



Background

The primary purpose of School facilities is to support the mandated educational program and related activities as well as School-approved events. School facilities may be made available for community use. Significant costs accrue from maintaining and operating school facilities; therefore, rental fees may be assessed.

Procedures

1. The Superintendent or designate, in collaboration with the Principal, will review requests for the use of the School facility and determine the appropriateness of the request within the context of regular school use.
 - 1.1 The review will include a determination of costs that may be incurred and the willingness of the sponsoring group to assume such costs.
2. If it is determined that use of the School by an outside organization can be supported, the Superintendent will review the School's lease agreement to determine compliance with the lease.
3. Where uncertainty exists as to the use of the School facility by an outside organization, the Superintendent will review the lease agreement with the Calgary Board of Education's Leasing Department.

Reference:

Education Act, s. 52, 53, 54, 197, 222
Societies Act



Agreement for Use of School Facilities

I, _____ (the "User") hereby agree to rent the following facilities/equipment from the Calgary Girls Charter School.

Special Conditions (if applicable list here):

School:
Room(s):
Dates:
Times:
Purpose/Function:
Equipment Required (If requested, as per list approved by Principal or designate):
Person responsible for opening/closing facility:
Rental Rate:

The User agrees to abide by the following listed regulations and be responsible for the conduct and supervision of all persons admitted to the school buildings and grounds by the User:

1. Regulations

- a. Entrance: Entrance to the building will be as directed by the designated by the school site administrator. Only the designated areas listed above can be used by the User.
- b. Tobacco Use: Smoking or any other use of tobacco is prohibited in any part of the school building or school grounds.
- c. Liquor: Alcoholic beverages will not be permitted in any part of the premises.
- d. Signs and Decorations: There will be no tacking or nailing of any signs or decorations or other materials on walls, floors, ceilings, nor any defacing of the building. Note: With written permission of the site administrator, the User may post items in designated areas.
- e. Use of Equipment: Contact the site administrator to make arrangements for the use of any school equipment or furniture other than the furniture already in the designated area. Furniture or equipment that is moved must be returned to its original place of storage.
- f. Gym Footwear: Users must wear clean, dry and non-marking runners before going on the gym floor. No tape on sticks.
- g. Damages: The User will be responsible for all damage caused during use of the facility. The User assumes responsibility for reasonable care of the property and for obtaining any required permits. The User will pay repair or replacement costs for damages to the building or equipment caused by the User.
- h. School Use Priority: In the event that the school requires use of the facility on one of the scheduled days of use by the User, reasonable notice will be given to the User and if possible, an alternative location provided.
- i. Hours of Use: The specified times asked for, and agreed upon, will be adhered to at all times. The arrangement is for the current school year with option for the parties to renew on an annual basis.

2. Insurance

Standard Clauses	User Groups		
	Commercial	Non-Profit	Community
Indemnification and Hold Harmless	X	X	X
Liability Insurance Requirement	X	X	
Waiver of Subrogation	X	X	X
Certificate of Insurance	X	May be requested	

- a. Indemnification and Hold Harmless: The User shall indemnify and hold the Calgary Girls Charter School and any of its officers, employees, servants, agents, and contractors harmless from any and all loss, liability, claims or expenses arising out of use and/or occupation of the CGCS property 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 Calgary Girls Charter School.
- b. Liability Insurance: The User shall, without limiting its obligations or liabilities herein and at its own expense, provide and maintain the following insurance with insurers licensed in Alberta and in forms and amounts accepted to the Calgary Girls Charter School. Comprehensive liability with a limit of not less than \$1,000,000, 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 Calgary Girls Charter School (the leaser) and the Calgary Board of Education (the lessor), its officers, employees, servants, agents and contractors as additional insured with respect to liability arising out of the use or occupation by the User of the property of the Calgary Girls Charter School.

- c. Waiver of Subrogation: The User hereby agrees to waive all rights of subrogation or recourse against the Calgary Girls Charter School with respect to use or occupation by the User of the premises described in the Agreement.

- d. Certificate of Insurance: The User shall provide the Calgary Girls Charter School 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 required by the Calgary Girls Charter School, the User shall provide certificated copies of required insurance policies. These certificates should be issued by the insurer or insurance broker of the User and must contain the following information:
 - name of the insurance company and the binder or policy number
 - name and address of the insured (User)
 - policy period (covering at least the period the agreement is in place)
 - description of coverage
 - policy limits
 - description of insured operations and locations
 - signature of authorized representative and date.

Note: Insurance coverage must not contain an exclusion regarding injury to participants.

Signature of User’s Authorized Representative (must be over 21 years of age)

Name: (please print) _____

Address: _____

City: _____ Province _____ Postal Code: _____

Telephone: _____ Cell or alternate: _____

Email: _____

Date: _____

Calgary Girls Charter School

Signature of Authorized Representative

Name: _____

Title: _____

Date: _____

Reference:
AP547 Use of School Facilities