

APPENDIX 2

Procedures for Rental of School Facilities Policy 5.02

(Terms and Conditions for Facility Rental)

Booking a Facility Rental

1. The gymnasium, staff room, and instructional areas, including classrooms, science lab, computer lab and library, with associated use of the main hall and washrooms (the "Rental Areas"), will be made available for rent to responsible organizations (the "Renting Organization") for meetings and / or suitable educational or recreational programs ("Facility Rental").
2. Rental Areas will normally be available for Facility Rental on school days from 6:00 pm – 8:30 pm. This time is inclusive of the total activity, including any setup, and the ending time shall be the time the Facility Rental group clears the school. Where possible Rental Areas can be booked for Facility Rental during instructional hours, provided those activities do not interfere with classroom instruction of Connect Charter School students.
3. Connect Charter School functions, which are extensions of regular school activities, School Council functions, and Board functions have priority over rental by outside groups and will be scheduled annually, wherever possible.
4. Facility Rental will be approved by and made through the Connect Charter School Principal. Thirty days advance notice is preferred for booking. The Connect Charter School Principal's approval or disapproval of the Facility Rental will be final.
5. Organizations wishing to view the Rental Areas must make a prior appointment with the Connect Charter School Principal for this purpose.
6. The Facility Rental charges are \$60.00 per hour (or fraction thereof).
7. A Facility Rental Agreement with the renting organization and Rental Permit will confirm all Facility Rentals.

Facility Use

1. A Connect Charter School Caretaker must be on duty during all Facility Rentals. The Connect Charter School Principal may authorize school-based staff to use the Rental Areas, as a regular extension of the school program, without a caretaker being on duty.
2. The Connect Charter School Caretaker will be responsible for:
 - a. Seeing that the Renting Organization has access to the building and designated Rental Areas; supervisors to be allowed access 15 minutes prior to the Facility Rental time; or earlier if prior arrangements have been made.
 - b. Making designated equipment available as per the Facility Rental Agreement.
 - c. Reporting on damages, loss, or inappropriate behaviour or activities of the Renting Organization.
3. Caretakers will have the authority to protect Connect Charter School fire safety and Connect Charter School regulations.
4. All Renting Organizations shall designate, prior to usage time, a person to act as a supervisor for the activity. This person shall be directly responsible for the safety and the conduct of the organization's individuals as well as for the organization as a whole. Supervisors of the activities shall make themselves known to the Connect Charter School Caretaker at the time of Facility Rental.
5. Smoking is not permitted in school buildings.
6. Connect Charter School officials shall have the right to visit and inspect the Rental Areas during any Facility Rental for which a Rental Permit has been granted.

7. Connect Charter School reserves the right to cancel any Rental Permit at any time if the conduct of those using the building or equipment is not satisfactory or is deemed to be causing harm to the school, or if school-based (instructional and outreach related) initiatives conflict with the Facility Rental.
8. All Renting Organizations must ensure that participants in their programs use appropriate equipment and wear footwear that is not harmful to the floor (this includes spectators).
9. The use of school equipment, such as the public address system, is not included in the Rental Permit unless specifically stated. If any stage or playing equipment or any other equipment is brought into a Connect Charter School school building, it must be delivered and removed with a minimum of interference to regular school programs.
10. Limited gymnasium equipment in the school may be made available where specified on the Rental Permit.
11. Connect Charter School will not provide storage for any items belonging to a renting organization.
12. Connect Charter School will not permit Facility Rental for liquor or gambling-related functions.

Responsibility and Indemnification

1. Responsibility for protection of Connect Charter School property and prevention of damage to equipment shall rest entirely with the Renting Organization using the facilities. Proper precautions must be taken to prevent such damage.
2. The Renting Organization shall be responsible for any damages, loss and/or costs to the facility or equipment, resulting from their use of the school.
3. The Renting Organization agrees to indemnify and hold harmless the Connect Charter School, the Connect Charter School Administration, The Connect Charter School Board, and all Connect Charter School employees from all claims, demands, proceedings, losses, damages, liabilities, costs and expenses (including, without limitation, all legal fees and disbursements suffered or incurred by the Connect Charter School as a result of or arising directly or indirectly out of or in connection with the Facility Rental.
4. It is the responsibility of the Renting Organization to obtain signed waivers (in the form attached to the Facility Rental Agreement) from all participants in the activities undertaken as part of the Facility Rental Agreement.
5. Connect Charter School assumes no responsibility with respect to other permits, which may otherwise be required in order to conduct the Facility Rental activities.

Insurance

1. All Renting Organizations must provide a Certificate of Insurance to Connect Charter School evidencing adequate liability insurance coverage and, wherever possible, proof that the Connect Charter School and the Calgary Board of Education have been added to the renters liability policy as an "Additional Insured".

CONNECT CHARTER SCHOOL FACILITIES LICENSE AGREEMENT

LICENSEE: _____

DATE: _____

LICENSEE CONTACT INFORMATION

Name:	Position in Licensee Organization:
Phone Numbers:	Email:
Mailing Address:	

FACILITIES REQUESTED

<input type="checkbox"/> Gym	<input type="checkbox"/> Stage	<input type="checkbox"/> Classroom	<input type="checkbox"/> Library	<input type="checkbox"/> Other:
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ACTIVITY/USE INFORMATION

Description of Proposed Activity/Use:	
Age Range of Participants:	Number of Participants:

DATES AND TIMES REQUESTED

Date(s)	Start Time	Finish Time

Subject to the terms of this Agreement and payment of the License Fee of \$_____ (as defined in the Terms and Conditions attached hereto as Schedule "A"), the Connect Charter School Society does hereby grant to the Licensee the non-exclusive right and license to use the above-noted facilities, on the date(s), time(s) and for the purpose(s) specified above. **Cheques for payment of the License Fee should be made payable to "Connect Charter School".**

The Terms and Conditions attached hereto as Schedule "A" are incorporated into and form a part of this Agreement. **By signing below, the Licensee acknowledges that it has read and understood this Agreement.**

IN WITNESS WHEREOF the Licensee and the Connect Charter School have executed this Agreement, with effect as of the date first written above.

LICENSEE

Per: _____

Name: _____

Title: _____

Date: _____

CONNECT CHARTER SCHOOL SOCIETY

Per: _____

Name: _____

Title: _____

Date: _____

SCHEDULE "A"

TERMS AND CONDITIONS

Grant of license and permitted use

8. Subject to and in accordance with the terms of this Agreement, the Connect Charter School Society ("**CONNECT CHARTER SCHOOL**") hereby agrees to grant to the Licensee the non-exclusive license and right (the "**License**") to use and occupy the facilities identified on page 1 of this Agreement and forming part of the Connect Charter School (the "**Licensed Area**") for the sole purposes of: (i) meetings held by the Licensee, (ii) educational or recreational programs conducted by the Licensee from time to time, and (iii) such other use(s) of the Licensed Area as may be stated on page 1 of this Agreement or otherwise approved by **CONNECT CHARTER SCHOOL** from time to time.
9. The Licensed Area will only be available for use and occupation by the Licensee on the dates and times set out on page 1 of this Agreement, and otherwise at the sole discretion of **CONNECT CHARTER SCHOOL**.
10. The Licensee shall not use, or suffer or permit any use of, the Licensed Area for any purpose or in any manner other than as contemplated by this Agreement. Licensee, and the employees, agents, representatives, participants, invitees and attendees of the Licensee shall comply with all applicable federal, provincial and municipal statutes, rules, regulations, codes, ordinances and policies, as well as all policies, rules and regulations of **CONNECT CHARTER SCHOOL**.

Access to Licensed Area

11. The Licensee shall be entitled to reasonable access to the Licensed Area during the dates and times specified on page 1 of this Agreement. Access to the Licensed Area outside of the specified dates and times (whether such access is required for setup or otherwise) shall not be permitted except in the sole discretion of **CONNECT CHARTER SCHOOL**. **CONNECT CHARTER SCHOOL** shall not be responsible for the moving, setting up, or taking down of any equipment brought in by or for the Licensee or any invitees of the Licensee.

License Fee

12. In consideration of the License granted to the Licensee hereunder, the Licensee shall pay, concurrently upon the signing of this Agreement by the Licensee, a license fee equal to _____ Dollars per hour per room or, for periods of less than an hour, a pro rated portion thereof (the "**License Fee**"). **CONNECT CHARTER SCHOOL** shall not be under any obligation to provide the Licensed Area to the Licensee or to fulfill any of its obligations under this Agreement until the License Fee has been paid in full.

Clean Up and Responsibility for Equipment and Licensed Area

13. Licensee shall return the Licensed Area and personal property of **CONNECT CHARTER SCHOOL** which has been borrowed or used by the Licensee and any of the Licensee's employees, representatives, agents or invitees, to **CONNECT CHARTER SCHOOL** after expiration of the License in the same condition as and when received, and shall reimburse **CONNECT CHARTER SCHOOL** upon demand for any and all costs, expenses, charges or fees incurred in the repair or replacement of damage to the Licensed Areas or any of the aforementioned personal property as a result of the acts or omissions of the Licensee, or the employees, representatives, agents or invitees of **CONNECT CHARTER SCHOOL**. For greater certainty (and without limitation), any stage or playing equipment or any other equipment brought into the **CONNECT CHARTER SCHOOL** school building by the Licensee or its agents, representatives or invitees, must be brought into and removed from the **CONNECT CHARTER SCHOOL** premises with a minimum of interference to **CONNECT CHARTER SCHOOL** school programs.

Supervisor to be identified

14. Prior to using the Licensed Area, the Licensee shall designate a person to act as a supervisor for the activity to be carried on by the Licensee in the Licensed Area (each, a "**Supervisor**"), who shall be responsible for the safety and the conduct of the Licensee, and the Licensee's employees, representatives, agents, invitees and attendees. Supervisors shall identify themselves as such to the CONNECT CHARTER SCHOOL caretaker who is on duty at the outset of the Licensee's use of the Licensed Area.

Covenants of the Licensee

15. The Licensee hereby covenants with CONNECT CHARTER SCHOOL, for the duration of the License:
 - a. to permit representatives of CONNECT CHARTER SCHOOL (including any CONNECT CHARTER SCHOOL caretaker) to visit and inspect the Licensed Area during such times as the Licensed Area is in use by the Licensee;
 - b. to ensure that the Licensee and all of its agents, representatives or invitees use appropriate equipment and footwear that is not harmful to the floor or the property of CONNECT CHARTER SCHOOL or the property of any of its students and staff ;
 - c. to comply strictly with the capacity limitations of the Licensed Area and the CONNECT CHARTER SCHOOL premises;
 - d. not to permit food or beverages except in designated areas;
 - e. not to smoke, or permit any of its agents, employees, representatives or invitees to smoke in or near the CONNECT CHARTER SCHOOL premises;
 - f. except with the permission of CONNECT CHARTER SCHOOL and after having complied with any applicable legal and regulatory requirements (including any applicable requirement to obtain a liquor license), not to consume, or permit the possession or service of alcoholic beverages by any of its agents, representatives or invitees on or near the CONNECT CHARTER SCHOOL premises;
 - g. not to obstruct any passageway or exit in any manner or to obstruct the visibility of any designated exit at any time; and
 - h. not to bring or permit to be brought onto CONNECT CHARTER SCHOOL premises any material, substance, equipment, or object which is likely to endanger the life of or cause bodily injury to any person or property or which is likely to constitute a hazard.

Right to terminate license; damage and destruction

16. CONNECT CHARTER SCHOOL reserves the right to cancel the License granted hereunder, and to cancel this Agreement, at any time and with immediate effect if the conduct of those using the CONNECT CHARTER SCHOOL building or equipment is, in the sole and arbitrary discretion of the CONNECT CHARTER SCHOOL, deemed inappropriate or to be harmful to the school, or the staff and/or students of the school, or if school-based (instructional and outreach related) initiatives conflict with the License, or upon five (5) days' verbal or written notice to the Licensee contact identified on page 1 of this Agreement. CONNECT CHARTER SCHOOL reserves the right to require the removal of all objectionable persons (as determined by the CONNECT CHARTER SCHOOL in its sole discretion) from the CONNECT CHARTER SCHOOL premises (including any Licensed Area).
17. In the event that the Licensed Area or any other portion of the CONNECT CHARTER SCHOOL premises is wholly or partially damaged or destroyed (for any reason whatsoever), then CONNECT CHARTER SCHOOL may terminate this Agreement and the License granted hereunder by verbal or written notice to the Licensee,

with immediate effect. In the event of any such termination, CONNECT CHARTER SCHOOL shall not have any liability on account of the unavailability of the Licensed Area. CONNECT CHARTER SCHOOL alone shall be entitled to any insurance proceeds or sums paid or payable as damages or compensation on account of any such damage or destruction, and no part thereof shall accrue or be payable to the Licensee.

Indemnity

18. The Licensee agrees that it will protect, indemnify and save harmless CONNECT CHARTER SCHOOL, the Connect Charter School Board, and each of their respective directors, officers, employees, contractors and agents at all times against, and in respect of, any and all damages, including without limitation any claims, actions, demands, losses, costs, expenses, liabilities, penalties, charges and damages (including solicitor-and-client fees suffered or incurred by CONNECT CHARTER SCHOOL or the Connect Charter School Board or either of their respective employees in investigating or in attempting to avoid the same or oppose the imposition thereof) resulting from:
- a. any violation of any laws, ordinances, order, rules or regulations of governmental authorities occurring on or about the CONNECT CHARTER SCHOOL premises occasioned by any act or omission of the Licensee, its agents, representatives, employees or invitees;
 - b. any accident, sickness, disease or death or other occurrence causing any injury to any person, or damage to any property, directly or indirectly, due to any act or omission of the Licensee, its agents, representatives, employees or invitees, or due to any failure on the Licensee's part, in any respect, to comply with the requirements and provisions of this Agreement, or due to the Licensee's use of the Licensed Area and access thereto; and
 - c. any failure of the Licensee in any respect to comply with or perform any of the requirements and provisions of this Agreement which are to be observed or performed by the Licensee.

Insurance

19. Without limiting or diminishing the indemnity provision set out at Section 11 hereof, the Licensee, at its own cost or expense, shall carry and maintain commercial general liability insurance with a limit of not less than \$10,000,000 for any one occurrence for any amounts that the Licensee is legally obligated to pay with respect to bodily injury (including death) and property damage. The Licensee shall add each of CONNECT CHARTER SCHOOL and the Calgary Board of Education as an "additional insured" with respect to the use and occupation of the Licensed Area by the Licensee.
20. Proof that the Licensee has satisfied the requirements of Section 12 hereof shall be provided to the CONNECT CHARTER SCHOOL by the Licensee promptly upon request, and failure to do so may result in the immediate termination by the CONNECT CHARTER SCHOOL of this Agreement and the License granted hereunder.

Limitation of Liability

21. The CONNECT CHARTER SCHOOL makes no warranty or representation, express or implied, statutory or otherwise, that the Licensed Area or facilities of the CONNECT CHARTER SCHOOL will meet the Licensee's requirements or are fit for a particular purpose. The Licensee acknowledges that it has inspected the Licensed Area and/or the facilities of the CONNECT CHARTER SCHOOL and determined that the Licensed Area is suitable for the permitted purposes hereunder. **Licensee further acknowledges and agrees that the Licensed Area shall be provided by CONNECT CHARTER SCHOOL to the Licensee "as is", "where is" and "with any and all faults", and without any representation or warranty of any kind (express or implied) including, but not limited to, representation and warranties as to the merchantability and fitness for use for any particular purpose of the Licensed Area or any equipment or other personal property located in or around the Licensed Area, and shall be used by Licensee for the specified purposes at Licensee's own risk.** CONNECT CHARTER SCHOOL assumes no responsibility

with respect to any permits or requirements which may need to be obtained or satisfied in order for the Licensee to conduct its activities.

22. The conduct of the Licensee's representatives, employees, agents and invitees while on CONNECT CHARTER SCHOOL premises shall be the responsibility of the Licensee. The Licensee accepts all responsibility for any injury to any person(s) or property or loss or damage to property or theft of personal property on the CONNECT CHARTER SCHOOL premises resulting from the Licensee's access to or use of the CONNECT CHARTER SCHOOL premises (including without limitation the Licensed Area). Failure by the Licensee or any of the Licensee's representatives, employees, agents or invitees to follow all applicable laws, rules and regulations will be cause for termination of any license granted hereunder, cancellation of any further licenses granted to the Licensee, and termination by CONNECT CHARTER SCHOOL of this Agreement.

Miscellaneous

23. This Agreement and documents incorporated by reference herein constitute the entire agreement between the parties pertaining to the subject matter hereof and supersede all prior agreements, understandings, negotiations and discussions with respect to the subject matter hereof whether oral or written. Except as provided in such materials, there are no conditions, representations, warranties, undertakings, promises, inducements or agreement whether direct, indirect, collateral, express or implied made by the parties. No supplement, modification or waiver of this Agreement shall be binding unless executed in writing by the parties.
24. Any term, condition or provision of this Agreement which is or is deemed to be void, prohibited or unenforceable shall be severable herefrom and be ineffective to the extent that such term, condition or provision is void, prohibited or unenforceable without in any way invalidating the remaining terms, conditions or provisions of this Agreement.
25. Licensee may not assign this Agreement or the License without the prior written consent of the CONNECT CHARTER SCHOOL. This Agreement will bind each party and its successors and assigns.
26. No amendment to this Agreement shall be effective unless reduced to writing and signed by authorized representatives of each of the parties.
27. This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein. The parties agree that the courts of the Province of Alberta will have non-exclusive jurisdiction to determine all disputes and claims arising between the parties.
28. No course of delaying, course of performance, or failure of either party strictly to enforce any term, right or condition of this Agreement shall be construed as a wavier of any other term, right or condition. No wavier or breach of any provision of this Agreement shall be construed to be a waiver of any subsequent breach of the same or any other provision.
29. Time is of the essence of this Agreement.
30. It is the sole responsibility of the Licensee to obtain signed waivers from all invitees and attendees of the Licensee who participate in the activities of the Licensee undertaken in the Licensed Area.
31. Nothing in this Agreement, nor any performance hereunder, is intended or shall be construed to create a partnership, joint venture, or other form of business enterprise, or relationship of agency or of employment, between CONNECT CHARTER SCHOOL and the Licensee, and the Licensee shall not imply any such

relationship or endorsement in any promotion, advertisement, solicitation or other communication in connection with the License or the Licensed Area.

32. Any violation of this Agreement may result in a denial of future licensing requests.