannot guarantee that perfumes/colognes or any scented products will not be in the facility.
- 16.10. Parking is permitted only in designated areas. Vehicles parked in fire lanes or similar areas may be towed away with all costs borne by the vehicle owner. Supervision of parking is the responsibility of the event holder.

Reference Forms:

FORM 730-1 Facility Rental Rates

FORM 730-2 Terms of Agreement & Contract