

THE HURON-PERTH CATHOLIC DISTRICT SCHOOL BOARD

SUBJECT:

AUTHORIZATION FOR USE OF SCHOOL FACILITIES

3E:13



POLICY STATEMENT:

In accordance with the Education Act, the Huron-Perth Catholic District School Board may make available school facilities and premises for any educational or lawful purpose which it may deem proper, provided that it does not interfere with the proper conduct of the school, or does not violate the teaching of the Catholic Church.

PROCEDURE:

1. RIGHT OF SCHOOL

In granting permission for the use of school facilities, it is understood that school activities will take precedence over non-school activities.

2. WHO MAY USE FACILITIES

- a) Any responsible individual or organization, excluding political parties, may be granted a permit to use school facilities. However, school facilities shall not be available for use by individuals or organizations for private gatherings or whose purpose it is to use the facilities for the operation of a business for private gain.
- b) Any use of the facilities that may violate the canons of good morals, manners or taste, or may be potentially injurious to the Board's buildings, grounds or equipment will not be approved.

3. AVAILABLE FACILITIES

The accommodation of a school which shall be available are:

- a) Gymnasium – A gymnasium may include the regular area, the spectators' seating space, and if required, the dressing rooms and shower rooms.
- b) Classrooms – Classroom use shall be at the discretion of the principal. The use of a classroom does not include the use of equipment within that classroom.
- c) Kitchen facilities – At the discretion of the principal.

4. WHEN FACILITIES MAY BE USED

Permits may be granted for use of school facilities throughout the year.

- a) Subject to cleaning and maintenance requirements, permits may not be approved during:
 - School holidays, including summer vacation
 - Christmas vacation period
 - March Break

continued

PROCEDURE:

- b) Use of school facilities during school holidays, including Saturday and Sunday may result in a fee being charged as per the schedule of fees.

5. EVENING USE

The evening use of school facilities shall terminate no later than 11:30 p.m., the building to be cleared and closed by 12:00 midnight.

6. EQUIPMENT

Technical equipment such as a public address system may be available for use by organizations.

The provision of extra tables, chairs, dishes and cutlery shall be the responsibility of the organization renting the building. All tables, chairs, dishes, cutlery and other equipment brought in by the applicant for temporary use shall be removed without delay.

7. STORAGE OF EQUIPMENT

The storage of equipment or materials brought in by an organization shall not be permitted with the possible exception of: Cub, Scout, Brownie, Girl Guide, Catholic Parent-Teacher, School Council or YMCA groups. A principal may arrange storage of minor equipment, if space is available and it does not interfere with the operation of the school. The Board accepts no risk or responsibility for the loss or damage of any such equipment stored under this provision.

8. SUPERVISION

The applicant shall be responsible for the conduct and supervision of all persons admitted to the school buildings and grounds, and shall see that all regulations herein contained are strictly observed.

Youth activities held in the facility shall be supervised by a responsible adult who shall be named at the time the application for permit is made.

If the program requires the use of more than one room, the organization holding the permit shall provide one adult supervisor for each room in use.

9. CARE OF PROPERTY

- a) The applicant shall be responsible for insuring that reasonable care is taken to prevent damage to school property.
- b) Rubber soled shoes (approved for gymnastic use) shall be worn in gymnasium or auditorium for gymnastics or sports activities.

continued

PROCEDURE:

- c) The applicant shall insure that the use of any facilities under the permit shall be so conducted as to create minimum interference with normal school operation.
- d) Any damage to school property and equipment must be reported.

10. LIABILITY FOR DAMAGES

Any damages caused to the facilities or to any school equipment shall be the liability of the party holding the permit.

The Huron-Perth Catholic District School Board, its servants or agents shall not be responsible for any claims for damages that may arise out of the use of the facilities by the applicant.

The Huron-Perth Catholic District School Board, its servants or agents shall not be held liable for any charges which may be made as a result of the use of the facilities by the applicant.

11. ACCESS TO SCHOOL

If required, school keys shall be obtained from the Principal or such other agent as designated by the Board. School keys shall be picked up by the applicant prior to each use and returned to the Principal or such other agent of the Board in the morning on the first school day following each use.

12. REGULATIONS GOVERNING THE PERMIT

- a) The facilities shall be used only on the date(s), hours and for the purpose indicated on the permit.
- b) The permit shall not be transferable.
- c) The permit may be revoked or cancelled by the Board at any time, with or without cause and there shall be no claim or right to damages or reimbursement, on account of any loss, damage, or expense whatsoever incurred by the applicant.
- d) The date of the permit may be changed by the Board should the facilities be required for school purposes.
- e) Games of chance, lottery, or gambling in any form shall be strictly forbidden.
- f) No alcoholic beverages will be consumed on the school premises including school grounds.
- g) No social dances shall be held in school facilities except as part of a school function.
- h) No smoking shall be allowed on school property.

continued

PROCEDURE:

13. SCHEDULE OF RENTAL FEES

- a) The rental fee to be charged an organization for the use of school facilities and premises shall be in accordance with a Schedule of Rental Fees.
- b) The fee charged shall be collected by the Principal of the school and remitted to the Board.

14. ANNUAL REVIEW OF FEES

The Schedule of Rental Fees shall be examined and revised when necessary, by the Board.

15. CONTRACT

All of the statements contained in this policy are a part of every contract whether stated or not stated explicitly in the permit.

16. APPLICATION FOR PERMIT

- a) All applications for a permit shall be made to the Principal of the School. Requests for applications for a permit during vacation periods as mentioned in item 4, shall be made directly to the Director of Education or designate.
- b) The Custodian shall be informed of all permit applications prior to approval.
- c) The Principal shall forward to the Director of Education the reason(s) for refusing a permit application, which decision may be either upheld or changed.
- d) It is the responsibility of the Principal to report to the Director of Education any infraction of these regulations and/or the fees to be paid by the Board to the Custodian for his services.
- e) An Indemnification Agreement must be completed prior to a permit being issued.

BOARD APPROVAL:

January 25, 1999
Reviewed August 2004
November 22, 2004

EFFECTIVE DATE:

January 26, 1999
Reviewed August 2004
September 1, 2004

SCHEDULE OF FEES

1. GROUP A - Exempt
2. GROUP B - Exempt
3. GROUP C - Commercial

\$75.00 per event

NOTE: Where a Custodian is required for Group C, an hourly rate as contained in the current Board Custodian Agreement will be paid to the Custodian.

Hours to be submitted to the Manager of Plant for approval of payment.

4. OTHER

Summer use of school facilities by the Ministry of Education, Training Universities and the Recreation Department will be negotiated and approved by the Board.

5. No charges for playground use, but permission must be obtained.

CLASSIFICATION OF GROUPS

GROUP A – (Exempt)

- a) Activities sponsored by the Board.
- b) Meetings or activities sponsored by the Catholic Parent-Teacher Association and/ or School Advisory Council.
- c) General meetings or activities of Community Health Associations.
- d) Regular meetings of Boy Scouts, Cubs, Guides, Brownies, 4-H Clubs, Junior Farmers' Clubs and similar groups.
- e) Meetings of Church associated groups such as Parish Councils, C.W.L., C.Y.O., K. of C., and similar parish groups.
- f) Community functions sponsored by local community recreational commissions.
- g) Meetings of recognized community service clubs.
- h) Federal, Provincial and Municipal elections.
- i) Local organization functions approved by the school Principal.
- j) Social functions sponsored by Church associated groups such as Parish Councils, C.W.L., C.Y.O., K. of C., and similar parish groups.

GROUP B – (Exempt)

- a) Adult activity and recreational groups including instructional dance clubs sponsored by other than a recognized community recreational commission.
- b) Industrial or business athletic groups and leagues for purposes authorized by the school Principal.
- c) Concerts, travelogues and other functions sponsored by service clubs and other local non-profit organizations where the admission charge is used to help defray expenses and/or for charitable work in the community authorized by the school Principal.

GROUP C – (Commercial Rate)

- a) All other groups not included in Groups A & B authorized by the school Principal.



COMMUNITY USE OF BOARD FACILITIES GENERAL APPLICATION PERMIT

Applicant to complete Sections A, B, C and D (**PLEASE PRINT**) and submit in duplicate to the School Principal for approval.

SECTION A: ORGANIZATION INFORMATION

Name of Organization / User Group:				<input type="checkbox"/> For Profit	<input type="checkbox"/> Not For Profit
Address:				Postal Code:	
Name of Applicant:		Business #:		Residence #:	
Applicant E-mail:		Fax #:		Cell #:	
Back-up Contact:		Business #:		Residence #:	

SECTION B: BOOKING INFORMATION

Location:							
Purpose of Event:							
Exact Date(s) Of Use (List all dates if necessary on separate form and attach to this form):							
Repetitive Event:	<input type="checkbox"/> Single Use	<input type="checkbox"/> Multiple Use	Access Time: _____	<input type="checkbox"/> AM <input type="checkbox"/> PM	Exit Time: _____	<input type="checkbox"/> AM <input type="checkbox"/> PM	Total # of Hrs: _____
Number of Participants:	_____	Ages:	<input type="checkbox"/> Under 12	<input type="checkbox"/> 12-18	<input type="checkbox"/> 18-65	<input type="checkbox"/> Over 65	
Facilities Required:	<input type="checkbox"/> Single Gym	<input type="checkbox"/> Field	<input type="checkbox"/> Classroom(s) _____ (# of rooms required)				
(Check all that apply)	<input type="checkbox"/> Double Gym	<input type="checkbox"/> Cafetorium	<input type="checkbox"/> Other (Please specify): _____				
Custodian Required:	<input type="checkbox"/> NO	<input type="checkbox"/> YES. Custodian required to:	<input type="checkbox"/> Open	<input type="checkbox"/> Set Up	<input type="checkbox"/> Close	<input type="checkbox"/> Clean Up	

SECTION C: INSURANCE

The Board requires proof (Certificate of Liability Insurance Policy) with the Board added as an additional insured for \$2,000,000.00 prior to issuance of Permit. Cost of insurance will be included on your permit if proof of insurance is not provided at time of processing.

Proof of Liability Insurance: YES (COPY OF POLICY MUST BE ATTACHED TO PERMIT APPLICATION) NO (BOARD TO PURCHASE INSURANCE. PLEASE SIGN AUTHORIZATION BELOW)

I hereby authorize the Huron-Perth Catholic District School Board to purchase insurance for the above-named organization / user group. Signature: _____

SECTION D: APPLICANT ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT I/WE HAVE READ, UNDERSTAND AND WILL ABIDE BY THE BOARD POLICY 3E:13 AS SET OUT ON PAGE 2 OF THIS APPLICATION FORM WITH RESPECT TO THE "COMMUNITY USE OF SCHOOLS PROGRAM" FOUND AT: <http://www.huronperthcatholic.ca>

Signature of Applicant _____ Date of Application _____

****SECTIONS E AND F ARE TO BE COMPLETED BY THE PRINCIPAL****

SECTION E: FEES

Group Classification: <input type="checkbox"/> Group A – Exempt No charge <input type="checkbox"/> Group B – Cost Recovery Fee \$25.00 per day / use <input type="checkbox"/> Group C – Commercial Rate Fee \$75.00 per day / use	Group Charge: \$ _____ Holiday Charge: \$ _____ Custodian Charge: \$ _____ SUB TOTAL: \$ _____ H.S.T. (13%): \$ _____ TOTAL: \$ _____ Insurance Charge (if applicable): \$ _____ TOTAL: \$ _____
In addition a \$50.00 fee will be charged to all Groups (A, B or C) whenever any of the following apply: Use of facilities during school holidays, including Saturday and Sunday <input type="checkbox"/> YES <input type="checkbox"/> NO Custodian requested to stay on duty, or required for set-up and/or clean-up outside their daily schedule. <input type="checkbox"/> YES <input type="checkbox"/> NO	

SECTION F: MANDATORY ENCLOSURE AND APPROVAL

Copy of Liability Insurance Certificate naming HPCDSB as Additional Insured attached, OR Copy of OSBIE "Outline of Facility User Group Insurance Program" Form attached. Permission Granted Permission Denied

Cheque (payable to Huron-Perth Catholic District School Board) attached.

Signature of Principal: _____ Date: _____

**HURON-PERTH CATHOLIC DISTRICT SCHOOL BOARD
POLICY 3E:13 - AUTHORIZATION FOR USE OF SCHOOL FACILITIES**

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- d) It is the responsibility of the Principal to report to the Director of Education any infraction of these regulations and/or the fees to be paid by the Board to the Custodian for his services.

17. INDEMNIFICATION AGREEMENT

The Organization, its officers and directors agree, jointly and severally to indemnify, protect, and save harmless the Board from all loss, costs, including legal costs, jointly and of any kind, or damages on account or as a result of claims, actions, causes of action or proceedings of any kind against the Board as a result of claims of injury to person (s) or property in any way caused by or resulting from or allegedly caused by or resulting from the negligence or wrongdoing of the Organization, its officers, directors, servants or volunteers arising out of the use of the premises or equipment of the Board or other matters to which this Agreement and the Schedule (s) hereto pertain. The Organization, at its expense, shall defend any such claim, suit, action or proceeding to which the Board is a named party or to which a party seeks to name the board as a party. The Organization shall maintain insurance satisfactory to the Board, and furnish evidence of same to the Board upon request, sufficient to protect it, its officers, directors and servants and the Board from any claim for damages for personal injury, including death, and from claims for property damage as set out above in this Agreement.



Huron-Perth Catholic District School Board

INDEMNIFICATION AGREEMENT

This Agreement dated this _____ day of _____, 200__

BETWEEN:

THE HURON-PERTH CATHOLIC DISTRICT SCHOOL BOARD
("the Board")

- and -

("the Organization")

- and -

(names of individuals)

INDEMNIFICATION AGREEMENT

IN CONSIDERATION of the sum of One Dollars (\$1.00), receipt of which is hereby acknowledged and in consideration for the licence to use the Board's facilities identified in Schedule "A" attached hereto on the terms and conditions set out in said Schedule "A", the Organization, its officers and directors agree, jointly and severally to indemnify, protect, and save harmless the Board from all loss, costs, including legal costs, jointly and of any kind, or damages on account or as a result of claims, actions, causes of action or proceedings of any kind again the Board as a result of claims of injury to person (s) or property in any way caused by or resulting from or allegedly caused by or resulting from the negligence or wrongdoing of the Organization, its officers, directors, servants or volunteers arising out of the use of the premises or equipment of the Board or other matters to which this Agreement and the Schedule (s) hereto pertain.

The Organization, at its expense, shall defend any such claim, suit, action or proceeding to which the Board is a named party or to which a party seeks to name the board as a party.

The Organization shall maintain insurance satisfactory to the Board, and furnish evidence of same to the Board upon request, sufficient to protect it, its officers, directors and servants and the Board from any claim for damages for personal injury, including death, and from claims for property damage as set out above in this Agreement.

For (Organization)

For the Board

President

Secretary