School District No.50-Haida Gwaii

**FORM G.4.1: APPLICATION FOR RENTAL/USE OF SCHOOL FACILITIES**

**LOCATION:** ☐ Sk’aadgaa Naay ☐ Port Clements ☐ Agnes L. Mathers ☐ Tahayghen

☐ Gidgalang Kuuyas Naay ☐ Gudangaay Tlaats'gaa Naay ☐ OTHER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SPACE REQUIRED:** ☐ CLASSROOM ☐ SHOP ☐ GYMNASIUM ☐ LIBRARY ☐ SCHOOL FIELDS ☐ BOARD ROOM ☐ OTHER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**FURNISHINGS/EQUIPMENT REQUIRED:** TABLES CHAIRS OTHER: \_\_\_\_\_\_\_\_

**LESSEE INFORMATION:**

Name of Organization (Lessee): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Person: Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mailing Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Fax:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Description of Activity: \_\_\_\_\_\_\_\_ #. Participants: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**PLEASE COMPLETE THE FOLLOWING SECTION PRIOR TO FORWARDING TO BOARD OFFICE.**

Dates Required: From: \_\_\_\_\_\_\_\_\_\_ To: \_\_\_\_\_\_\_\_\_\_ # of weeks/sessions\_\_\_\_\_\_\_\_\_

Weekend Used: ☐Yes ☐No Day(s) of Week: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Times: \_\_\_\_\_\_\_\_\_ to

***If alternative arrangements to open/close the building are made do not include the custodial call-out charges.***

|  |  |  |  |
| --- | --- | --- | --- |
| **Rental Rate:** | **Rate:** | **# of Hours** | **Sub-Total:** |
| Hourly Rental Rate: |  |  |  |
| Custodial Call-out: (minimum $100.00) |  |  |  |
| Additional Costs: |  |  |  |
| Number of Weeks: |  |  |  |
| Additional Costs: |  |  |  |
| **COST TO BE INVOICED:** | | |  |

**Principals Approval Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Code: Maintenance Supervisor Signature:

Comments:

|  |  |  |
| --- | --- | --- |
| **RENTAL RATES** | **Commercial**  **Hourly Rate** | **Non-Profit**  **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 |
| Custodian Call-Out-for opening/closing, Weekends/Holiday at GKN, SNES, TAH & GTN | $50.00 (min 2hrs) | $50.00 (min 2hrs) |
| Custodian Call-Out-for opening/closing, Weekends/Holiday at ALM & Port | $25.00 (min 2hrs) | $25.00 (min 2hrs) |

**APPLICANTS MUST AGREE TO THE FOLLOWING PROVISIONS:**

1. The Board are not responsible or liable for any accidents or injuries arising from this use.
2. All facilities must be vacated by 10:00pm unless other arrangements have been made.
3. Any abuse of rental privileges will mean cancellation of this agreement and may result in a denial of future rentals. The Lessee agrees that there is no warranty expressed or implied on the part of the Board as to the suitability or condition of the school premises mentioned in this agreement and that the Lessee accepts the said premises at his/her own risk. The Lessee covenants to indemnify and save harmless the Board from all loss, costs and damages which may arise as a consequence, either directly or indirectly, from the granting of this lease. The Lessee agrees to indemnify the Board for any loss or damage to the Board’s premises to which this lease relates. The Lessee understands and agrees that this lease may be revoked or cancelled at any time with or without cause and that, in the event of such revocation or cancellation, there should be no claim or right to damages or reimbursement on account of any loss, damage or expense.

4. It is the responsibility of the lessee to familiarize themselves with Haida Gwaii School district 50 Policy G.4: Utilization of properties by the General Public.

**Indemnification and Hold Harmless**

1. Shall indemnify and hold harmless School District No. 50 Haida Gwaii (the “Owner”), 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 School District by the lessee 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 School District.

**Waiver of Subrogation**

1. Hereby agrees to waive all rights of subrogation or recourse against the School District No. 50 (Haida Gwaii) with respect to the use or occupation by the lessee of the premises described in the Agreement.

***The Following Applies to High Risk User Groups (i.e., Contract Sports Groups)* Liability Insurance for High Risk User Groups**

1. 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 amount acceptable to the School District.
2. Provide proof of General liability insurance with a limit of not less than One Million Dollars ($1,000,000.00) (or such other amount as the School 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 group, its officers, employees, servants, agents, contractors and volunteers and shall include the School District, its officers, employees, servants, agents and contractors as additional Insured’s with respect to liability arising out of the use or occupation by the (lessee named above) of the property belonging to the School District.

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

5. Shall provide the School District with evidence of all required insurance prior to the effective date of the agreement. Such evidence of insurance shall be in the form of a certificate of insurance. When requested by the School District, the lessee shall provide certified copies of required insurance policies.

***These 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).

1.**PARTIES**: The parties to this Agreement are the Haida Gwaii School District 50 (The Owner) and the Lessee (Named above)

I have read and agree to abide by the condition of this document in addition to School Board Policy G.4:

SIGNATURE DATE

**OFFICE USE: CANCELLATION**

Date: \_\_\_\_\_\_\_\_\_\_\_\_ Time: \_\_\_\_Refund $ \_\_\_Cancelled by: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Reason: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_