

**THAMES VALLEY DISTRICT SCHOOL BOARD –
COMMUNITY USE OF BUILDINGS, FACILITIES AND EQUIPMENT (RENTAL PERMITS)
TERMS AND CONDITIONS**

1. The Applicant having applied for use of the school facilities, owned and administered by the Thames Valley District School Board, agrees to the terms and conditions as set out in this document.
2. The Applicant understands and agrees that the Board may revoke or cancel a Permit at any time, with or without cause and, that in the event of such revocation or cancellation; there would be no claim or right to damages whatsoever. It is further understood that the date of the Permit may be changed by the Board should the building be required for Board purposes.
3. **CODE OF CONDUCT:** It is required that all persons on school or Board property adhere to the Thames Valley District School Board Code of Conduct Procedure, which outlines acceptable standards of behavior, and maintain a safe positive environment that is free from violence.
4. **ADVERTISING:** Promotions and advertising distributed by the Applicant or rental group will not be presented in such a way that the Board is seen to endorse the rental group or the specific activities of the scheduled event(s). No advertising in connection with a permit shall be displayed on school/board property, unless otherwise approved by a Thames Valley District School Board site principal. The Thames Valley District School Board facility name can only appear on promotions and advertisements as a location site. Board staff will not respond to public inquires of any kind regarding activities and events for which permitted use of space has been granted.
5. The Permit is not transferable.
6. The Applicant is 18 years of age or older.
7. Use by 10 or more persons is required for a continuing permit.
8. **SUITABILITY:** Board facilities and equipment are maintained in accordance with current operational standards. To preview a facility or available equipment, a site visit can be arranged directly through the school's main office. Thames Valley District School Board provides no stated or implied warranty as to the suitability or condition of the facilities or applicable equipment for the rental group's purposes. The Applicant accepts the facilities and or applicable equipment on an "as is" basis at the Applicant's own risk.
9. The Applicant shall ensure:
 - a) That this group shall not infringe on the time booked by any other group and that the school shall be vacated by the time indicated on this permit.
 - i) **START TIME:** The start time on your permit is the access time and it **MUST** include any required allotment for set-up.
 - ii) **FINISH TIME:** The finish time is when all participants must be out of the school. Please ensure your program ends so there is time for participants to change into street wear and exit the school by the finish time. After making sure that the facility is in 'as found' condition and all participants have vacated the school, an Adult Program Supervisor should be the last member of your group to leave.
 - b) That the Permit has the name(s) and telephone number(s) of the first Adult to arrive, the Adult supervising the program, the last Adult to leave and a telephone contact if someone other than the on-site supervisors is arranging the paperwork.
 - c) That all doors remain **LOCKED**. It is the Adult Program Supervisor's responsibility to allow the other participants in the program into the school or to ask another Adult to do so. Please do not let anyone into the school who is not a member of your group.
 - d) That the area indicated is to be used by the participants and spectators only on the date(s), hours, and for the purpose specified on the Permit. All **INDOOR** Permits include the use of washrooms. The use of showers is prohibited.

- e) That the maximum number of persons using the school facilities shall not exceed the approved capacity of the auditorium in use or any other portion of the school facility in use.
- f) That the Program Supervisor shall start each activity informing group members of emergency evacuation procedures and exit locations. All corridors, stairwells and exits must be kept free from obstruction at all times. Multi-date permits are required to conduct at least one fire drill during the permit duration.
- g) That law and order is preserved.
- h) That there is no smoking of any kind anywhere on school property.
- i) That alcoholic beverages will not be permitted on the premises unless expressly provided for herein.
- j) That the type of program or entertainment to be provided during the term of the permit by the Applicant shall at all times conform to the law and the rules and regulations of the Thames Valley District School Board.
- k) That vehicles will be parked on school grounds in designated parking areas only. The applicant understands that parking is not guaranteed.
- l) That no changes or alterations shall be made to any facilities unless expressly permitted and provided for in this Permit. The application of powder, wax, tape or any other preparation to the floors, walls, ceilings or grounds is prohibited. The following materials are also prohibited: confetti, rice and glitter etc.
- m) Footwear: Clean, non-marking footwear must be worn.
- n) Indoor Soccer: only indoor (FUTSAL) soccer balls may be used.
- o) Floor Hockey: Equipment must be COSOM type. Wooden sticks with plastic blades are prohibited. Blades cannot have any marking tape. Only sponge pucks or sponge/hollow balls permitted.
- p) Indoor Baseball: Drills and nerf balls only. Batting is prohibited.
- q) Roller Blades/Skates: are prohibited.
- r) Basketball: Hanging off net rims is prohibited.
- s) Those high-risk activities as determined by Thames Valley District School Board will not be permitted on school property.
- t) Compliance with requirements set out in the Accessibility for Ontarians with Disabilities Act and related regulations are confirmed.
- u) That no food or beverages are permitted in the gymnasiums, auditoriums, libraries or classrooms. Sale of goods, food or beverages on Board property is prohibited unless authorized on the Permit. Refreshment Vehicles must be fully licensed and follow municipal bylaws. It must be clearly stated on the permit where the Refreshment Vehicle will be parked on the Board premises.
- v) That the use of candles, open flames or any other smoke generating device on Board premises is strictly forbidden. Upon site approval, only propane barbecues will be permitted outdoors, provided that the event organizer/applicant supplies one fire extinguisher per barbecue unit. Indoor storage of propane tanks, flammable and combustible materials is prohibited.

10. The Applicant agrees to indemnify and save harmless the School Board from all losses, claims, demands, costs, damages, suits of whatever nature or kind which may arise as a result of the use by the Applicant, its servants or agents, of the facilities permitted. **THE BOARD'S INSURANCE DOES NOT PROTECT PERMITHOLDERS, USERS, OR USER GROUPS.** The Applicant is required to provide comprehensive general liability insurance of at least Two Million Dollars (\$2,000,000.00) and to name the Thames Valley District School Board as an Additional insured on the policy, with respect to the Applicant's use of the premises. An insurance certificate shall be provided to the Board with the completed Permit Application. It is the responsibility of the permit holder to ensure that all vendors, including refreshment vehicles, are insured. The permit holder may purchase insurance through the Community Use office for the groups who are unable to provide a Certificate of Insurance. The cost of the insurance will be reflected in the total cost of the permit.
11. **LIABILITY FOR DAMAGES:** Any damages caused to the facilities or to any school equipment shall be the liability of the party holding the permit. Thames Valley District School Board reserves the right to take any action required if accommodation and/or facilities provided are damaged or left in unsatisfactory conditions. Costs resulting from damages will be charged to the offending Applicant.
12. **NOTWITHSTANDING** the use granted by this permit, facilities shall not be available on days during which schools have been closed by the Administration/Board because of inclement weather or other reasons. The Board does not undertake to provide snow ploughing or grass cutting for applicants. School grounds shall be snow ploughed and cut according to the regular schedule established by the Maintenance Department of the Board. In the event this maintenance interrupts a scheduled event, the Applicant understands to temporarily vacate the designated area.
13. **BOARD/SCHOOL EVENTS:** The primary use of school facilities is for delivery of education to students. The use of Board facilities for Board or school related functions shall take priority over rentals and override any existing permit. In such circumstances, the Board will change the permit date or issue a refund if applicable.
14. **RENTAL/CUSTODIAL CHARGES:** Operational requirements of facilities require that Custodians must be on duty for all permits, including Internal Events being hosted under the direction of TVDSB Administration, TVDSB staff or TVDSB Trustees. When custodians are regularly on duty, no custodial charge related to the use of the facility shall be levied unless additional help is required for set up, supervision and/or clean up. Custodial fees are charged for every hour a custodian is required to be at the school outside of regular working hours or weekends (minimum 3 hours). Additional hours are added to the permit hours to allow for the opening and closing operational requirements of the school. The Applicant understands and agrees that rental and custodial charges, if any, are based on the expected use of Board facilities, and if the nature of the use, or the duration of the use, is different than originally anticipated, the Board reserves the right to increase the rental and/or custodial charges accordingly. Similarly, if the extent of actual clean-up required is greater than what was originally anticipated, the Board reserves the right to increase the custodial charges accordingly.
15. **CHANGE OR CANCELLATIONS:** Change or cancellations should be directed to the Community Use of Facilities Office with a minimum of one week's notice. The applicant understands and agrees, that once **APPROVED** each and every change or modification or cancellation of this permit, initiated by the Applicant, may result in a processing fee. Please refer to our Cancellation Procedure.
16. The Thames Valley District School Board reserves the right to maintain supervision, care, custody and control of the facilities during the term of the permit through its agents or employees.
 - a) The Custodian or designate shall be present for all uses of the building by Non-Board groups. The Custodian shall at all times, be in charge of the building and grounds.
 - b) The Custodian is required to attend the building minimally fifteen minutes prior to the start time on the Permit (dependent on facility size and/or conditions) to check the premises and prepare the building for occupancy. The Custodian will remain on duty until all participants have exited and the building has been inspected and locked.

- c) One of the Program Supervisors should be the first member of the group to arrive, supervise the entire program and be the last person to leave. The Custodian will allow the Program Supervisor access to the building and return to pre-assigned duties. The group is responsible for monitoring the doors. For security purposes, DOORS MUST NOT BE PROPPED OPEN.
17. The Applicant or any of its employees, agents, or partners shall comply with Ontario Regulation 521/01 made under the Education Act, in relation to the collection of personal information. The Applicant certifies they do not have a criminal record.
18. The Applicant agrees, in the event that the Board requests it, to provide copies of a criminal background check of the Applicant, or any employees, agents, or partners of the applicant, along with an offence declaration in the event that documentation is requested by the Board.
19. The Applicant acknowledges:
- a) That the permitted premises and the buildings in which same are located may contain asbestos and / or asbestos-containing materials and the applicant hereby accepts the permitted premises subject to this caveat; and
- b) That the Board presently has an asbestos management program in operation, which program includes the identification and monitoring of asbestos-containing materials in all Board facilities. Information with respect to specific locations of the substance within the permitted premises and the building in which the same are located, is available from the school Principal or Charge Custodian.
20. An Administrative Fee will be charged for NSF cheques.
21. Unless special permission is granted, school breaks (holidays, March Break, PA days) and dates blocked for school events are removed from multi-date bookings.
22. INCLEMENT WEATHER: If a school is closed during the day, it will not be open for community activities that evening. Please listen to the radio for school cancellations or visit the urgent news area on the TVDSB website, www.tvdsb.ca.
23. ENTRANCE CONCERNS: If the school has not been opened and there is no sign of a custodian on site 15 minutes AFTER permit start time, the standby person can be contacted. However, an unnecessary callout will be charged back to the Applicant. Refer to the appendices area on the individual permit for standby phone numbers.
24. Community Use of Buildings, Facilities and Equipment POLICY and PROCEDURE is available online.

Notice of Collection: *In accordance with Section 29(2) of the Municipal Freedom of Information and Protection of Privacy Act, 1989, this is to advise you that the information you have provided is collected under the legal authority of Section 327 of the Education Act, R.S.O. 1990, c.E.2 as amended, and may be used as necessary for some or all of the following principal administrative purposes related to: the Board operation; school programs and educational services, student records, and Ministries of the Government of Ontario. If you have any questions, please contact the Freedom of Information Coordinator at (519) 452-2000 ext. 20218.*

On-line Transactions: *All on-line financial transactions are conducted through DMS Technologies Inc., an independent third party provider of secure financial services. The Thames Valley District School Board does not track or maintain any personal financial data. The Thames Valley District School Board does not accept any liability for transactions conducted with DMS Technologies Inc.*

After Hours Emergency Preparedness Agreement

When using Thames Valley District School Board facilities, the following emergency planning steps shall be agreed to, and adhered with, should an event occur and impact the facility or surrounding community. It is further agreed that the User Group shall appoint an Event Supervisor that will be responsible for coordinating and communicating actions and information required under a response scenario.

| Scenario | Expectations and Response |
|-------------------|--|
| Fire | <ol style="list-style-type: none"> 1. On first arrival of the agreed area(s) of use identify and familiarize yourself with primary and alternate routes of evacuation posted on the yellow "IF YOU DETECT FIRE..." poster. Provide direction on these routes to participants within your user group. 2. On activation of the fire alarm, mandatory evacuation is required and re-entry is not allowed until Fire Services provide approval. <u>See exception below.</u> 3. If evacuation is required, the Event Supervisor shall confirm all individuals have evacuated and report that confirmation outside to the custodian immediately 4. If fire is discovered: <ul style="list-style-type: none"> - Leave the area immediately - Close doors behind you - Activate the fire alarm from the closest pull station |
| Lockdown | <p>Should there be a threat <u>within the facility</u> that would require a lockdown:</p> <ol style="list-style-type: none"> 1. Stop all activities 2. Close and secure doors if possible 3. Gather participants in an area out of sight of windows and doors 4. Remain silent 5. If possible turn off lights 6. Maintain the above until Police Services have terminated lockdown <p>Exception: During a Lockdown; disregard fire alarm unless immediate danger of smoke or fire.</p> |
| Hold & Secure | <p>Should there be a threat <u>within the community</u>:</p> <ol style="list-style-type: none"> 1. Remain within your designated area(s) and follow direction of the custodian. |
| Tornado | <p>When inside the building and become aware of a threat:</p> <ol style="list-style-type: none"> 1. Immediately stop all activities 2. Move all participants to the lowest level of the building and stay in corridor away from windows and doors 3. Close all windows and doors behind you as you move 4. Remain in a safe location until safe to vacate |
| Medical Emergency | <p>Seek immediate medical attention and immediately notify the custodian so appropriate follow-up, scene preservation and investigation protocols can be followed. It is important to know the location of the school's Automated External Defibrillator (AED).</p> |
| Place & Shelter | <p>Where a physical, biological or chemical hazard exists outside the facility, close, secure and stay away from exterior windows and doors. Stay in the sheltered area until safe to evacuate or instructed to do so.</p> |