



# Ongoing Facility Use

Groups, teams, community groups, or individuals interested in booking SCRD facilities, halls or fields on an on-going basis may contact SCRD Recreation Services for more information by email [recinfo@scrd.ca](mailto:recinfo@scrd.ca) or by phone 604-885-6801.

Please read and be aware of the following terms and conditions as they form part of your rental agreement.

## CODE OF CONDUCT

Users of SCRD facilities must adhere to the SCRD Recreation Facility Code of Conduct. We strive to ensure that all persons are treated with DIGNITY, RESPECT, HONESTY & FAIRNESS" It is everyone's responsibility to report witnessed misconduct. Behavior will not be tolerated, ignored or condoned if it is aggressive, offensive, abusive or harassing or interferes with another person's enjoyment of recreation facilities or impedes staff's ability to conduct business.

Users shall be responsible for ensuring that participants and spectators conduct themselves in an orderly manner and promptly comply with any instructions from Facility Services and Recreation staff and management in respect of the conduct of activities.

Facility bookings or their participants that contravene the facility code of conduct may be denied access to facilities based on the discretion of the Recreation Services Manager or designate.

## TERMS AND CONDITIONS

### FACILITY REQUESTS

- Public facility allocation meetings are held at least once per year for the purpose of allocating facility space. Bookings will stay the same each year as a starting place for allocation discussion. New users are invited to attend meetings.
- Applications for on-going use of a facility may be made at any time to the Recreation Division and each application for remaining availability will be considered on a first-come-first-served basis.
- All space is allocated as per the SCRD Allocation Policy. Copies may be requested from the Recreation Division.
- Requests for additional facility time must be received in writing a minimum of 30 days in advance. Notice of less than 14 days may include additional administration fees.
- Verbal conversations will not be considered as requests.

### COMMUNICATION

- Each user or user group booking facilities must have one authorized agent as a main contact responsible for scheduling, signing permits, and issuing payment.

### COMMUNICABLE DISEASE PREVENTION

- Ongoing Users are responsible for maintaining their awareness of any new Provincial Health Orders (PHO) that may impact their activities. Safety plan recommendations and policies must comply with any restrictions in place at the time of the rental. Activities that do not comply with PHO restrictions may be subject to provincial fines or other enforcement action. To find information about current PHO restrictions, visit <https://www2.gov.bc.ca/COVIDrestrictions>.

### INSURANCE

- Users of SCRD facilities must obtain and maintain Comprehensive General Liability Insurance protecting the SCRD facilities used and the user against liability for bodily injury, death or property damage, arising out of the activity for the duration of the use.
- The minimum limits shall be \$2,000,000 inclusive per occurrence, maximum deductible \$500 per occurrence, with a cross liability clause. The above is considered to be minimum requirements only and any other insurance that may be necessary to provide adequate coverage must be provided by the user at its sole cost and expense.
- Acceptable proof of insurance with the SCRD listed as additionally insured must be received by the SCRD prior to the



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use of any SCRD facilities.

- Losses other than those covered by insurance shall be the sole responsibility of the user. It is the responsibility of the user to determine if additional insurance coverage is required including, but not limited to, Workers' Compensation and participants' insurance to ensure the user's own protection.
- The insurance policy shall contain a clause providing that the insurer will give the SCRD 30-days prior written notice in the event of cancellation or material change.

## PRE-EMPTING USE OF OTHER USERS FOR A ONE-TIME EVENT

- The SCRD reserves the right to alter/pre-empt use in order to accommodate one-time events.
- The SCRD will attempt to include the one-time event schedule at the allocation meeting.
- One-time event users will be encouraged to work with the user groups affected by their event to find a mutually agreeable time for the booking. If a mutually agreeable time is not reached, the SCRD will reallocate the conflicting bookings.
- If a one-time event is planned after the allocation process, the SCRD will make every effort to give at least 30-days notice to the groups whose regular allocation or booking is affected.
- The SCRD will attempt to provide 60-days notice of events affecting sports tournaments. Efforts will be made to accommodate pre-empted users with alternate times of use.
- These terms and conditions of regular seasonal bookings will apply to all reallocated times if accepted by the user.
- Pre-empted use will not be implemented on any user more than once per season except where arrangements have been made by mutual agreement.

## CANCELLATION OF USE BY THE USER

- Cancellations must be made in writing by the designated authorized agent a minimum of 14 days in advance.
- If a cancellation is made, the user is responsible to find a replacement. The user is 100% responsible for the original time booked if a substitute is not found.
- Where the original user wishes to use time that has been canceled and not rebooked by another user, the user must give the SCRD at least 7-days' notice to resume use and will be responsible for full payment.
- A replacement must be approved by the SCRD and the SCRD must execute the rebooking of time to another user. This is to ensure that all cleaning, user agreements, liability insurance, and hourly rates (where applicable) have been implemented according to SCRD policy. No other user is permitted to use the booked time unless cancellation notice of the booked time has been given and the booked time has been reallocated through the SCRD.
- As a last effort and under certain circumstances, an agreement can be made between the user and the SCRD to transfer booked time to an alternate opening within the same month of the original booking.
- The SCRD reserves the right to move groups into earlier unused time without refund to the original renter.
- No shows will be regarded as inadequate notification of cancellation. Persistent no-shows may result in cancellation of all remaining bookings and may jeopardize the user's ability to book facilities in the future.

## CANCELLATION OF USE DUE TO FORCE MAJEURE

- "Force Majeure" means the occurrence of an event or circumstance (a "Force Majeure Event") that prevents a party from carrying out its activities if and only to the extent that the party affected by the impediment proves:
  - a. that such impediment is beyond its reasonable control;
  - b. that such impediment could not reasonably have been foreseen; and
  - c. that the effects of the impediment could not reasonably have been avoided or overcome.
- In the absence of proof to the contrary, the following events shall be presumed to fulfill conditions (a) and (b) above, and the affected party only needs to prove that condition (c) is satisfied:
  - a. war (whether declared or not), hostilities, invasion, acts of foreign enemies, extensive military mobilization;
  - b. civil war, riot, rebellion and revolution, military or usurped power, insurrection, acts of terrorism, sabotage or piracy;
  - c. currency and trade restriction, blockade, embargo, sanction;
  - d. act of government authority whether lawful or unlawful, compliance with any law or governmental order expropriation, seizure of works, requisition, nationalization;
  - e. plague, epidemic, pandemic, natural disaster, extreme natural event, extreme weather event, nuclear, chemical or biological contamination;
  - f. explosion, fire, destruction of equipment, prolonged break-down of transport, telecommunication, information



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system or energy;

- g. general labour disturbance such as boycott, strike and lock-out, go-slow, occupation of premises.
- In the event that a facility is not available due to a force majeure event, the SCRD will adjust permits for lost time. The SCRD accepts no further responsibility for other losses resulting from a force majeure event.

## DAMAGE AND VANDALISM

- Damage and vandalism deposits for regular, on-going user groups will not be taken.
- On each occasion, users will inspect the facility and/or equipment being rented upon arrival and notify the SCRD immediately of any condition that may render the facility or equipment unsafe for use.
- Users are responsible for damage or vandalism to the SCRD facility and grounds being rented. The user group must leave all lands, buildings, structures, equipment and other property in the facility being rented in a neat, sanitized, tidy and undamaged condition.
- If after inspection, the SCRD determines that there has been damage or vandalism to the facility or that the facility has not been cleaned or restored to its original condition, the user group will be charged actual costs to repair/restore plus staff time at \$50 per hour. Charges will be applied to the user group's SCRD facility account within 14 days of the damage or vandalism occurring and be due within 30 days.
- Payments for damage or vandalism are to be made to the SCRD by mail. If payments are not received, further bookings may be affected.

## EMERGENCY AND SAFETY PLANNING

- Alcohol consumption is not permitted in any area of the facility without a liquor license.
- The SCRD is not responsible for providing first aid trained personnel during the activity.
- The user group is responsible for ensuring that the appropriate first aid supplies and personnel are available while renting SCRD facilities.
- At all times during the booking, a designated, competent and trustworthy adult representative of the user group shall be present and responsible for the booking.
- The user group shall be responsible for providing adequate security, including any costs of security for the use of the facility including police, auxiliary fire-fighters, door staff and other personnel deemed necessary for the protection of the public and property. The SCRD reserves the right to specify the need for further security at the cost of the user group.