

Terms and Conditions for Surrey School District Facilities

Address: 14033-92 Avenue, Surrey BC V3V 0B7 • **Tel** (604) 595-6084 • **Fax** (604) 595-6083

Email: rentals@surreyschools.ca **Website:** www.surreyschools.ca

Where a License to use a School District Facility has been issued, this Terms and Conditions forms part of the License Agreement between the School District and the License Holder.

Definitions

1. The following definitions are used to define specific terms used by the School District in the Terms and Conditions, License Agreement, Addendums, and Appendices that together form the complete agreement between the License Holder and the School District.
 - a. **"Attendee"** means any individual, registered or non-registered, that attends or participates in the License Holder's event or activities at the Facility, including any participant, spectator, parent/guardian, supervisor, volunteer, or staff in attendance at the Facility.
 - b. **"Booking"** means any request to use space in the Surrey School District made by a License Holder and confirmed by the Surrey School District Facility Rentals Department.
 - c. **"Business Day"** means Monday to Friday excluding statutory holidays.
 - d. **"Designated Space"** means the interior and/or exterior space at the Facility that the License Holder is permitted to use during the License Period, as specified in the License.
 - e. **"Event Supervisor"** is the individual identified as the Event Supervisor on the License.
 - f. **"Facility"** means the School District property where the Designated Space is located as specified in the License.
 - g. **"License"** means the approved License document sent to the License Holder for the use of the Designated Space in the Facility.
 - h. **"License Agreement"** means the approved License document sent to the License Holder for the use of the Designated Space in the Facility.
 - i. **"License Holder"** means the legal signatory on behalf of the individual, organization, or company that is identified as the License Holder on the License.
 - j. **"License Period"** means the time during which the License Holder is Licensed to use the Designated Space.
 - k. **"School District"** means The Board of Education of School District No. 36 (Surrey), represented by the Facility Rentals Department.
 - l. **"School Year"** means the period of July 1 – June 30 annually.
 - m. **"School District Staff or School Staff"** means the Surrey School District Facility and Surrey School District staff where the Designated Space is located specified in the License.

Any use of the terms "rent", "rental", "renter", "permit", or other such similar terms, either in the License Agreement, on the School District's Website, or the online booking system, are to be interpreted as meaning "License" or "License Holder". Any use of the terms "terms and conditions", "T&C", or "Community Use Agreement" either in the License Agreement, on the School District's website, or the online booking system are to be interpreted as meaning Terms

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and Conditions and are not intended to suggest or create a lease arrangement or any form of landlord and tenant relationship between the parties.

2. **Privacy:** The License Holder agrees to the collection of personal information under the BC Freedom of Information & Protection of Privacy Act, Sections 26c & 26d, for the documentation and management of the facility rental request with the School District. For questions about the collection, use or disclosure of your personal information, contact privacy@surreyschools.ca
3. **License Agreement:** The License Agreement between the School District and the License Holder is comprised of:
 - a. **The License** including any appendices and/or addendums to the License;
 - b. **This Community Use Agreement** which may be attached to the License and/or agreed to by the License Holder through the School District's online booking system; and
 - c. Any other rules or regulations provided or communicated in writing to the License Holder.
 - d. The License Holder must read, understand, and comply with all the terms and conditions of the License Agreement and must ensure that all Attendees are aware of and comply with all the terms and conditions of the License Agreement.
4. **By clicking "I have read and agree to the Community Use Agreement" upon registration of an eBASE account, the License Holder confirms that they have fully read, understand, and will abide by the License, Terms and Conditions, outlined that form part of the Agreement.**

Policies and Procedures

5. **Policy and Procedures** Community Use of School District Facilities is governed by:
 - [Policy 10400 – Community Use of Facilities & Grounds](#)
 - [Procedure 10400.1 Community Use of Facilities & Grounds](#)
 - [Policy 10405 – Community Use of School Board Equipment](#)
 - [Procedure 10405.1 – Community Use of School Board Equipment](#)

The School District believes in creating safe and caring environments. The License Holder agrees to follow and align with the School District's inclusive guidelines expressed in:

[Policy 9410 – Safe and Caring Schools](#)
[Procedure 9410.1 – Safe and Caring Schools](#)
[Procedure 9410.2 – Safe and Caring Schools: Sexual Orientation and Gender Identity or Expression](#)

The License Holder shall also comply with the rules and policies made by the School District including without limitation the policies and procedures found at the link [here](#). The License Holder acknowledges and confirms that it has read and understands such rules and policies.

6. **Use of School District Facilities does not imply endorsement by the School District of any activity, service, belief, organization, or product.**

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7. The School District expects the License Holder will:
 - a. Comply with all applicable federal, provincial, and municipal laws and with district policies and procedures.
 - b. Value and encourage learning and working environments that are inclusive and respect of the diverse individual, collective, social, and cultural needs of our community.
 - c. Treat one another with dignity and respect
 - d. Refrain from engaging in or encouraging acts of violence of any form.
 - e. Show care and regard for School District property and the property of others.
 - f. Take appropriate measures to help those in need; and
 - g. Respect those in positions of authority including all School District staff.
8. The School District expects the License Holder and Attendees will not engage in behaviour that constitutes discrimination based on grounds as set out in the *Human Rights Code*, including, Race, Colour, Ancestry, Place of Origin, Political Belief, Religion, Marital Status, Family Status, Physical or Mental Disability, Sex, Gender Identity or Expression, Sexual Orientation, and Age.
9. **Compliance with Laws and Licensing Requirements:** The License Holder shall comply at it's expense with all fire, safety, health and governmental and other regulatory authority requirements applicable to the License Holder or its event or activities, including food safety, service and health permits. The License Holder will pay all required fees as they become due and will maintain all required regulatory permits, licenses and certificates in good standing.
10. **Compliance with School District Policies and Rules:** The License Holder shall comply with rules made by the School Principal and by the School District.
11. **Governing Laws:** The License Agreement is governed by the law of the Province of British Columbia and the laws of Canada applicable therein.

Applications

12. The primary focus and responsibility of the School District is to provide K-12 education as outlined in the *School Act*. The School District will prioritize it's use of space, facilities and staff to meet this objective. The School District agrees to extend to the public the opportunity to access schools and grounds with rental charges being assessed. Such access is granted for community use of school buildings and grounds when it does not interfere with regular curricular and extra curricular programming.
13. **Applications:** All potential License Holders must submit requests to use space no less than 15 business days prior to the first date of use requested. Access to the Facility is not granted unless the License Holder receives an approved License from the School District. The following are required as part of the application process:
 - a. Full details of the bookings are required at the time of the application.
 - i. All time required for set up and/or take down.
 - ii. Requests to rent School District equipment. Equipment available for rental varies from facility to facility and is subject to change at any time.

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- b. The License Holder must ensure accurate numbers of Attendees are included on their application and must make any adjustments no less than 10 business days prior to the start of the License Period.
 - c. The License Holder must designate an Event Supervisor and provide their name(s), telephone number(s), and email address on the License application.
 - d. The License will be issued to the License Holder as stated on the application only. Licenses or Licensed Space may not be transferred, subletted or lent out to groups other than the License Holder as stated on the approved License. Applications booked under an organization name must be under the legal name. All documents including non-profit certificate and insurance policies must reference the same name.
 - e. Requests for space must be submitted on the hour and by the hour (i.e. 5pm-6pm). All requested spaces must be booked for the full duration of the rental.
 - f. Requests on days school is in session must be submitted for a minimum of 1 hour.
 - g. Requests on non-school operating days must be submitted for a minimum of 2 hours.
14. The primary method of communication between the School District and the License Holder will be through the online booking platform. The License Holder is required to respond to requests for information within 10 business days. Failure to respond to messages within this time frame will result in the cancellation of the License Holder's application.
15. **Excluded Days:** Unless special permission is granted, school breaks, statutory holidays, 1st week of September, Winter Break, March Break, 1st Professional Development Day in May, last 2 weeks of June, Summer Break, and dates blocked for school events are removed from multi-date bookings. Applications may be submitted to these dates separately and space is not guaranteed until the License is approved by the School District. The use of interior space is not permitted during the last 3 weeks of August or October 31st (Halloween) except for licensed childcare services.
16. **Priority Order:** Allocation of available space will be made on the basis of the following priorities:
- a. Regular curricular and school-organized and sponsored extra-curricular activities
 - b. Adult and continuing education credit course programs, including those co-sponsored by other publicly funded educational institutions.
 - c. Historical user groups, which are defined as those that held a rental License of a Facility or grounds in the year immediately preceding a currently application for use. Except in the case of irrigated fields. All irrigated field requests will be considered together and new each year.
 - d. All other outside groups including non-profit, commercial, or private ventures.
 - e. The above priorities apply, except where a district approved agreement requires otherwise. Despite historical rights, any user may be bumped from a particular time, day or facility or grounds based on the above noted priority.
17. **Advertising:** The School District does not allow the License Holder or Attendees to use the name of School District facilities or grounds in any public advertising, promotion, or info about the event. If the License Holder or Attendees are promoting an event in a School District facility or

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grounds, they may refer to the location as “rented community space at X address”. Promotions and advertising distributed by the License Holder will not be presented in such a way that the School District is seen to endorse or be connected to the License Holder or its event or activities.

No advertising in connection with the License shall:

- a. Be displayed on School District property unless otherwise approved in writing by the School District
- b. Include images or language suggestive of violence including images of guns and weapons
- c. Directly or indirectly reflect inappropriately on the Board or School District
- d. Include images or messages of a political or partisan nature.

School District staff will not respond to public inquiries of any kind regarding the License Holder’s event or activities. The License Holder should ensure clear contact information is displayed so public inquiries are directed towards the License Holder not the School District.

The License Holder should not advertise until they have received an approved License from the School District.

Fees, Payments, and Required Documents

18. **Required Documents:** Before a License is approved and no less than 10 business days prior to the first date of usage, the License Holder must submit
 - a. Certificates of Insurance (see section 29)
 - b. Registered non-profit certificate (if applicable)
 - c. Payments (see section 19)
19. **Document Deadline:** The License Holder must provide full payment along with Insurance Certificate within 10 business days of the district requesting such information from the License Holder and no less than 10 business days prior to the requested first date of use by the License Holder, regardless of whether the district has issued a separate require for payment/insurance certificate from the License Holder.
20. The License Holder must submit payment in full or the first payment due (in the case of a License Holder being approved by the School District to make monthly payments) along with post-dated cheques for credit card submission for the balance, prior to the License being approved. The License Holder is responsible to pay the School District the following charges as determined by the School District:
 - a. License fees
 - b. Costs for facility cleaning
 - c. Costs for security services including opening and closing of the Facility, security escort, or static guard(s)
 - d. Costs for district liaisons
 - e. Cost for technicians and/or equipment fees
 - f. Damages to facility and/or equipment

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- g. Applicable sales tax
 - h. Administrative Fees for cheques or monthly credit card payments that come back Insufficient Funds/ISF or declined.
 - i. Amendment fees for changes made to the application or approved License
21. **Payment:** Payment is accepted in the following forms:
- a. **In Person** – Visa, Mastercard, Debit, Visa Debit, Exact Cash, or Cheque (payable to School District #36). In person payments can be made at the District Education Centre located at 14033-92 Avenue, Surrey BC.
 - b. **Online** – Visa or Mastercard
 - c. **Mail** – Cheque (payable to School District #36) – ensure your License number is listed on the cheque or enclosed in an envelope with payment.
 - d. **Monthly Payment Plan:** The License Holder may request to be on a monthly payment plan for bookings where there is a combined balance of \$1,000 or higher for the year. Monthly payments can be requested by email to rentals@surreyschools.ca and must be approved annually and included on an approved License.

A valid Visa or Mastercard will be required to be on file and will be charged automatically on the last day of the previous month and no other payment schedule will be permitted.

If payment is by cheque, monthly post-dated cheques will be required to be provided for the full duration of the rental period.

If more than two payments are returned as declined or insufficient funds in a School Year, the License Holder will be removed from the monthly payment plan. Any outstanding balance must be paid in full, and all future payments will be required to be in full prior to the start of the License. Additional fees may apply. The License Holder is welcome to pay the balance in full at any point.

22. **Additional Fees:** The License Holder will be responsible for the payment of additional School District staff, security or custodial where those staff are required to attend the Facility in any of the following situations.
- a. To assist the License Holder with the use of the Facility
 - b. To respond to emergencies arising during the License Holder's use of the Facility
 - c. To assist in opening or closing the Facility, or returning to the site to assist with reopening areas if locked out
 - d. To provide cleaning services required to render the Facility back to the condition it was at the start of the License Period.
23. **Refunds:** In circumstances where the School District or License Holder modifies a previously approved rental License, a credit may be applicable. Refunds are processed once per month and made in the same format at the original method of payment.

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- a. **Credit Cards:** Refunds will be processed back to the original card where payment was processed. If the License Holder has received a new card since the payment has been processed, the refund typically will be linked to the new card automatically. Refunds may take up to 14 business days from the date of issue to appear on the License Holder's credit card statement. If the refund does not appear within that period, contact your financial institution for more information.
 - b. **Debit, Exact Cash, Visa Debit, Cheque:** Cheque refunds will be issued to the name listed on the account. If the License is booked under an organization's name, the cheque will be addressed to the organization. No personal cheques will be issued to those that have booked under an organization's name. Cheque refunds have a 6–8-week processing time from the date posted on eBASE Community Portal to when they will be received via mail.
 - c. **Monthly Payments:** License Holders that are on monthly payment plans (see section 19) will not receive monthly refunds. Refunds will remain on the account until the end of the school year. Should there be a credit remaining on the account in June annually, this will be refunded via the methods above.
24. **Performing Rights Fees and Royalties:** The License Holder will pay all applicable fees and royalties required by performing rights societies or bodies such as Broadcast Music Incorporated (BMI), Re: Sound Music Licensing Company; the Society of Composers, Authors and Music Publishers of Canada (SOCAN); the Composers, Authors and Publishers Association of Canada (CAPAC); or any other performing rights society or body.

Cancellation

25. **Amendment or Cancellation by License Holder:** To receive a refund or credit, written notice of cancellation must be provided no less than 10 business days in advance of the License Period being cancelled by email, fax or registered/regular mail to Facility Rentals. The License Holder will pay an administration fee for any booking alteration including cancellation or changes to the times, days and Designated Space requested or required by the License Holder after the License Application has been submitted.

Requests for cancellation or amendment of a License with less than 10 business days notice may result in the request not being accommodated, or the forfeit of any monies paid by the License Holder for bookings of space that are less than 10 business days out from the cancellation/amendment date.

Requests for amendment and/or cancellation are only accepted from the License Holder contact identified on the application and/or License. The License Holder understands, upon cancellation of the License or partial License, they will lose their historical status to those times/days/spaces and will no longer receive priority access over other community requests for that space in the preceding year.

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26. **Cancellation by School District:** The School District may cancel or revoke either specific usage or a License without cause, for any reason whatsoever, at any time and the License Holder will have no claim or right to reimbursement on account of any loss, damages or expense arising from such cancellation as per section 28. Substitute space in the School District will not be made available. A refund or credit may be provided. Where a License Holder arrives at a site and is unable to access the space, they must call the emergency lines located on page one of the rental License and notify the School District by email to rentals@surreyschools.ca within 48 hours of the failed or delayed entry to request a credit. If a request for credit is received later than 48 hours after the expected date of entry, no credit will be provided.
27. **Inclement Weather:** If the Facility is closed during the day due to inclement weather, it will not be open for the License Holder's use that evening. If a Facility is open during the day, Licenses may still be cancelled due to snow, ice, immediate or preventative maintenance, or other weather-related concerns (i.e. [power outage](#)). License Holders will be notified by email when cancellations are announced and may also visit www.surreyschools.ca for cancellation information. A refund or credit will be provided.
28. **Failure to Comply** with the Community Use Agreement and/or the License Agreement may result in any of all the following:
- a. Liability for additional charges and/or damages;
 - b. Termination of the License;
 - c. Cancellation of any other existing licenses; and
 - d. Rejection of future license applications
 - e. No refund will be issued if the License is terminated for non-compliance with the License Agreement
29. **Abusive Behaviour:** Acts of verbal, physical, or emotional abuse, or acts of intimidation by the License Holder or any Attendees to any School District staff, community members, or other renters will not be tolerated. Where the School District determines acts of abusive behaviour occur, all rights of the License Holder under this License Agreement will terminate immediately, and the School District will be entitled to retain all monies and fees paid or payable under the License.
30. **Inappropriate Events or Activities:** The School District reserves the right to interrupt the License Holder's use of the Facility and/or terminate a License if, in the School District's opinion, the event or activity taking place in the Facility, in whole or in part, is obscene, defamatory, racist, contrary to the spirit and intent of the Canadian Charter of Human Rights and Freedoms, the BC Human Rights Code and/or Board Policy and Regulations, may reasonably cause a conflict between groups, or is otherwise improper or is detrimental to the School District. On the exercise of such discretion, all rights of the License Holder under this License Agreement will terminate immediately, and the School District will be entitled to retain all monies and fees paid or payable under the License.
31. **Limitation of Liability:** The License Holder acknowledges and agrees there is no warranty or representation of any kind with respect to the License, the Facility or Designated Space, either expressed, implied or at law, including as to its safety, fitness for a particular purpose or any

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other matter. The License Holder licenses the designated space in an “as-is, where is” condition. The License Holder acknowledged and agrees that the School District shall not be liable to any person or party for any losses arising in connection with (i) The License agreement, the License, the Facility or the Designated Space, any Inadequacy, Deficiency, or Defect therein, (ii) The operation, use, care, maintenance, repair or return thereof, (iii) any delay in delivering or providing any of the foregoing, (iv) failing to provide any of the foregoing, or (v) any damage whatsoever and howsoever caused and whether arising under contract, tort, strict liability, negligence or other theory of liability. The School District will not be liable for any special, incidental, consequential, or indirect, punitive, exemplary or like damages (including lost premises, interruption of business, loss of goodwill or work stoppage), whether arising under contract, tort, strict liability, negligence or other theory of liability

Insurance & Indemnification

32. **Insurance:** The License Holder shall, without limiting its obligations or liabilities, and at its own expense, provide and maintain the following insurance with insurers licensed in British Columbia:

- a. Comprehensive General Liability insurance with a limit of not less than Two Million Dollars (\$2,000,000.00) inclusive per occurrence for bodily injury and property damages including loss of use thereof, which shall:
 - i. Extend to cover the License Holder, its officers, employees, servants, agents, contractors, and volunteers;
 - ii. Include “**The Board of Education of School District No. 36 (Surrey)**” as an additional Insured with respect to liability arising out of the use of occupation by the License Holder of the Facility belonging to the School District. If an address is required for insurance purposes use 14033-92 Avenue, Surrey B.C. V3V 0B7
 - iii. Include a cross liability clause and tenant’s legal liability insurance and
 - iv. Require that the school District receives 30 days’ notice of material change or cancellations to the insurance policy.
- b. Host Liability insurance covering the service of alcohol is required where an event includes alcohol (approval in writing is required from the School District Facility Rentals Department in advance of any event where alcohol is served).
- c. Any additional insurance that the License Holder is legally required to carry, or otherwise considers necessary at its sole discretion.
- d. A single Insurance policy in the License Holder’s name must cover all of the dates of the rental period on the License. Single day policies for multi-day bookings are not accepted.
- e. The License holder must provide the School District with evidence of all required insurance no less than 10 business days prior to the start of the License Period.
- f. The License Holder will receive an approved License from the School District upon receipt of an insurance certificate that meets the requirements outlined in this License and upon receipt of all required payments. Evidence of insurance shall be in the form of a certificate of insurance. When requested by the School District, the License Holder

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shall provide certified copies of required insurance certificates. Insurance must be in the legal name of the License Holder as recorded on the License.

33. **Indemnification:** The License Holder shall indemnify and hold harmless the School District and its officers, employees, servants, agents, and contractors from any and all loss, liability, claims or expenses arising out of the use of occupation of the Facility, except to the extent that such loss arises from the independent negligence of the School District.
34. **Waiver of Subrogation:** The License Holder hereby agrees to waive all rights of subrogation or recourse against the School District with respect to the use and/or occupation of the Facility by the License Holder.

Designated Space

35. **Designated Space:** Except as stated below, the License Holder and Attendees are not permitted to use or access any part of the Facility other than the Designated Space.
- a. **Parking:** unless otherwise stated in the License, the License includes non-exclusive use of the Facility's parking lot. The License Holder must ensure that Attendees park in designated stalls as indicated by pre-painted lines, and must not block or impede access to garbage, recycling, organics bins, fire lanes or parking lot gates.
Additional fees may be charged to the License Holder if the License Holder or Attendees block bins, fire lanes or parking lot gates. The License Holder is responsible to ensure that the parking lot is locked at the end of the License Period. Should a car be parked in the lot, the License Holder should post a note on the car providing the Facility Rentals emergency number to contact to have the lot unlocked at an appropriate time so that they may remove their car.
 - b. **Hallway Access:** If the Designated Space includes interior space, the License includes non-exclusive use of the hallways needed to access the Designated Space and designated washrooms or washrooms closest to the Designated Space.
 - c. **Washroom Access:** If the Designated Space includes interior space, the License includes non-exclusive use of designated washrooms or washrooms closest to the Designated Space. The License Holder and Attendees are only permitted to access washrooms designated by the School District. Washroom access is not permitted when the Designated Space includes only exterior space. Placement of portable washroom units at exterior spaces may be possible, at the License Holder's expense, with prior written approval from the School District's Facility Rentals Department. Approval is not guaranteed.
 - d. Attendees must not block corridors, stairwells or exits at any time during use of the Facility.
 - e. Attendees must wear clean, non-marking footwear inside gymnasiums at all times, no exceptions.
 - f. The License Holder shall maintain the Designated Space, including hallways and washrooms accessed by Attendees, in a sanitary, tidy, and safe condition.
 - g. The Designated Space must be left in exactly the same condition it was in at the start of the License Period, including condition and placement of furniture and equipment.

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36. **License of Parking Space Only:** The License Holder may request to book exclusive parking lot space or access to all weather gravel fields for parking where an Event will be taking place not on School Grounds, or when not accompanied by rental of interior or field space. Where parking on gravel fields occur, the License Holder must submit a parking plan to the school District by email to rentals@surreyschools.ca for review and include information and a map indicating how nearby trees will be protected from damage, including details on how the plan meets [City of Surrey Tree Protection Bylaw 16100](#), as well as the route Attendees will take into and out of the parking lot. The License Holder is not permitted to use lime, salt, herbicide, diesel, chalk or any marking paint that will cause damage or remain after the last day of the License Period.
37. **Booking Parking Spaces and Fields** The License Holder may request temporary access to a gate key that will allow them to open a parking lot where the License includes multiple dates and where the License Period is outside of regular School District caretakers hours. To submit a request for a gate key, the License Holder must email rentals@surreyschools.ca.

Where use of a key is granted, the License Holder will pay a [deposit](#) for the key and will be required to pick up the key no more than 5 business days prior to the first date of use from the Facility Rentals Department located at 14033-92 Avenue, Surrey BC during regular business hours of Monday to Friday 8am-4pm. The License Holder will be required to complete a Key Lending Agreement upon arrival.

The License Holder must return any keys granted by the Facility Rentals Department within 5 business days of the last day of the License Period. When the key is returned, the License Holder will receive a refund of the deposit. Failure to return the key within 5 business days of the end of the License Period will result in the forfeit of the deposit.

No more than 1 key per licensed Facility may be signed out by a License Holder. Access to a gate key is not guaranteed.

Facility Use and Damage

38. **Inspection:** The License Holder or Event Supervisor is required to inspect the Facility for damage (including but not limited to walls, floors, windows, equipment, furniture) at the start of each License Period. If damage is present, the License Holder or Event supervisor is required to take photos documenting the damage and must notify the School District and provide copies of the photos by email to rentals@surreyschools.ca within 24 hours of the License Period with photos time stamped at the time of the booking. If no damage is reported, any damage found by the School District at the conclusion of the License Period will be deemed to have been caused by the License Holder and the License Holder will be responsible for the cost to repair the damage in the sole discretion of the School District and at costs determined by the School District, including reasonable charges for the School District's staff time, equipment, and materials. The School District will invoice the License Holder for any repair costs. If the License Holder has not paid the invoice within 10 business days, all of the License Holder's existing licenses will be suspended with no refund or reimbursement provided for booking times during the suspension,

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until the invoice is paid in full.

If the License Holder is unable to access the Designated Space they must notify the Rentals Department within 24 hours by email to rentals@surreyschools.ca

39. **Incident Reporting:** An Incident Report form must be completed and submitted (available through the Facility Rentals Department) within forty-eight (48) hours whenever:
 - a. Medical/First Aid attention is administered.
 - b. Loss or damage to School District property occurs
40. **Purpose of Use:** The License Holder will use the Facility for the purposes set out in the License only. No changes or alterations shall be made to any Facility or the License Holder's purpose of use unless expressly granted permission in writing permission by the Facility Rentals Department and included in the License.
41. **Suitability** The School District provides no stated or implied warranty as to the suitability or condition of the Facility for the License holder's purpose.
42. **License Holder's Own Risk:** The License Holder accepts the facility on an as-is basis at the License Holder's own risk. The License Holder acknowledges that the Facility may contain asbestos and/or asbestos containing materials and the License Holder will not drill, hammer, pin or otherwise disturb the walls, floors, or structures of the facility without express written consent from the School District.
43. **Responsibility for Facility Damages:** The License Holder is responsible for any and all damages to the Facility and any other School District property arising out of the booking by the License Holder. The License Holder will pay the School District for the full cost of any repairs or replacements required to any interior or exterior part of the Facility due to damage caused by the License Holder in the sole discretion of the School District and that costs determined by the School District including reasonable charges for the School District's staff time, equipment, and materials.
44. **Damage to School District Equipment:** Where damage is caused to School District equipment, the License Holder will pay the full cost of any repairs or replacements of the equipment, including reasonable charge for the School District's staff time and materials.
45. **Repairs and Maintenance:** The License Holder acknowledges that repairs and maintenance to the Facility and the School District's equipment or property will be completed only by School District staff or contractors chosen by the School District. The License Holder is not permitted to perform any repair or maintenance work, other than light cleaning. Repairs and maintenance include, but are not limited to, janitorial services, snow removal, paint repair, repair or replacement of permanent fixtures, repairs or replacement of equipment, and provision of utilities. Repairs and maintenance required by the License Holder for the direct operations of their event or activities and not otherwise required by or for the School District will be completed at the License Holder's expense and will be charged to the License Holder in advance of the completion of the necessary work. All work, maintenance, repairs or upgrades requested by the License Holder must be made by email to rentals@surreyschools.ca and must be reviewed and approved in writing by the School District's District Facilities Centre in advance of the License Period.

Terms and Conditions for Surrey School District Facilities

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The School District, its agents, employees, and servants will have the right to enter the Facility or any part thereof at any time to make repairs, alterations, routine inspections, additions, in the event of an emergency, or for any other purpose which it may deem necessary for the safety, preservation, or improvement of the Facility. The School District, its agents, employees, and servants will be allowed to take any material into the Facility that may be required to make such repairs, alterations, or additions without being liable to pay any compensation or damages to the License Holder.

Furniture & Equipment

46. **School District Furniture:** If the Designated Space is interior space within the Facility, the License Holder is permitted to use whatever furniture is in the Designated Space, such as desks, chairs, benches, tables, and lights. The License Holder and Attendees are prohibited from touching, moving, using personal and staff items that may be in the Designated Space such as pens, paper, notebooks, projects, student, or staff work in progress or completed.
47. **White Boards & Chalkboards:** The License Holder and their Attendees must not erase writing that is on whiteboards or chalkboards at the Facility. A License Holder may write or draw on whiteboards or chalkboards located in the Designated Space, provided it does not disturb pre-existing writing. No obscene words, gestures or objects are permitted to be written or drawn at any time, not any content of a violent or illegal nature or any material contrary to the BC Human Rights Code. All writing or drawing done by the License Holder or their Attendees must be removed at the end of each Booking Time. The License Holder is responsible to provide all materials required for writing during the License Period. Writing on White Boards must be done with dry-erase marker only, and writing on chalkboards must be done with chalk only.
48. **Desks:** The License Holder and their Attendees may not access the inside of student's or teacher's desks at any time.
49. **School District Equipment:** Use of other School District equipment and supplies such as art supplies, books, toys, paper, pencils, pens, sports equipment, nets, balls, rackets, pinnies, cones, audio visual equipment, computers, telephones, photocopies or fax machines, is not permitted unless otherwise stated on the License or approved in writing by the School District. **Equipment is rented in as-is condition.** Equipment is purchased and maintained by each school and is subject to their budgets. Equipment quality will vary from site to site. Use of equipment by a License Holder may be revoked at any time without compensation or substitute equipment being provided, including in cases where condition of the equipment has deteriorated beyond where it is safe or appropriate for use.
50. **Rented Projectors:** Where the License Holder has rented a projector from the School District, the License Holder is responsible to power the projector off at the end of each License Period. If the License Holder or any Attendee leaves the projector on at the end of any License Period, the License Holder will incur a cost of \$900.
51. **Moving School District Furniture & Equipment:** If the License Holder will be moving School District furniture or equipment, the License Holder is required to take photos before and after each use to ensure and document that furniture and equipment has been returned to the same

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location and condition it was in at the start of the License Period.

52. **License Holder or Attendee Equipment:** The School District is not responsible for any property, equipment or supplies brought to the Facility by the License Holder or any Attendee. All property, equipment, or supplies including any signs brought to the Facility by the License Holder or any Attendee must be removed at the end of each License Period, unless otherwise approved in writing by the School District. If items not approved to stay at the Facility are not removed at the end of the License Period, the School District will remove and dispose of those items and costs for removal and disposal will be charged to the License Holder. The License Holder and Attendees will have no rights to claim damages or losses against the School District related to the removal of items left at the Facility at the end of a License Period.

Prohibited Items, Activities and Equipment

53. The following items, activities or equipment are prohibited at all Facilities.
- a. **Unapproved Items:** Balloons, chalk used anywhere other than on chalkboards, confetti, glitter, paint, permanent markers, powder, rice, silly string, tape or any other adhesives and wax applied to ceilings, doors, floors, grounds, walls and windows are prohibited.
 - b. **Unapproved Activities:** Hockey, Roller Derby, Weightlifting, Weddings, Funerals, Memorial Services and Vigils.
 - c. **Prohibited:** The License Holder shall not possess, display, have or use any replica or toy weapon, on any school premises except as a prop in a theatrical production. If the replica or toy weapon is used in a theatrical production, it shall be stored appropriately when not required for the production. The License Holder must follow the [Firearm Violence Prevention Act](#).
 - d. **Smoking, Vaping, Cannabis, and Illegal Drugs Prohibition:** The License Holder shall ensure that there is no smoking, vaping or the use of cannabis or illegal drugs in the Facility or on any other School District property by the License Holder or any Attendee. The Cannabis Control and Licensing Act prohibits the consumption of cannabis on School District property or within a prescribed distance from School District property. If smoking, vaping or the use of cannabis or illegal drugs persists, the License will be cancelled immediately with no refund provided.
 - e. **Scent Free Environments:** The License Holder will not use, and will ensure no Attendees use, any perfumes/colognes or any scented products while in the Facility, including the usage of incense.
 - f. **Flammable/Combustible/Smoke Generating:** The use of candles, open flames or any other smoke generating device regardless of size in or on the grounds of any Facility is strictly prohibited.

ITEMS, ACTIVITIES AND EQUIPMENT REQUIRING APPROVAL

54. **Items, Activities and Equipment Requiring Approval:** The following items, activities or equipment are not permitted unless approved in writing by the School District. Written approval for any of the following activities should be requested at the time of submitted a License application and must be requested a minimum of 10 business days in advance of the License

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Period. Additional rules may apply and will be provided to the License holder if approval is granted.

- a. **Food and Beverages:** No food or drink, with the exception of water, are permitted inside the Facility unless prior arrangements have been made with the School District and approved in writing. In no circumstances will food or drink, other than water, be permitted in gymnasiums.
 - b. **Alcohol Service:** Alcohol services is prohibited unless approved in writing by the School District no less than 10 business days prior to the date of use. No internal School District groups may serve alcohol on School District property (including school, School District, or PAC groups).
 - c. **Smudging:** Smudging activities may be permitted outdoors where the School District provides written approval in advance of the License Period. The License Holder must request a copy of the rules for smudging and must comply with those rules.
 - d. **Barbeques:** Propane barbecues may be permitted outdoors where the School District provides written approval in advance of the License Period. The License Holder must supply one fire extinguisher per barbecue. Each fire extinguisher must be in good working order and kept near the barbecue. Indoor storage of propane tanks, flammable, and combustible materials is prohibited.
 - e. **Inflatables:** Inflatables such as bouncy castles, slides or related items are not permitted to be used inside the Facility. Such structures may be used outdoors where the School District provides written approval in advance of the License Period. The License Holder must request a copy of the rules for use for inflatables and must comply with those rules.
 - f. **Animals:** The License holder will not have any live animals at the Facility without prior written approval, unless they are a certified guide/service animal.
55. **Media/Privacy:** The School District takes the privacy of its students and staff seriously. If the License Holder or Attendees are accessing the Facility while school is in session, or when School District events are taking place, no photos or video footage in which students or School District staff appear may be taken, except with the written approval of the School District and with written consent of the photographed or recorded students and/or staff. A License Holder may not set up video surveillance equipment that may record images or sound other than the direct images or sounds of their booked activity or event.

INTERNET/NETWORK ACCESS

56. **Internet Access:** The License Holder acknowledges that the only available network for internet use is the public guest network available at the Facility. The License Holder understands that Attendees are able to use the public guest network free of charge, but are required to adhere to the School District's network guidelines for access and use. **Access to the network is not guaranteed.** Guest network limits the amount of data and the speed with which data can be accessed or used and is not recommended for business or event or activity operations purposes as it can not be relied on. The public guest network will restrict internet access to any websites/applications deemed unsafe/inappropriate by the School District. The License Holder

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shall indemnify and hold harmless the School District and its officers, employees, servants, agents and contractors from any and all loss, liability, claims or expenses arising out of the network use, accessibility, availability, strength, and reliability. The License Holder will not have access to School District staff or student log-in credentials and will not be provided access to a secured or separate network. Guest sessions are valid for 3 hours, after 3 hours guests may be required to sign in again.

EMERGENCY PREPAREDNESS

57. **First Aid Requirements:** The License Holder must ensure they meet all relevant government, governing body and WCB requirements for first aid training and supplies while at the Facility. Access to the School District's medical supplies, outside of an AED where available, is not permitted and the License holder should make no assumption that the School District will provide any first aid in relation to their event or activity.
58. **Capacity Limits:** The License Holder must ensure the capacity of any Designated Space is not exceeded.
- a. Classroom Capacity – 20 people
 - b. Library Capacity – 30 people
 - c. Elementary and Secondary gym capacities vary by facility and can be found at the link [here](#)
 - d. Theatre capacities vary by facility and can be found at the link [here](#)
59. **Emergency Response:** When using the Facility, the License Holder will ensure these emergency response steps are followed. The Event Supervisor will be responsible for coordinating and communicating actions and information to Attendees and liaising with the School District when an emergency is required.

Call 9-1-1 -Timely notification of emergency personnel is critical in the event of the following scenarios

Scenario	Expectations and Response
<p><u>Fire</u></p>	<p>On first arrival in the Designated Space, the Event Supervisor must</p> <ol style="list-style-type: none"> 1. Identify and familiarize themselves with the available emergency equipment (i.e. fire extinguishers, pull stations, emergency exits) 2. Identify and familiarize themselves with the primary and alternate routes of evacuation posted at the Facility, and provide direction on these routes to Attendees. <p>In the event of a fire:</p>

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	<p>1. Call 9-1-1</p> <ol style="list-style-type: none"> 2. Activate the fire alarm 3. Ensure all attendees have evacuated the facility. 4. Report immediately upon exiting to the; School Principal, Caretaker, or Call the Facility Rentals Emergency Line if neither the Principal nor Caretaker are on site. <p>On activation of the fire alarm, mandatory evacuation is required, and re-entry is not allowed until Fire Services provide approval. See exception below under Lockdown.</p>
<u>Lockdown</u>	<p>Should there be a threat within the Facility that would require a lockdown:</p> <ol style="list-style-type: none"> (a) Stop all activities (b) Close and secure doors if possible (c) Gather Attendees in an area away from windows and doors (d) Remain silent (e) If possible, turn lights off (f) Maintain the above until Police Services have terminated lockdown <p>During a Lockdown disregard fire alarm unless immediate danger of smoke or fire.</p>
<u>Hold & Secure</u>	<p>Should there be a threat within the community, remain within the Designated Space and follow direction of the caretaker. If the caretaker cannot be found, or the situation appears concerning or dangerous, take cover, turn off the lights, remain silent, call 911 immediately.</p> <p>If the License Holder or Event Supervisor arrives at the Facility and is unable to enter due to an ongoing Hold & Secure, please leave the area immediately and contact Facility Rentals when possible to obtain a refund or rebook.</p>
<u>Intruder</u>	<p>If you notice someone not part of your group and you do not know why they are in the Facility:</p>

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	<ol style="list-style-type: none"> 1. Call 9-1-1 (note you can always stand them down but you cannot take back the wrong decision not to call) 2. Notify school district personnel in the following order of priority; Principal (if on site), Caretaker (if on site), Facility Rentals Emergency Line.
<u>Medical Emergency</u>	<ol style="list-style-type: none"> 1. Call 9-1-1 2. Render medical assistance 3. Notify school district personnel in the following order of priority; Principal (if on site), Caretaker (if on site), Facility Rentals Emergency Line. <p>It is important to know the location of the Automated External Defibrillator (AED). AEDs are available at most secondary schools, District Education Centre and Resource Education Centre, but not at elementary schools.</p>
<u>Shelter-In-Place</u>	<p>Where a physical, biological or chemical hazard exists outside the Facility, close all doors and windows, secure and stay away from exterior windows and doors. Stay in a sheltered area until safe to evacuate or instructed to do so.</p>

General Terms

60. **Communicable Disease:** The License Holder is required to remain informed and ensure all Attendees comply with any and all laws, regulations, orders, guidelines, directions and advice from regulatory bodies concerning communicable disease management and prevention to the extent they are applicable to the License Holder or its events or activities including, but not limited to, recommended or required protocols from: Provincial Health Office, British Columbia Centre for Disease Control, WorkSafe BC, BC Ministry of Health, BC Ministry of Child and Family Development, ActSafe BC, and Via Sport (the "Rules"). The License Holder shall enforce the Rules for all Attendees, and any resulting contravention of the Rules shall result in dismissal of the License Holder and all attendees from the Facility. The School District reserves the right to cancel or amend an License at any time due to health orders or advice from any relevant government agency. Where a License is cancelled, the License holder will be provided with a refund for the effected License Period.

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61. **Office of the Information and Privacy Commissioner of BC:** When using video surveillance including but not limited to video/audio doorbells, security cameras, and other devices, the License Holder must follow all guidance issued by the Office of the Information and Privacy Commissioner of British Columbia (OIPC) surrounding Overt Video Surveillance. Additional information can be found at the link (<https://www.oipc.bc.ca>)
- a. The School District can stipulate requirements for the usage of this technology where required.
 - b. Surveillance must be limited to only what is necessary as deemed appropriate by the OPIC.
 - c. Applications for the technology should allow for the License Holder to schedule technology to only be on when programs are in operation. No use of cameras are permitted during other periods of the day.
 - d. Clear signage is required including specific time periods listed when the cameras are activated.
 - e. The system should not record the images as when using video doorbells, the justification is only to be able to view who is at the door when programs are in session.