

# **School District No.5 (Southeast Kootenay)**

## **Sparwood - Community Use Regulations**

School District No.5 (Southeast Kootenay) Schools:

- Sparwood Secondary School
- Frank J. Mitchell Elementary School

### **1. Terms & Conditions**

#### **1.1. Application for Use**

- School properties are **NOT** to be used without a signed agreement, which can be obtained from the School Board Office.
- The Rental Application must be signed by the user that is responsible and aware of all terms and conditions relating to rental or school properties. User must be 19 years or older.
- No admission will be granted to a rental group unless the group is able to produce proof of rental at door of property on the first evening.
- The rental form must indicate the responsible adult who must attend each and every use of the rental property where children are involved. Any changes to the signed agreement must be done through the School District office (i.e. change of evenings, additional use of rooms or equipment, etc.)

#### **1.2. Continuing Rentals**

Continuing rentals are for the current school year only and organizations must reapply annually. Such applications must be received between May 1 and June 30.

#### **1.3. Payment of Rental Fees**

Payment for Rental must be paid for at the time of booking and may require the posting of a damage bond and/or proof of liability insurance. The School Board reserves the right to amend and change rental rates at any time. See Schedule B- 1 for Rental Rates.

#### **1.4. Insurance Requirements**

Community groups which are loosely organized and are not either a corporation or a society will be unable secure insurance in their own name because they are not a legal entity. This is the only circumstance under which the insurance requirement will be waived. If the community groups a corporation or a society, they must provide commercial general liability insurance. Insurance shall be for no less than \$5,000,000 and name School District No.5 (Southeast Kootenay) as an additional insured. School District employees are not insured by the School Protection Program for activities conducted outside the scope of their employment. Use of the School properties for personal use is considered personal use by the employee and employees would not be covered by the School District's commercial insurance during this time. Employees may have liability coverage if they have personal insurance such as a Homeowners policy. Employees acting outside the scope of their employment do not qualify for Work Safe BC coverage, nor is there any accident benefits coverage provided by School Protection Branch.

### **1.5. Cancellation**

School functions have priority over Rental Agreements. In the event of extraordinary circumstances, the rental agreement may be canceled with no notice upon written direction of the Superintendent of Schools. All individuals or groups who wish to cancel a session must notify the school district office seven (7) calendar days before the session is scheduled to occur. If such notice is not provided the regular rental rate will apply. A “no show” in the absence of a formal cancellation will result in a review of continuing the rental for the individual or group. In the event of partial or total cancellation of a rental agreement, a refund will be granted where seven (7) calendar days notice has been given by the renter or where the renter has been canceled by the school district.

The school district assumes no responsibility whatsoever, if cancellations are caused by power failure, furnace failure, Fire Marshall regulations or other causes beyond the control of the school board. Failure to comply with community use regulations could result in immediate cancellation of the rental. In case of labour disputes (strikes, lock-outs) resulting in the closure of schools, all rentals will be suspended. In the event of such revocation or cancellation, there can be no claim or right to damages or reimbursement on account of any loss, damage or expense whatsoever.

### **1.6. Access**

- User Groups shall be denied access to areas within the school not requested on the Application to Rent School Properties and shall be denied admission to rented areas prior to or exceeding times indicated on the Rental Application.
- School district staff will not be held responsible for the supervision of User Groups or their charges (e.g. will not bear the responsibility of supervising Cubs, Beavers, Brownies, etc. until group leaders arrive). The supervising adult must be present prior to admission of children into the school properties.
- Access to school properties may not be gained before 4:00 p.m. on any regular school day unless by special arrangement with the school principal. Where school aged children are participating in a City sponsored program, booking times may be adjusted (e.g.: 3:00 p.m. – 4:00 p.m. after school soccer program).
- Rented properties must be vacated by 10:00 p.m. Occupation past this time will result in charges for additional rental and custodial time.
- The school gymnasium, washroom and change rooms are available for bookings. Classrooms and other areas of schools must be specifically identified and approved by the Secretary Treasurer.

### **1.7. Summer Use/Special Arrangements**

Bookings during school vacations, professional development days and non-instructional days are by special arrangements. During the months of July and August the district maintenance and custodial crews are engaged in a concentrated maintenance program in the schools. Therefore, as a general rule, the facilities, excluding grounds, are not available for rental.

**1.8. Use of Equipment**

No equipment is included in the cost of the rental of properties. All equipment must be requested on the application form at the time the application for use of the properties is submitted for approval. It is at the discretion of the principal which equipment will be available for rental. Equipment is available for use in the school only. Access to equipment storage rooms is strictly prohibited unless by special permission of the school principal.

**1.9. Fixtures and Private Property**

Stage decorations or any other private property may not be left or stored in a school without the permission of the principal. The school board will not be responsible for any such goods on properties.

**1.10. Supervision and Clean-Up Charge**

Appropriate adult supervision must be provided for all activities. This supervisor will:

- Be present for the duration of the rental period.
- Be available to assume supervision of individuals, especially minors, arriving in advance of indicated starting time.
- Make him/herself known to the custodian-in-charge on duty in the building.
- Enforce all school board regulations.
- Supervise entrance and adjacent areas to prevent unauthorized persons from entering the building.
- Limit activities to the area assigned to the group and restrict participants to these areas only.
- Ensure that specified time is adhered to.
- Ensure activity ceases no later than 10:00 p.m.

The school board reserves the right to determine the suitability of the supervisor and to refuse to continue to permit a group to use the property where the supervision is inadequate or unsuitable.

**1.11. Custodian Coverage**

When an event necessitates overtime duty by a school district employee, the rate charged will be in accordance with the salary schedule in effect at the time the properties are in use by the organization. No direct payment to school district personnel is to be made by the organization.

Use of properties on weekends, statutory holidays and other times where regular custodial staff is not on duty, will be contingent on the availability of custodial staff. Schools with weekend functions should advise the custodial department within five (5) days in order to arrange coverage.

**Protection of Floors**

Proper gym shoes must be worn in the Gymnasium. The use of footwear that would damage the floors of auditoriums, gymnasiums or other areas specified in the lease is strictly prohibited. Applications of powdered waxes or other substances to gymnasium floors are strictly prohibited. Floor hockey will not be allowed. Gymnasiums will not be rented or used for indoor practice games of lacrosse, softball, slow pitch, baseball, fast ball,

or grass hockey. Balls for these sports will not be allowed in gymnasiums. Indoor 'soft' soccer balls only will be allowed for soccer practice.

**1.12. Condition of Premises**

All premises are rented 'as is'. User Groups are restricted to the use of the properties as stated on the approved application form. There is no guarantee, expressed or implied, on the part of the School District or the board as to safety, suitability, or condition of the premises rented. The renter must accept the said premises at their own risk.

**1.13. Use of School Grounds**

All users of school properties, including parking lots, will be required to submit a rental form for authorization. The school board reserves the right to cancel the use of properties on short notice. Such cancellations may be due to the possibility of damage or injuries that would be caused by the use of properties during periods of inclement weather. When such inclement weather conditions exist, it is the responsibility of the renter to check with the School District on the availability of the grounds. All conditions with respect to use of buildings will apply to use of grounds, and in addition the following:

- The organization may use grounds, as specified, only on those hours noted on the approved application.
- Water saturated or frozen grounds must not be used FOR ANY PURPOSE.

The school board reserves the right to require temporary changes in time, if necessary, for satisfactory upkeep of the grounds or for school activities. Unless prior arrangements are made, users of grounds are not permitted inside the school buildings for any purposes. Use of alcohol in any form while on school grounds will result in immediate cancellation of the rental agreement. Parking is permitted only in designated areas. The use of the grounds is subject to the user being responsible for any damage to school property or injuries during the occupation of the grounds. User Groups must clean up litter left on the grounds by spectators and others who may be present. The school board may request a deposit in the amount of \$100 refundable on satisfactory clean-up of the grounds by the users. No group or individual shall erect structures on school sites without the express permission of the School District.

**1.14. Restricted Use**

Only areas specifically mentioned in the rental contract may be used i.e.: When using grounds, access to buildings is not included unless previous approval has been granted. Showers are available only if specifically approved on the rental form. Elementary school classrooms normally are not rented.

**1.15. School Keys**

School keys will not be issued.

**1.16. Damage, Loss or Theft**

Reports of damage, littering or misconduct resulting from organized use of school properties shall be submitted by the principal to the office of the Secretary Treasurer or the Supervisor of Operations. Groups using school properties shall be responsible for the cost of repairing any damage occurring during use and/or of replacing any equipment lost or stolen during such use, and shall pay any resultant costs. Any groups failing to pay charges associated

with the use of the school will forfeit future privileges. In addition, the school board reserves the right to take appropriate action to recover such costs and charges.

**1.17. Staff Volunteer**

Any employee of School District NO. 5 (Southeast Kootenay) who wishes to volunteer his/her services for an individual or group using the school must first obtain permission from the supervisor of operations.

**1.18. Fire Regulations**

Persons renting school properties must acquaint themselves and comply with municipal fire bylaws and regulations, including capacity of rented area.

**1.19. Parent Advisory Committee Use of School Properties for Fund Raising**

The school board supports the use of school properties by parent advisory councils (PAC) and their invited guests for fund raising through dances and other functions (i.e. auctions, celebrity dinners, etc.) provided that the funds raised are returned directly to the school for use within the school for a particular activity, acquisition of equipment or similar purpose.

**School District No.5 (Southeast Kootenay)  
Sparwood Secondary School and Frank J. Mitchell Elementary School**

Rental Rates

	<b>District Of Sparwood</b>	<b>Community Not-For-Profit Youth</b>	<b>Community Not-For-Profit Adult</b>	<b>Educational/Business</b>	<b>Political Religious Commercial</b>
<b>Classroom</b>	Joint Use	No Charge	No Charge	\$15/hr.	\$20/hr
<b>Art Room</b>	Joint Use	No Charge	No Charge	\$15/hr.	\$20/hr
<b>Gymnasium</b>	Joint Use	No Charge	No Charge	\$30/hr.	\$40/hr
<b>Fields</b>	Joint Use	No Charge	No Charge	\$40/day	\$100/day
<b>Foods Room</b>	Joint Use	No Charge	No Charge	\$50/hr.	\$60/hr
<b>Library</b>	Joint Use	No Charge	No Charge	\$15/hr.	\$20/hr

**Frank J. Mitchell Elementary is available for Gymnasium rental only.**

Custodian's hourly rate at the current rate schedule will be charged to all groups if a custodian must be scheduled for use outside of regular custodian hours.

**Rental Equipment**

Equipment may be requested for use during rental agreement. It must be requested at the time of application. It is at the discretion of the principal from each rental property whether equipment is available for rent. It will depend on the rental terms and length of the contract as to what the equipment rental charges will be.

**Definitions**

- a. **Community Not-For-Profit Youth** – Youth Organizations (Not for Profit) that do not pay a coach and/or employee to administer the activity. i.e. Minor Hockey, Ball, Soccer, Football, Lacrosse.
- b. **Community Not-For-Profit Adult** – Families or individuals who do not charge participants a fee/admission to attend the activity. Non-profit groups or individuals do not profit from use of school facilities.
- c. **Educational/Business** – Any group profiting for personal or business gains such as a group of people who charge admission fee, a fee or a collections taken. i.e. English as a second language, Tae Kwon Do, Karate, Fitness Classes, Dance Classes.
- d. **Political/Religious/Commercial** – Inclusive of Commercial firms, political parties, outside entertainment, religious groups, sporting events, conventions of any type.