

USE OF FACILITIES POLICY

A. **PRIORITIES FOR USE:**

1. **First Priority:** School and school related activities.
2. **Second Priority:** Community groups and non-profit organizations.
3. **Third Priority:** For profit and personal use.

B. **FEES FOR USE:**

Fees for community groups and/or not-for-profit organizations will be on a cost-recovery basis, and will be remitted to the division office. This may include, pro-rated costs for any utility usage, as well as for any additional costs for custodial time for after hours use. Fees for personal use and/or for-profit organizations will include any cost-recovery as well as 10% of any income generated by the user/organization. This may include, as examples, private music lessons, exercise groups, or other. Fees from for-profit organizations, in addition to cost-recovery, will be remitted to the applicable school. In circumstances where activities are sponsored by local recreation commissions, fees other than cost-recovery may be waived as part of reciprocal use agreements.

C. **APPLICATION FOR USE DURING SCHOOL YEAR:**

Rental space and time allocation for the use of any part of a school building shall be approved by the principal of that school. The principal is to be advised of the name of the official designated to be responsible for the group. Request for use should be made 15 days prior to use and shall be confirmed by a "Use of School Facilities Agreement" signed by the lessee.

D. **APPLICATION FOR USE DURING SCHOOL BREAKS:**

Rental space and time allocation for the use of any part of a school building shall be made by the principal of that school. The principal is to be advised of the name of the official designated to be responsible for the group. Request for use should be made 30 days prior to use and shall be confirmed by a "Use of School Facilities Agreement" signed by the lessee.

Use of school facilities during Christmas, Spring or Summer recesses shall be subject to approval of the Superintendent/CEO or designate 30 days prior to the event taking place.

F. **LIABILITY INSURANCE:**

All community groups and non-profit organizations requesting use of school facilities must have their liability insurance in place prior to the event. See "Use of School Facilities Agreement"

OUTSIDE USER POLICY: APPLICATION FOR USE OF SCHOOL FACILITIES – PART 1

Introduction:

The purpose of this Outside User Policy/Application is to manage and reduce the risk of injury to persons using school facilities or grounds. The school Division (“**DIVISION**”) acknowledges that school facilities are an integral part of the community. It is to the benefit of the individual / group wishing to use school property to take all reasonable steps to reduce the risk of such injury. **DIVISION** therefore requires that you (the outside user/applicant, herein called **APPLICANT**) demonstrate to the satisfaction of **DIVISION** that there will be sufficient controls in place to follow the conditions of the permit and to prevent foreseeable harm or property damage related to activities at the event. **DIVISION** has developed this Outside User Policy in order to:

- Establish rules for the use and operation of school facilities by outside individuals and user groups.
- Promote safe, responsible use of these facilities.
- Reduce the risk of injuries/property damage and subsequent liability risk.

Even small groups holding low-risk functions such as meetings, conferences, 75th birthdays, wedding showers, hall-walkers, square dancing and similar functions may be vulnerable to lawsuits for injuries that arise out of their activities. User groups and their organizers are not covered under the school board’s liability insurance, and should therefore obtain liability insurance for their activities, or confirm with their insurance broker that they are covered under their homeowners insurance policy.

Individuals or groups running organized or higher risk activities such as using the gym for sports, using the shops for projects, using athletic field(s) for sports or sponsoring an event/function where tickets are sold, involving alcohol, or where attendance exceeds 150 persons, face greater risk and should therefore ensure they have liability insurance coverage to protect themselves from lawsuits for injuries (a minimum of \$2,000,000 coverage is recommended).

Various outside groups may have access to liability insurance from their parent organizations such as Sport Manitoba, Boy Scouts, Girl Guides etc. and should confirm for themselves whether such insurance exists for them. Local Recreation Commissions may have insurance that would cover the proposed activity. **An alternate source of liability insurance is available through the DIVISION.**

APPLICANTS will not be permitted use of facilities unless they accept the **Conditions** printed herein. **APPLICANT**/permit holder hereby agrees to indemnify and save **DIVISION** harmless from all claims arising from the event/function.

Conditions:

1. The building/facility will be available for use only upon presentation of this permit to the Caretaker in charge.
2. The building/facility is to be used only on the date or dates, and hours, and for the purpose specified.
3. If a program requires the use of more than one room **APPLICANT** must provide one adult supervisor for each room in use.
4. The members of any group or organization or spectators while in a school building must be under the immediate supervision and control of a competent and trustworthy adult who will undertake personally to be responsible to the Caretaker for the due observance of the requirements of the **DIVISION**. The name(s) of the supervising adult(s) must be entered on the application for permit.
5. Buildings/facilities shall not be used for private gain except if specifically approved under this permit.
6. No liquor is to be brought onto, served and/or consumed on the premises without specific approval of the Board and an occasional permit from the Manitoba Liquor Control Commission.
7. Non-alcoholic beverages and food may only be brought into the building/facility with the permission of the supervisor and may only be served in designated areas.
8. Glass bottles or containers may not be brought into auditorium/gymnasium areas.
9. The times listed on the permit are the times in which participants can enter the building/facility and must be completely clear of the building.
10. All aisles and exits must be kept clear.
11. Aisles must be maintained as shown on auditorium seating plans.
12. Any entertainment is to be of a high moral standard.
13. Without written permission from the director of buildings/designate, no structure or apparatus should be placed upon or be erected on school property (permission indicated on this permit).
14. School Equipment, such as gymnasium mats and apparatus, cannot be used without permission (indicated on this permit).
15. **SMOKING IS STRICTLY PROHIBITED IN ALL SCHOOL BUILDINGS.**
16. Organizations granted continued use of schools, must give one week's notice in writing before the date of discontinuance. **DIVISION**, however, reserves the right to discontinue any permit on short notice.
17. Permits are not transferable.
18. **APPLICANT**/permit holder will protect, indemnify and save harmless **DIVISION**, its servants or agents, of and from all claims for damages that may arise out of the use of buildings/facilities/grounds by **APPLICANT**/permit holder.
19. **APPLICANT**/permit holder shall be responsible for any loss or damage to the building or equipment resulting from use by him or any other persons whomsoever covered by the permit. A certificate by the Director of Buildings/designate shall be evidence of such loss or damage and **APPLICANT**/permit holder shall pay the amount of such loss or damage upon demand being made on him by the Secretary-Treasurer of **DIVISION**.
20. The application of powder, wax or any other preparation to gymnasium or auditorium floors for dancing purposes is prohibited.
21. Immediately following each program, the caretaker shall inspect the facilities used for evidence of damage or improper use. **APPLICANT**/permit holder should accompany the caretaker during this inspection and sign the permit checklist form.
22. Appropriate footwear (athletic shoes with white soles) must be worn in Gymnasiums for sports activities.
23. Permits are subject to all bylaws of the Municipality and regulations thereunder governing the use of public buildings in said Municipality.
24. Improper use of school property, for the use of which a permit has been granted, will result in immediate cancellation of the permit.
25. Permission to use specially equipped rooms such as Home Economics, Industrial Arts, Shops, etc. may only be granted after the Principal of the School has approved the appointment of the instructor(s) who will be in charge of such room(s).
26. No admittance charge shall be made or tickets sold in advance, or a collection of any kind taken, unless the intention to make such charges, sell such tickets, or take a collection is stated on the application for permit, and is approved.
27. Permission to use facilities in a school does not carry with it the right to use any moveable apparatus in the school. Special application must be made for the privilege. Specific use shall be shown on the permit.

Please complete Application For Use of School Facilities – Part 2 on next page.

**OUTSIDE USER POLICY:
APPLICATION FOR USE OF SCHOOL FACILITIES – PART 2**

**** 7% Retail Sales Tax (RST) is applicable to insurance contracts therefore must be added to the premiums indicated below**

PLEASE PRINT

School Division/District: _____ School: _____

APPLICANT: _____ Name of Contact Person: _____

Address: _____ Postal Code: _____ Telephone: _____

Time of Use applied for: From: _____ AM PM Date: _____ To: _____ AM PM Date: _____

Particulars of Activity: _____

Number of Participants Expected: _____ Approximate age of participants ("adults" or "children"): _____

Name of Supervisors: _____ Telephone: _____

Requirements: (Facilities/equipment)

- Gymnasium Music room Classroom # _____ Shops Theatre Multi-purpose room Soccer/baseball field
- Other: _____
- Type and Quantity of Equipment, if required: _____

Fees:

- 1. Use of Facilities \$ _____
- 2. Use of Equipment \$ _____
- 3. Caretaker \$ _____
- 4. Security \$ _____
- 5. Liability Insurance Prem. (from chart at right) \$ _____
- 6. Retail Sales Tax (7%) \$ _____
- 7. Other – described below \$ _____
- 8. **TOTAL** \$ _____

OUTSIDE USER LIABILITY INSURANCE RATES - \$2,000,000 COMMERCIAL GENERAL LIABILITY				
SPORTS	Number of Participants	Premium *		
		One Day	Two Days	Seasonal
Badminton, Dance Lessons, Horseshoes, Tennis	1-25	\$25	\$50	\$75
	26-100	\$50	\$100	\$150
	101-250	\$75	\$150	\$225
	Over 250	Refer	Refer	Refer
Baseball, Basketball, Field Hockey, Floor Hockey, Handball, Racquetball, Soccer, Squash, Softball, Volleyball, Swimming with Lifeguard, Non-Contact Touch/Flag Football, Track & Field	1-25	\$50	\$75	\$150
	26-100	\$100	\$150	\$300
	101-250	\$150	\$225	\$450
Recreational Non-Contact Ball Hockey	Pick-up	\$50	\$75	\$100
	Max 30	Refer	Refer	Refer
MEETINGS & OTHER EVENTS	Number of Participants	Premium *		
		Day	2-3 Days	Over 3 Days of Seasonal
No Alcohol Example: Arts & Crafts, Bridge, Sewing Groups, Church Meetings, Rummage Sales, Prenatal Classes, Seniors Group Meetings, Family Reunions, Teas, Homecomings, Birthday and Anniversary Parties	1-25	\$25	\$50	\$75
	26-100	\$50	\$100	\$150
	101-250	\$100	\$200	\$300
	251-500	\$150	\$300	\$500
With Alcohol – add to the above premiums:	Over 500	Refer	Refer	Refer
	1-25	\$75	\$150	\$225
	26-500	\$125	\$250	\$375
	Over 500	Refer	Refer	Refer

**Activities Not Listed - Contact Sara Solleveld at HUB International Manitoba
Phone: 1-204-888-8374**

Other terms or conditions: _____

This is to certify that I (My organization), while occupying said facilities, will provide and be responsible for adequate adult supervision and the security of school property and will abide by all rules and regulations as established by the school and/or DIVISION. I (we) agree to pay for any damages incurred to property and/or equipment and to pay rental fees as outlined. The permit holder (user group) will protect, indemnify and hold harmless the School Division and its agents from all claims for damages that may arise out of the use of buildings or grounds by the permit holder. If liability insurance premium is not indicated above, the permit holder (user group), agrees to obtain his/their own liability insurance for this event.

Dated this _____ day of _____ 20____ Signed (Contact person): _____

Permit approved by (Facility/Property Designate): _____ Date Issued (d/m/yr): _____ / _____ / _____

If insurance is applied for above, submit this form to HUB International Manitoba, Attention: Sara Solleveld at sara.solleveld@hubinternational.com. Your School Division office will be invoiced the premium.