

SAMPLE USER AGREEMENT – INSTRUCTIONS FOR USE

This is a sample only, and contains terms and conditions of use that are the most common requirements for this type of agreement. **It is recommended that each School District review the User Agreement template with their legal counsel so that it may be adjusted and tailored to reflect the particular needs and unique qualities of the District’s own rental facilities and grounds.**

This sample agreement is designed to cover casual rentals where the risk to the school district (the “District”) and individuals renting and attending (the “User”) is minimal. It is not intended for use when exclusive access (ex: daycare in school) arrangements are being made, or where the purpose of the rental is for an activity that carries a higher degree of risk. If you are unsure whether or not the User agreement is appropriate for your particular circumstances, contact your Schools Protection Program risk consultant (www.bcspp.org) .

Most users of school facilities can be classified as one of the following types:

Commercial Users - Individuals, partnerships, corporations, or other businesses set up for commercial or profit purposes, using the facilities with the intention of making a profit (e.g. promoter presenting concert in School District theatre).

Non-Profit Users - Individuals, organizations, associations, cultural or religious groups, educational, youth or service groups, or sports organizations set up for non-profit activities using the facilities for fund-raising events (e.g. Big Brothers and Big Sisters holding a fund-raising auction).

Community Users - Individuals, organizations, associations, societies, or other groups resident in the community using the facilities for any casual and/or informal community activities (e.g. community soccer tournament).

- When the User is a commercial or non-profit user the representative must be authorized to enter into the rental agreement on behalf of the entity as by signing the agreement the entity is being legally bound to the terms and conditions. When the User is a community user, the individual renting the facility will be personally responsible for the rental.
- Insurance requirements may be waived for community users.
- The areas that the User is being authorized to use and the activities that they are authorized to undertake must be clearly described in the Agreement. Be sure to include any common areas that the User will have access to, such as lobbies, washrooms, etc.
- Make sure that the User understand the terms of the rental agreement and has ample time to review and ask any questions, before signing.
- It is recommended that each facility within the District have a written set of User Regulations (the “Regulations”) that form part of the User Agreement and are attached as a schedule to the User Agreement itself.

- The Regulations should outline the terms and conditions of use, and include such details as: fees and charges; cancellation policy; responsibility for damage to District Property; duty to report any damages or injuries; requirements to comply with municipal regulations; insurance requirements; indemnity and hold harmless obligations; expectations regarding supervision; restrictions on subletting; restrictions on alcohol consumption; information on access to washrooms (if applicable); garbage / recycling facilities; any seating or capacity limits; and a specified emergency contact person.
- Each page of the Regulations should have a box in the bottom right corner for the User to initial that reads 'I have read and understood these Regulations'.
- The District employees responsible for accepting applications for User rentals should be trained to: check that the insurance certificate is provided (where applicable); the agreement is signed and dated; and each page of the regulations has been initialled.
- The agreement is not in force until both the User and the District have signed the document.

***APPLICATION AND AGREEMENT FOR USE OF
SCHOOL FACILITIES, GROUNDS and EQUIPMENT***

Between the Board of Education of District No. _____ (the “District”) and _____
_____ (the “User”).

The User hereby applies for use of the following District facilities/grounds/equipment:

SCHOOL/FACILITY NAME & STREET ADDRESS:
ROOM/FIELD AT FACILITY APPLIED FOR:
DATE(S)/TIME(S) REQUESTED (include time required for set up and clean up): Start: _____ End: _____
PURPOSE/FUNCTION:
ACTIVITIES TO BE UNDERTAKEN: Anticipated number of participants: _____ Age range of anticipated attendants: _____
SET-UP REQUIRED:
EQUIPMENT INCLUDED:
USER CONTACT INFORMATION: Name/Address/ Home Phone Number/Work Phone number/ Email PERSON IN CHARGE OF GROUP (if different from above): Name/Address/ Home Phone Number/Work Phone number/ Email

The User agrees to be bound by the following terms and conditions for use of District facilities, grounds and equipment:

1. **INDEMNIFICATION AND HOLD HARMLESS:** The User 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 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.
2. **LIABILITY INSURANCE :** The User shall, without limiting its obligations or liabilities herein and at its own expense, provide and maintain the following insurances with insurers licensed in British Columbia and in forms and amounts acceptable to the District:

General liability insurance with a limit of not less than One Million Dollars (\$1,000,000.00)(or such other amount as the District may choose), inclusive per occurrence for bodily injury and property damage including loss of use thereof.

Such insurance shall extend to cover the User, its officers, employees, servants, agents, contractors, and volunteers and shall include the District, its officers, employees, servants, agents, contractors and volunteers as additional Insureds with respect to liability arising out of the use or occupation by the User of the property belonging to the District.

3. **INSURANCE CERTIFICATE:** The User shall provide the District with evidence of all required insurance prior to the User's use of the District's premises. Such evidence of insurance shall be in the form of a certificate of insurance. When requested by the District, the User shall provide certified copies of required insurance policies.
4. **USER ACCEPTS THE PREMISES AT THEIR OWN RISK** and agrees that the District has made no warranties or representations respecting its suitability or condition.
5. **RESPONSIBILITY FOR DAMAGES TO DISTRICT FACILITIES, GROUNDS AND EQUIPMENT:** The User is responsible for any and all damage to the District's premises and property arising out of the use of the District's premises and property. The User will pay the District forthwith for the costs of any repairs or replacements of the District's premises and property.
6. **THE DISTRICT IS NOT RESPONSIBLE FOR ANY PROPERTY LEFT OR LOST ON DISTRICT PREMISES.**

This contract includes the terms and conditions set out in the User Agreement, including the attached Regulations Governing the Use of District Facilities, Grounds and Equipment. I certify that I have read, understood and agreed to the terms and conditions of the User Agreement, including the Regulations Governing the Use of District Facilities, Grounds and Equipment. I agree to accept the District's Facilities, Grounds and Equipment as indicated and to abide by the Regulations.

USER

[DISTRICT NO. & NAME]

SIGNATURE OF AUTHORIZED REPRESENTATIVE
(must be 19 years of age or older)

DISTRICT AUTHORIZED SIGNATURE

DATE

DATE

NAME (PLEASE PRINT)

NAME AND TITLE (PLEASE PRINT)

ADDRESS

REGULATIONS GOVERNING THE USE OF DISTRICT FACILITIES, GROUNDS and EQUIPMENT

These Regulations form part of the User Agreement Contract

1. **FEES:** Pay the fees and charges as outlined in District policies and regulations for the community use of school facilities. Fees are due and payable before the date of the rental, and in the form specified by the District.
2. **USE:** The User will access the facilities only as directed by the District and will ensure that only the designated areas listed in the User Agreement are used by the User group. Only the activities listed in the User Agreement are authorized. The User will strictly adhere to the times specified in the User Agreement.
3. **EQUIPMENT:** The User will only use the equipment specified in the User Agreement and will return the equipment to its original place of storage.
4. **AUTHORITY:** The User and all participants in the User's activity/event will observe and comply with all Municipal, City, District, Provincial and Federal by-laws and regulations such as the BC Fire code and including those designating schools as tobacco free zones. The User will ensure that alcoholic beverages will not be brought onto or consumed on the premises or grounds by the User group.
5. **SUPERVISION:** The User will provide adequate supervision of participants and attendees for the duration of the rental activity and will be present during the entire approved rental period.
6. **REPORTING:** The User will report to the District within forty-eight (48) hours following any accident or incident that occurred on or near the District's premises whenever medical/first aid attention is required or loss or damage to District property occurs.
7. **PARKING:** *Stipulate any designated parking areas (and any restrictions – i.e. no parking in staff parking lot, no vehicles on grounds etc.).*
8. **CANCELLATION:** The User will notify the District [and school] of any cancellations no later than _____ days in advance of the booking. Cancellation after this date may result in fees being charged. If a school must cancel for unforeseen circumstances, the school will notify the User as soon as possible.
9. **TERMINATION:** The District may terminate the agreement at any time for any breach of these Terms and Conditions by the User.
10. **DISTRICT'S RIGHT TO CANCEL OR ALTER AGREEMENT:** The District reserves the right to cancel or alter any User Agreement at any time with or without cause and no claim may be made against the District in respect of the cancellation or alteration.

I have read and understood these Regulations _____