
By signing this document or by using the Facility, you agree to be legally bound by these conditions.

Payments

1. This contract is non-exclusive and non-transferable by sale, exchange, assignment or otherwise.
2. Payments must be paid in advance for all permits unless alternate arrangements have been approved by authorized Board staff or a credit card is stored within your online account to which your permit charges will be at the end of every month.
3. Damage deposits may be required.
4. Declined credit card payments and overdue payments will be subjected to administrative fees.
5. The Board may refuse use of any Board facilities until any overdue payments have been paid in full.

Cleaning, Damages and/or Loss to Property or Equipment

6. Use of school equipment is not permitted unless approved by the Board.
7. The permit holder shall be liable for, and shall be charged with, the full costs of repairs, resulting from damage caused through use. All damages are to be reported immediately to Board staff.
8. The permit holder shall be liable for, and shall be charged with, the full cost of replacement, resulting from loss of property and/or equipment.
9. The Board shall not be responsible for personal injury, damage, loss, or theft of clothing or equipment owned by the permit holder or persons associated with the permit holder or anyone attending at the invitation of the permit holder. The Board shall further be held free from all liability resulting from use of school facilities by the permit holder.
10. The permit holder must pay any costs for maintenance over and above the normal cleaning that might be required to return the facility to the same condition it was found, prior to the rental.
11. The permit holder must place all refuse in garbage bags or receptacles. Non-compliance can also result in additional cleaning costs to the permit holder. This includes both indoor and outdoor rentals.

Supervision, Safety and Security

12. The permit holder shall use the facility for the purpose of use outlined in their permit and for no other purpose.
13. Adult supervision for youth organizations shall be provided at all times.
14. Permit Holders shall be responsible for the conduct and supervision of all persons admitted to the school premises.
15. The permit holder agrees to ensure that all groups from their organization using the Boards facilities, follows the Halton Catholic District School Boards Medical Conditions Policy II-42 and the following protocols: anaphylaxis, asthma, diabetes, and concussions. Copies of these policies and respective procedure can be found on the HCDSB website.

16. Custodians are to be on duty to supervise all permits, in accordance with the Board's Community Use policy. Applicable custodian supervision charges determined by Board must be paid by the permit holder.
17. Any form of harassment, as defined in the Ontario Human Rights Code, towards Board staff and custodial staff will result in the immediate termination of the permit with no refund.
18. The permit holder's failure to take proper security measures when leaving school premises shall result in the cancellation of this Agreement.
19. Use of the facilities is restricted to the purposes expressly stated on this form and to the areas, dates and times as approved by the Board staff.
20. The permit holder must ensure that all persons associated with their permit must comply with all Federal, Provincial and Municipal laws, by-laws and regulations.
21. Use of any narcotics as defined in the Narcotic Control Act is absolutely prohibited. Use of alcoholic beverages is strictly prohibited.
22. Games of chance, lotteries, or gambling in any form, other than to raise charitable funds, are prohibited. All uses must comply with applicable statutes.
23. Issuance of keys to permit holders is prohibited.
24. The permit holder must be 18 years of age or older.
25. The permit holder shall ensure:
 - a. That this group should not infringe on the time booked by any other group and that the school shall be vacated by the time indicated on the permit.
 - b. That there is a no smoking permitted anywhere on school property.
 - c. That the type of program or entertainment to be provided during the term of the license by the permit holder shall at all times confirm with the law and the rules and regulations of the Halton Catholic District School Board.
 - d. That vehicles will be parked on school grounds in designated parking areas only.
 - e. That no changes or alterations shall be made to any facilities unless expressly permitted and provided for in this Agreement.
 - f. That this group has an Emergency Action Plan in place to deal with emergencies while on School Property.
 - Posted near each classroom door exit is an emergency response plan. The Board has listed what to do in instances of emergency including evacuation, lockdown, hold and secure, shelter in place, and accidents/injuries.
 - A bright yellow sign with the fire exit and alternate exit route plan is also located in every room in the school (classrooms, gymnasium, libraries) and posted next to each exit door.
 - The Board is to be notified when emergency services (911) have been contacted and/or have attended the site of any incident.
26. The Board reserves the right to maintain supervision, care, custody, and control of the facilities during the term of the permit through its employees or agents and the Board further reserves the right to revoke this permit at any time for any cause or causes which in its sole discretion may be deemed advisable through its employees or agents.
27. Maximum attendance at any facility shall be governed by Fire Regulations and all exits must be kept free from obstruction at all times.

Insurance

28. The permit holder agrees to indemnify and save harmless the Board from all losses, claims, demands, costs, damages, suits of whatever nature or kind which may arise as a result of the permit holder, its servants or agents, of the facilities licensed.
29. The permit holder shall provide proof of comprehensive liability insurance in the amount of at least Two Million Dollars (\$2,000,000.00). The insurance policy will name the Halton Catholic District School Board as an Additional Insured.

Access to Facilities

30. NOTWITHSTANDING the use granted by this license, facilities shall not be available on days during which schools have been closed by the Administration/Board because of inclement weather or other reasons. The Board does not undertake to provide snow plowing for permit holders. School grounds shall be snow plowed according to the regular schedule established by the Maintenance Department of the Board.
31. The term of yearly agreements shall be as negotiated with the Board and shall not exceed one school year in length.
32. New or renewal agreements shall be as negotiated with the Board each year.
33. Schools are closed during Christmas, March Break and Summer holidays and are not be used for any activity during this time unless such use is approved by authorized Board staff.
34. School activities take priority at all times.
35. The Board, through the Director of Education or designate, reserves the right to withdraw the permission for school use at any time and change or cancel these regulations.
36. When permit holders are to be accepted under the sponsorship of a Department of Recreation, the permit must be signed by an official of that Department of Recreation.
37. All after hours use of schools during the school year Monday to Friday must start no earlier than 6:00pm and end no later than 10:00pm, unless approved by the Board, and all persons must vacate the school premises.
38. Permit holders who cannot access the facility during the date and time of their permit may contact the Facilities After Hours Emergency Line listed on the permit.
39. Administrative fees will be charged if the HARP Security Emergency Line phone number listed on the permit is called for non-emergency purposes.

Changes, Cancellations and Refunds

40. Issued permits may be cancelled through the online system with at least 14 working days notice prior to the booking date.
41. Date and time changes to issued permits have to be inputted through the online system with at least 14 working days notice prior to the changed date.
42. A credit will be applied to your account to offset any future purchases.
43. Accounts that do not have a purchase balance will be refunded to the original credit card.

44. Cancellations with less than 14 working days' notice prior to the booking date will not be refunded or rescheduled.
45. The Board is not responsible or liable for any costs for failure in supplying the facility due to circumstances beyond its control (examples: hydro failure, water leak, etc.). In such cases, consideration will be given for reimbursement in part or in full for non-use.

Privacy Statement for the Rentals Application

This site was designed to manage aspects of booking Halton Catholic District School Board facilities and associated services. In order to meet this objective, you must voluntarily provide personal or confidential information. The Halton Catholic District School Board along with the third-party providers who manage this website and handle monetary transactions will hold in confidence and appropriately use personal and financial information collected and not share this information with other unauthorized parties.

Upon termination of the business relationship, third parties will return information to the Halton Catholic District School Board and destroy information collected.

Any personal information you do provide is managed according to the Municipal Freedom of Information and Protection of Privacy Act and/or the Education Act. The third-party provider will promptly notify the Halton Catholic District School Board of any unauthorized release of this collected information.

I, the Permit Holder, confirm that I have read and understand all the conditions and regulations above, and agree to adhere and be strictly bound by them:

Name (printed):

Signature:

Date:

If you have any questions about this facility rental contract, please email communityuse@hcdsb.org.