

Facility Rental Agreement



RENTAL BOOKINGS ARE NOT CONFIRMED UNTIL THIS SIGNED FACILITY RENTAL AGREEMENT, THE INITIAL RENTAL FEE PAYMENT, AND DAMAGE DEPOSIT (IF APPLICABLE) ARE SUBMITTED TO THE RDCK BY THE LICENSEE.

1. The licensee understands and agrees as follows:

- (a) To undertake all work, supply all materials necessary, and incur all expenses required for the Licensees use of the Facility unless stipulated otherwise in this Agreement;
- (b) To comply with all applicable municipal, provincial and federal legislation and regulations;
- (c) To not assign this Agreement, not subcontract any of its obligations under this Agreement, to any person, firm or corporation without the prior written consent of the RDCK;
- (d) To ensure all persons employed by it or volunteers involved in the Facility rental are competent, adequately trained, fully instructed and supervised;
- (e) Notwithstanding the provision of any insurance coverage by the RDCK, indemnify and save harmless the RDCK, its elected officials, employees, successor(s), assign(s) and authorized representative(s) and each of them from and against losses, claims, damages, actions, and causes of action (collectively referred to as “**Claims**”), that the RDCK may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, that arise out of wrongful acts, errors, omissions or negligent acts of the Licensee or its servant(s), agent(s) or employee(s) under this Agreement, excepting always that this indemnity does not apply to the extent, if any, to which the Claims are caused by wrongful acts, errors, omissions or the negligent acts of the RDCK;
- (f) To use due care that no person or property is injured and no rights infringed in the performance of the Event, and shall be solely responsible for all losses, damages, costs and expenses in respect to any damage or injury, including death, to persons or property incurred in holding the Event or in any other respect whatsoever;
- (g) During the Term of this Agreement, to take out and maintain liability insurance against claims for bodily injury, death or property damage arising out of the use of the Premises by the Licensee, in a form acceptable to the Chief Financial Officer of the RDCK, in the amount of not less than Two Million (\$2,000,000.00) Dollars per occurrence, naming the RDCK as an additional insured and shall provide the RDCK with a certificate of insurance upon execution of this Agreement;

- (h) To inspect the Facility and become familiar with all conditions pertaining thereto prior to commencement of the Rental period. Any concerns must be immediately reported to RDCK staff;
 - (i) To not alter any RDCK owned structures and or the Facility in any way without the prior approval or consent of the RDCK;
 - (j) To keep the Facility free of accumulated waste material and upon completion of the rental period, leave the Facility in a safe, clean and sanitary condition resembling conditions at the start of the rental period;
 - (k) To pay the RDCK the full Rental Fee;
 - (l) To be responsible for the cost of any repairs to the Premises, any part thereof, or any equipment or facility contained therein which are required to be made due to the negligence or willful misconduct of the Licensee, its employees or anyone for whom the Licensee is responsible at law. The expense of such repairs or replacements shall include all reasonable costs and expenses incurred by the RDCK;
 - (m) To accept that use of the Facility is entirely at its own risk and agrees that neither the RDCK nor its respective officers, directors, employees, contractors or agents have made any warranties or representation respecting the suitability or condition of the Premises;
 - (n) To not use or permit the use of any part of the Facility for any dangerous, noxious, noisome or offensive act, trade, business occupation or calling and shall not permit, cause or maintain any annoyance, nuisance, damage, disturbance or interference with occupiers of properties adjoining or proximate to the Facility, or which may constitute a fire hazard;
 - (o) To use the Facility only for the purposes described within the Agreement;
 - (p) Comply with the reasonable rules and regulations established by the RDCK from time to time with respect to the use of the Facility provided that, in the event of a conflict between any such rule or regulation and a term of this Agreement, the terms of this Agreement shall prevail;
 - (q) Cancellation of a booking: Regular bookings can be cancelled 7 days in advance. Where an event is contingent on a result of another event (Play offs) the booking can be cancelled 24 hours in advance. All cancellations must be submitted in writing;
 - (r) Cancellation of a Special Event: 30 days notice required, failure to meet this deadline will result in group/organization being charged the rental fee (unless time is filled). All cancellations must be submitted in writing;
 - (s) To notify the Customer Service Representative immediately of any accident or injury or damage caused to the facility during an event or rental;
 - (t) To ensure the highest level of enjoyment for our patrons, the RDCK requests that everyone, from spectators to participants conduct themselves in a manner that creates a friendly and positive environment for recreational, sport and social activities in our facilities. Participation in all recreation activities is a privilege and all participants are expected to: act with courtesy and integrity while respecting the rights, welfare and dignity of others. Act in a safe and responsible manner regarding themselves and others. Treat all other clients, staff and facilities with respect. Participants engaging in inappropriate behavior may have their privileges revoked;
 - (u) Alcohol consumption of within the Facility will result in the cancellation of the rental;
 - (v) RDCK is not responsible for the Licensee's damaged or stolen property.
2. The RDCK may, at its sole discretion, terminate this Agreement on three (3) days' notice to the Licensee.
3. A waiver of any provision or waiver of breach by the Licensee of any provision of this Agreement shall be effective only if it is in writing and signed by an authorized signatory of the RDCK.

4. The RDCK does not warrant that the use of the Facility by the Licensee pursuant to this Agreement will be free from interruptions caused or required by maintenance, repairs, renewals, modifications, strikes, riots, insurrections, labour controversies, accidents or other causes beyond the commercially reasonable control of the RDCK and the Licensee releases the RDCK from any loss or expenses rising therefrom.

5. COVID-19 Addendum to Facility Use Agreement/License - PLEASE READ CAREFULLY!

Dr. Bonnie Henry stated on May 16, 2020 that "COVID-19 is new for all of us". We at the Regional District of Central Kootenay responded to the direction from our public health officials to first close our facilities and cease offering services, and we are now responding to the direction to reopen our facilities and offer services to our community cautiously, with the safety of our staff and community being our priority. This includes permitting user groups access to our facilities, but solely on the basis that COVID-19 precautions will be adhered to by any and all user groups and individual participants.

COVID-19 remains a worldwide pandemic and a threat to our local health and safety. We know the following (this list is not intended to be exhaustive):

1. The infectious agent, SARS-CoV-2, has caused cases and outbreaks of a serious communicable disease known as COVID-19 among the population of the Province of British Columbia;
2. Our public health officials have determined this constitutes a regional event, as defined in section 51 of the Public Health Act;
3. A person infected with SARS-CoV-2 can infect other people with whom the infected person is in contact; and
4. The gathering of people in close contact with one another can promote the transmission of SARS-CoV-2 and increase the number of people who develop COVID-19.

We cannot be certain that a person (of any age) will not contract SARS-CoV-2 at one of our facilities and/or while participating in one of our programs, but we have taken the steps required to develop our [RDCK COVID-19 Safety Plan](#). We have also developed COVID-19 policies and procedures, which are available for your review here: [RDCK COVID-19 Exposure Control Plan](#). We have implemented our COVID-19 Safety Plan and will be applying our policies and procedures, but the risk remains that a COVID 19 outbreak could occur despite our efforts.

As the representative of a user group, you are required to read and confirm that you understand the COVID-19 Safety Plan and COVID-19 policies and procedures. You are required to circulate this Addendum to the participants in the activity for which you are utilizing our facilities. You are required to take steps to ensure that participants act in accordance with the COVID-19 Safety Plan and COVID-19 policies and procedures.

Failure to adhere to the same could result in your user group's license being revoked without refund of any fees and/or any particular person being banned from access to our facilities.

It is vital that no person who feels sick in any way visit any of our facilities and/or utilize any of our services. It is also vital that no person brings a child who feels unwell or is showing any symptoms of illness to any of our facilities and/or programs.

It is vital that any person who believes that they may have become ill or their child may have become ill within 14 days of visiting one of our facilities report this immediately to us by contacting the RDCK Community Complex where the event took place and seek appropriate medical attention by first calling 8-1-1. We will share personal information for the purposes of contact tracing if the need arises. To attend our facilities, all persons taking part in your activities must consent to the same.

For more information regarding the risks associated with COVID-19, please review the BC CDC guidelines for recreation facilities: <http://www.bccdc.ca/health-info/diseases-conditions/covid-19/community-settings/recreation-facilities>.