

## TERMS & CONDITIONS OF FACILITIES/GROUNDS RENTAL LICENSE

1. IDENTIFICATION. The term School District herein is utilized to identify the Board of Education of School District No. 36 (Surrey).
2. CHARGES. The Licensee is responsible to pay the School District:
  - a) rental fees
  - b) costs for clean-up of facilities, based on the School District's wages and benefits costs;
  - c) costs for security services including facility opens and closes; and
  - d) damages to facilities and/or equipment
  - e) applicable sales or Goods and Services Tax
3. SUITABILITY OF FACILITIES. The School District provides no stated or implied warranty as to the suitability or condition of the facilities for the Licensee's purposes; and the Licensee accepts the facilities on an "as is" basis at the Licensee's own risk.
4. RESPONSIBILITY FOR FACILITIES/DAMAGES. The Operator shall maintain the License Area in a sanitary, tidy, and safe condition, to a standard consistent with that set by the Board and the administration of the School, and will leave the License Area in good repair at the end of the License.

The Licensee shall pay the Board for the costs of any repairs (including reasonable charges for the Board's staff time, equipment and materials) that arise directly from the Licensee's operations, reasonable wear and tear excepted. The Licensee is not permitted to perform any repair or maintenance work on the License Area, other than day to day light cleaning.

The Licensee will use the License Area for the purposes set out in the contract only.
5. INCIDENT REPORTING REQUIREMENT. 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.
6. COMPLIANCE WITH LAWS AND LICENSING REQUIREMENTS The Licensee shall comply at its expense with all fire, safety, health and governmental and other regulatory authority requirements applicable to the Licensee or the Program including food safety, service and health permits. The Operator will pay all required fees as they become due and will maintain all required licenses in good standing.
7. COMPLIANCE WITH LOCAL REGULATIONS The Licensee shall comply with rules made by the school principal and by the Board.
8. SMOKING PROHIBITION. The Licensee shall ensure that there is no smoking on the License Area and shall make its best efforts to ensure that there is no smoking on the School grounds or in the School buildings by any of the Operator's employees, volunteers, clients or invitees. If smoking persists by any of the above, the License will be cancelled.
9. AMENDMENT OR CANCELLATION BY LICENSEE. Where the Licensee wishes to cancel or amend a signed contract, this must be done by providing notice in writing to Facility Rentals, by email at [facilityrentals@sd36.bc.ca](mailto:facilityrentals@sd36.bc.ca), fax (604) 590-2368, or by mail (119 – 7565 132 Street, Surrey, BC V3W 1K5). In order to receive a refund or credit, notice in writing must be provided no less than two business days in advance of the cancellation.
10. PREEMPTION OF USAGE. The Licensee acknowledges that its use of facilities provided herein may be preempted when required for school or Board functions or due to Joint Use Agreements. In such cases, the School District will endeavour to provide the Licensee with appropriate notice. Substitute space in the district will not normally be made available. A refund or credit will be provided.
11. CANCELLATION BY SCHOOL DISTRICT. The School District may cancel or revoke either specific usage or a contract without cause and the Licensee will have no claim or right to damages or reimbursement on account of any loss, damages or expense arising there from. The Licensee will also have no preferential or historical rights to any facilities that are available, or become available, which are not covered on the Licensee's contract, should the School District cancel or revoke that contract.
12. ABUSE OF PRIVILEGES. The School District reserves the right to cancel rental privileges pursuant to this contract and the privilege to enter into future contracts, where there has been abuse of rental privileges or negligence in complying with the conditions outlined here.
13. INDEMNIFICATION AND HOLD HARMLESS. The Licensee 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 and/or occupation of property belonging to the School District by the Licensee 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.
14. WAIVER OF SUBROGATION. The Licensee hereby agrees to waive all rights of subrogation or recourse against the School District with respect to the use and/or occupation by the Licensee of the premises described in this contract.
15. INSURANCE. The Licensee is responsible for obtaining its own property insurance to protect personal property of the Licensee or that of its staff or invitees located in the School  
The Licensee shall maintain at its own expense liability insurance as follows: Comprehensive General Liability insurance (including bodily injury and property damage) on an occurrence basis with respect to the Licensee's activities at the School. The limit of such insurance shall be at least \$2,000,000 inclusive per occurrence. This insurance shall name the Board as an additional insured with respect to liability or damage arising out of the use or occupancy of any Board property by the Licensee. It shall include a cross liability clause and tenant's legal liability insurance in the minimum amount of \$1,000,000. The Licensee's policies of insurance shall require that the Board receive 30 days notice of material change or cancellation. The policies shall be placed with insurers licensed in British Columbia.  
The Operator shall provide the Board with evidence of such coverage in the form of an insurance certificate, on request
16. COMPLETE AGREEMENT. This License is the complete agreement between the School District and the Licensee.

*I have read and understand these terms and conditions:*