

### **Community Use of Schools Agreement**

To be completed by the User and submitted to the requested school for approval.

NAME AND ADDRI INDIVIDUAL:	ESS OF ORGANIZATIC	DN, GROUP OR					
Contact Person:			Telephone:	Email:			
SCHOOL : DATE(S) AND TIM	E(S) REQUESTED:			ACTIVITY/EVENT DESCRIPTION:			
One Date Only				Maximum Occupancy: (Regulation #6 reverse)			
Date	Start Time	End Time	# Hours	Special Instructions/Requirements:			
Weekend Event							
Date	Start Time	End Time	# Hours	Area(s) Requested (check as many as apply):			
				Auditorium/Gymnasium			
				Cafeteria			
				Classroom(s) #			
Repetitive Activ	ity (e.g. every Mon	day)		Lecture Theatre			
Day(s)	Start Date	End Date	Time	Library			
				Sports field(s) #			
				Other			
** A non-profit organization may be required to provide a CRA non-profit number or a pro forma income statement.							

#### INVOICE

User fees can be paid at the school level in advance of the date in which the activity is taking place and forwarded to the Public Schools Branch office. If this does not occur, the Public Schools Branch will invoice the User. Please make cheque(s) payable to Public Schools Branch.

Area:	# Hours	Rate/Hour	Cost		# Hours	Rate/Hour	Cost
Auditorium/Gymnasium				<b>Custodial Fees</b>			
Cafeteria				Other:			
Classroom(s) #				Faci	lity charge (fron	n first column):	
Lecture Theatre						Subtotal:	
Library						Plus HST:	
Sports field(s) #							
Other						TOTAL:	\$
	TOTAL FACI	LITY CHARGE: \$		HST # 80803 0647	1		

Distribution: Please ensure the school, the User and Corporate Services receives a copy of this agreement and any accompanying documents.

Personal information on this form is collected under Section 31[c] of the *Freedom of Information and Protection of Privacy Act* R.S.P.E.I. 1988 c. F-15.01 for purposes of school branch operations and administration. If you have any questions about this collection of personal information, you may contact the Public Schools Branch Corporate Services Department, 2-234 Shakespeare Drive, Stratford, PE (by mail: PO Box 8600, Charlottetown, PE C1A 8V7), Telephone: 902-368-6990

#### APPENDIX B

## This Agreement is made between the Public Schools Branch, hereinafter referred to as the Branch, and the person/organization indicated on the reverse of this form, hereinafter referred to as the User.

The User agrees to the following conditions:

- (1) That User fees be paid at the school in advance of the date in which the school will be used or upon receipt of invoice. Cheques to be made payable to the Public Schools Branch.
- (2) That the space requested may only be used for the purpose it has been granted as described on the reverse.
- (3) That the User shall be responsible for all school property during the period of the use and that they shall payfor any and all damages, breakage, theft or defacing of or to school property occurring during or as a result of the use.
- (4) That the Public Schools Branch not be liable for any damage to or loss of any property brought into the Premises in conjunction with the function by the User or their members, officers, employees, agents, or contractors or any person who attends the function.
- (5) That the User shall indemnify and hold harmless the Branch, its agents, its representatives, its employees and tenant(s) of the building from and against all claims, demands, costs, damages, actions or suits and any other expenses of any sort at any time arising out of the Function (as defined elsewhere in this agreement) caused in whole or in part by any negligent act or omission of the User, his agents, invitees, employees, volunteers or anyone directly or indirectly employed by any of them or anyone for whose acts they are responsible or may be liable.
- (6) That the User shall adhere to the Provincial Fire Marshall regulations, Branch policies and procedures, and where exceptional approval has been granted by the PSB, Liquor Control Commission regulations. Fire regulations state a maximum occupancy in the gymnasium, cafeteria, etc. for the event.
- (7) That the User shall supervise and control all persons in attendance at the function. Effective September 5, 2000 all Public Schools Branch property (buildings and land) is tobacco free. Any use of tobacco products on Branch property is prohibited at all times.
- (8) This Agreement may be terminated by the principal or the Branch in writing to the User, at any time.
- (9) This Agreement may be terminated by the User upon giving 24 hour notice to the school principal to avoid incurring any fees.
- (10) That any infraction of the above conditions, particularly with regard to provincial fire and liquor regulations and Branch policies and procedures shall result in suspension of the User's privileges in the Public Schools Branch.
- (11) That the User on request by the Branch shall provide evidence of \$2,000,000 Commercial General Liability to cover Bodily Injury or Death or Damage to the Property of any other party, including the Branch as Additional Insured and must contain coverage as broad as the Standard IBC Commercial General Liability wording and include Cross Liability and broad form Tenants Legal Liability in the amount of \$500,000.
- (12) The proof of insurance is by way of a Certificate of Insurance which must be forwarded to the Branch seven days prior to the function start date.
- (13) That the person(s) signing on reverse has(have) authority from the group to sign and will be the person(s) to whom any claim will be made and who will accept any claim on behalf of the group.

\*\* All property damage, slip or fall, or other incident must be reported to the school principal as soon as possible.

# I have read and agree to this agreement and the stipulations noted in the Community Use of Schools policy and procedure.

Signature of User Representative			Date
TOBE COMPLETED BY SCHOOL PRINCIPAL (OR DESIGNA Permission to use school premises as noted. Permission to use school premises granted as follows:	ATE):	Permission	n to use school premises denied.
User Group as per Branch procedure: Group 1- Non-profit		Group 2- Corporate	Group 3 – Child Care
Principal's Signature:	Date:		