

## SCHOOL USE – TERMS AND CONDITIONS

### 1. Terms and Conditions for use of School Facilities (Joint Use Agreement) during the COVID-19 Health Emergency

- a. All Lessees of the facilities are responsible to ensure activities are operated in accordance with the current public health restrictions of the Government of Alberta as well as orders issued by the Alberta Chief Medical Officer of Health (CMOH).
- b. In addition to following the Government of Alberta's requirements and CMOH Orders, Lessees whose activities are sanctioned by, or affiliated with, a provincial or national organization should also ensure they are complying with their governing body's guidelines which may exceed Provincial requirements.
- c. Discovery of non-compliance with any term or conditions of this contract, provincial order, or guideline shall result in immediate termination of this contract and removal of the Lessee's right to use Evergreen Catholic Separate School Division and Parkland School Division facilities, hereafter referred to as "School Divisions".
- d. The Lessee is responsible for educating and enforcing all AHS protocols and orders such as masking, physical distancing requirements (2 Metres), hand sanitization, screening as posted and/or amended, with their event participants and attendees.
- e. All posted facility signage must be followed.
- f. The Lessees must be in compliance with the School Divisions COVID-19 Policies / Procedures/ Protocols including:
  - i. Ensure all user group participants are practicing good hygiene habits such as, screening for COVID-19 symptoms before entering the facility, staying home when feeling sick, washing or sanitizing your hands often and covering your cough or sneeze.
  - ii. All user groups must be in compliance with capacity limits set by the School Divisions at all times.
- g. Please note that your City of Spruce Grove Facility Rental (Permit) Contract may be cancelled or moved to an alternate location via last minute notification from City staff as a result of any law, rule, regulation, order, or other action adopted or taken by any Federal, Provincial, or City authority, as a result of pandemic or public health emergency.

### 2. SCHOOL USE – GENERAL TERMS AND CONDITIONS

- a. The Lessee signing this rental contract must be 18 years of age or over and shall assume full responsibility for the function or program. The Lessee shall maintain order within their community use group and provide proper supervision during the rental period. The Lessee, on behalf of the group, shall assume responsibility for any loss or damage. Settlement regarding any damages occurring will be decided by the respective School Division.
- b. The custodian is in charge of the building and his/her/their instructions must be followed.
- c. This is a non-smoking facility. **Smoking is not permitted on school property.**
- d. Alcoholic beverages are strictly prohibited in the school.
- e. Groups using the gymnasium must wear appropriate footwear. Only indoor shoes with non-marking soles must be worn in the gymnasium.
- f. Muddy and wet footwear must be removed at the entrance.
- g. Locked door policy in effect. The Lessee must have a door monitor in place. The Lessee is responsible for letting users into the building. Please do not prop the doorways open. Doors must be locked at all times.

- h. User groups must adhere to the times listed on their booking forms. Groups will not be allowed into the school prior to the time specified and must be out of the school at the specified time. Therefore set up and take down of nets and standards must occur during booked time.
- i. User groups are to remain in their designated area (ie. gym, classroom(s), meeting rooms, etc.) as stated on the booking agreement.
- j. Groups must ensure that facilities are restored to the same condition that it was in before the use began.
- k. Lessees are expected to provide their own gym equipment with the exception of volleyball nets, basketball nets and badminton nets.
- l. Any activities taking place in the school require pre-approval. Contravention of pre-approved activity may result in a suspension of user privileges.
- m. No climbing or sitting on the bleachers when they are in the stored position.
- n. Facilities must be left in the same condition as they were found. Lessee neglecting this responsibility will be charged the custodial staff costs to clean up.
- o. The Lessee must notify City of Spruce Grove (COSG) Recreation & Culture Services of any cancellations as soon as possible as gym space is in high demand.
- p. The Lessee shall be at liberty to terminate this rental agreement for any reason with notice of cancellation in writing supplied to City of Spruce Grove Recreation & Culture Services no later than *5 business days* prior to the date of use. Should the Lessee fail to provide 5 days' notice of cancellation, COSG Recreation & Culture Services will retain or charge the entire facility rental fee.
- q. The lessor shall be at liberty to terminate this rental agreement for any extenuating circumstance. Notice of cancellation in writing will be supplied to the Lessee.

**3. LIABILITY**

Continuous use: The Lessee shall obtain and keep in force for the term of this agreement such insurance with such coverage as may be necessary to enable the Lessee to carry out the Lessee's obligations to the city under this agreement. If required by the city, the Lessee shall provide the city with a Certificate of Insurance, in a form acceptable to the city, prior to the occupation or use of the facilities by the Lessee.

Insurance: The Lessee shall obtain and keep in force for the term of this agreement proof of liability insurance in the amount of \$2,000,000.00 (Policies must list Parkland School Division, Evergreen Catholic Separate School Division and the City of Spruce Grove as an 'additional insured'. Please provide a copy of proof of insurance to the City of Spruce Grove Recreation & Culture Services.

The Lessee \_\_\_\_\_ hereby agrees by signing below to the terms and conditions of this rental contract.

Signature:

Date: