



**School District 84**  
**Vancouver Island West**

**Operations Department**  
Box 100, Gold River, BC V0P 1G0  
Ph: 283-2241 Fx: 283-7352

---

## FACILITY RENTAL AGREEMENT

DATE OF USE: \_\_\_\_\_

FACILITY: \_\_\_\_\_

NAME OF ORGANIZATION (LESSEE): \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

ACTIVITY OR FUNCTION: \_\_\_\_\_

RENTAL FEE: \_\_\_\_\_

CLEANUP & DAMAGE DEPOSIT OF \$200.00 RECEIVED:

Clean up will be charged against the original deposit and the remainder will be returned if no damage has occurred. Any damage in excess of the deposit will be charged to, and fully paid by, the Lessee.

The Lessee agrees to the terms and conditions stated herein and also contained on the reverse of this document.

\_\_\_\_\_  
Authorization Signature  
(School District 84)

\_\_\_\_\_  
Lessee's Signature

---

### OFFICE USE ONLY:

CLEANUP HOURS REQUIRED: \_\_\_\_\_

UTILITY CHARGES: \_\_\_\_\_

Over...

## DAMAGE REPORT:

---

---

### **Liability Terms and Conditions**

#### **Indemnification and Hold Harmless Clause**

The Lessee shall indemnify and hold harmless School District 84 and any of its officers, employees, servants, agents, and contractors from any and all loss, liability, claims or expenses arising out of the use and/or occupation of the property belonging to School District 84 by the Lessee and any of its officers, employees, servants, agents, contractors, and volunteers, except to the extent that such loss arises from the independent negligence of the School District.

#### **Liability Insurance Clause**

The Lessee shall, without limiting its obligations or liabilities herein and at its own expense, provide and maintain the following insurances with insurers licensed in British Columbia and in forms and amounts acceptable to School District 84.

General liability insurance with a limit of not less than One Million Dollars (\$1,000,000.00) (or such other amount as School District 84 may choose), inclusive per occurrence for bodily injury and property damage including loss of use thereof. Such insurance shall extend to cover the (user group), its officers, employees, servants, agents, contractors, and volunteers and shall include the School District, its officers, employees, servants agents and contractors, and volunteers and shall include the School District, its officers, employees, servants, agents and contractors as additional Insureds with respect to liability arising out of the use or occupation by the (user group) of the property belonging to School District 84.

#### **Waiver of Subrogation Clause**

The Lessee hereby agrees to waive all rights of subrogation or recourse against School District 84 with respect to the use or occupation by the Lessee of the premises described in the Agreement.

#### **Certificates of Insurance Clause**

The Lessee shall provide School District 84 with evidence of all required insurance prior to the effective date of the (agreement). Such evidence of insurance shall be in the form of a certificate of insurance. When requested by School District 84, the Lessee shall provide certified copies of required insurance policies.

***NOTE: These certificates should be issued by the insurer or insurance broker of the user group and must contain the following information:***

1. Name of the insurance company and the binder or policy number.
2. Name and address of the Insured (user group).
3. Policy period (covering at least the period the agreement is in place).
4. Description of coverage.
5. Policy limits.
6. Description of insured operations and location(s).
7. Signature of au theorized representative and date.

#### **Incident Reporting Requirement**

Following an accident or incident an Incident Report Form must be completed and submitted within forty-eight (48) hours whenever:

- medical/first aid attention is required
- loss or damage to (School District) property occurs.