# Policy G.4 (Formerly 6000) Utilization of Properties by General PublicDate Passed: October 1999Date Approved: November, 1999Date Amended: March 2017

**Preamble**

Subject to the needs of the educational programs of Haida Gwaii School District No. 50, it is desirable to make school district properties available to the communities served within the district.

*Definitions*

*(a) COMMERCIAL (COMM) - Person or persons making a profit from goods or services supplied while using school district properties;*

*(b) NON-PROFIT ORGANIZATIONS (NPO) - Programs that do not provide profit to sponsor or participants.*

**1.0 Procedure**

The responsibility for administering such regulations is vested in the Principal of the School or the Maintenance Supervisor.

i. It is the policy of this School District to grant permission for rental and use of properties for the use of school age children and by the general public.

ii. Granting of use is subject to other suitable and adequate facilities not being available within the community concerned.

iii. Rental fees must be charged after assessment of use and according to rental fees set by management team and governed by regulations.

iv. Use of properties covers premises and grounds as is, and includes equipment that is specifically approved by the Principal of the school.

v. Principals will have the responsibility of giving out keys and codes and arranging for custodial cleanup.

vi. Commercial interests within the district or interests falling outside the school district operation may be granted use of such facilities, subject to procedure.

**2.0 Application for Use**

i. Form G.4.1 *Application for Rental-Use of School Facilities Rental agreement* will be completed for each application for use

ii. Applications for Commercial Use shall be made on a standard school district form obtained through the school.

iii. For user Groups of 20 or more participants, it is recommended that custodians cleanup after use.

iv. Non-Profit Groups must provide their own liability insurance for sports related events (i.e., floor hockey, basketball, soccer, badminton, etc.).

v. Classroom rentals will be considered for meetings on the condition that nothing in the classroom is disturbed and with the approval of the teacher in charge of that classroom.

**2.1 Review of Application**

i. The Principal or District Manager will process all applications.

ii. All rentals may be subject to direct supervision by school district personnel.

iii. In reviewing any application for use consideration will be given:

a) to activities of direct education benefit;

b) any other use based on individual merit with non-profit and charitable use taking precedence over any profitable endeavor.

iv. Copies of approved applications will be forwarded to the School District Administration Office.

**3.0 Substances**

The use of tobacco, narcotics, or alcohol is not permitted on school properties. This includes alcohol sales, prizes or fundraisers.

**4.0 Responsibility for Damage**

i. The lessee will be held responsible for any damage, whether to persons or to property, including the exterior of all school buildings, grounds and fences.

ii. All facilities must be left in clean and tidy condition.

**4.1 Condition of Premises**

All premises are rented "as is" and the Board does not accept the responsibility for theft, injury, loss or personal damage while the building is in use by the lessee.

**4.2 Supervision**

i. The lessee must provide sufficient supervision to maintain order, and prevent unauthorized persons from entering rooms and hallways not authorized on the permit for use.

ii. Activities must be confined to the area granted for use.

**5.0 Hours of Access**

Unless special authority is obtained, which will only be granted under very exceptional circumstances, all facilities must be vacated by 10:00 p.m.

**5.1 Access to Buildings**

i. Arrangements for access to buildings and their security during the evening should be made with the Principal of the school.

ii. Security and access come under the direction of the custodial staff or are subject to other suitable arrangements being made with the Principal of the school or Maintenance Supervisor.

iii. The District Office will handle summer rentals with the Maintenance Supervisor having jurisdiction over facilities use.

**6.0 Rental Fees**

i. Schools will collect rental fees (table 6.1.i.) and will forward all fees collected to the School Board Office.

ii. 50% of fees will be used to maintain the facilities and the other 50% will be used to the benefit of the school through trust funds.

**6.1 Rental Rates**

i. Rental fees directly associated with a school program will be credited to that program.

iii. All rates are exclusive of custodial fees incurred in conjunction with the rental.

**Table 6.1.iii. Haida Gwaii School District School Rental Rates**

|  |  |  |
| --- | --- | --- |
|  | **Commercial****Hourly Rate** | **Non-Profit Organization****Hourly Rate**  |
| Use of Classroom | $30.00 | N/A |
| Use of Library  | $50.00 | N/A |
| Use of Gymnasium | $80.00 | N/A |
| Use of Board Room (0900 to 1700 hours) | $30.00 | $5.00 |
| Play Fields *Subject to conditions of field* | N/A | N/A |

iv. Custodial fees to be charged are as follows for weekends, after hours and holidays:

Table 6.1.iv. : Haida Gwaii School District School Rental Custodial Fees

|  |  |
| --- | --- |
| Gidgalang Kuuyas Naay Secondary (GTN); Sk'aadgaa Naay Elementary; Tahayghen Elementary; Gudangaay Tlaats'gaa Naay Secondary (GTN) | 2 Hour minimum charge @ $50.00 per hour |
| Agnes L. Mathers School and Port Clements Elementary | 2 Hour minimum charge @ $25.00 per hour |

**6.2 Equipment Use**

i. Schools will collect Equipment use fees and will forward all fees collected to the School Board Office.

ii. Only that equipment which has been approved for use by the Principal of the school or Maintenance Supervisor shall be used by the lessee.

**7.0 Cancellation**

i. The Maintenance Supervisor and the Principal of the School have the right to cancel use without incurring any obligation or liability.

ii. In the event of cancellation as per 7.0.i., lessees will be refunded their rental fee.

**8.0 Certificates of Insurance Required for High Risk User Groups**

Certificates should be issued by the insurer or insurance broker of the user group and must contain the following information:

1. Name of the insurance company and the binder or policy number.
2. Name and address of the insured (user group).
3. Policy period (covering at least the period the agreement is in place).
4. Description of coverage.
5. Policy limits.
6. Description of insured operations and location(s).

**Form G.4.1 *Applications for Rental-Use of School Facilities Agreement***