

RECIPROCAL AGREEMENT
THIS AGREEMENT MADE THIS 1st DAY OF SEPTEMBER, 2006

BETWEEN:

THE HAMILTON-WENTWORTH DISTRICT SCHOOL BOARD

Herein called the "Board"

OF THE FIRST PART

-and-

CITY OF HAMILTON

Herein called the "The City"

OF THE SECOND PART

WITNESSES:

WHEREAS the City owns and operates recreation centers that are attached to the schools owned by the Board;

AND WHEREAS the City owns and operates recreation facilities that are NOT associated with any specific school owned by the Board;

AND WHEREAS the Board owns and operates gymnasias located within schools owned by the Board;

AND WHEREAS both the City and Board utilize the services and facilities of the other party;

AND WHEREAS the parties wish to enter into an Agreement to equalize the cost of the services and facilities provided by each party;

AND WHEREAS Section 183 of the Education Act, R.T.S 1990, chapter E.2 authorizes a School Board to enter into an agreement with a municipality for the purpose of establishing and providing for the maintenance and operation of facilities on the property of the parties to such an agreement, for such cultural, recreation, athletic, educational, administrative or other Community purpose.

NOW THEREFORE IN CONSIDERATION of the covenants and Agreements herein, the parties agree as follows:

1. The Board agrees to provide access to the school facilities listed on Schedule B (the "Board Facilities") to the City or as amended from time to time as mutually agreed upon.
2. The City agrees to provide the facilities and hours of use listed on Schedule A (the "Municipal Facilities") to the Board or as amended from time to time as mutually agreed upon.
3. The Board shall provide to the City a comprehensive list of dates and times that the Board Facilities are available for the City's use on or before August 31 for the immediately following September to June school year.
4. The City shall provide to the Board, a comprehensive list of dates and times that the Municipal Facilities are available for the Board's use on or before August 31 for the immediately following September to June school year.
5. The facilities listed on Schedule A and B shall be calculated on a 3:1 ratio. For the term of this Agreement, the maximum use of hours by the City and the Board has been established at 15,000 and 5,000 respectively. City's use of Board Facilities exceeding 15,000 hours will require approval from the Superintendent of Business and Treasurer. If there is an imbalance in the above ratio of exchange of service in favour of the City, each hour in excess of 15,000 hours or in excess of the 3:1 ratio weighting of hours, whichever is lesser, shall be subject to

the hourly fee rate for that facility fixed at the Board's weighted average cost of rental for such gymnasias during the Term.

6. The Board shall have the right to use the Municipal Facilities listed on Schedule A on school days between the hours of 8:00 a.m. to 6:00 p.m.. With best efforts, the Board shall give the City a monthly schedule of the Board's intended use of the facilities at least 10 days before the end of the month proceeding the use period.
7. In using Recreation facilities containing a pool, the Board shall follow the Regulations that are set out by the City in Schedule C. The usage of pools is also predicated on Legislative requirements and the availability of qualified lifeguards. Additional guards are subject to availability and a trade off of unused pool time at the end of the year or a separate charge if there is no unused pool time. It is understood that lifeguards are specially trained and qualified persons who are required by Provincial Statute governing public pools, and as lifeguards are a part-time position with the Culture and Recreation Division, their availability cannot be guaranteed.
8. In using the Board Facilities, the City shall follow the Regulations that are set out by the Board in Schedule D.
9. Schedule C & D outlines the Rules and Regulations for the respective use of each party's facilities. A group using a Board Facility whose misconduct is documented by a Facility Inspection Report submitted by the Caretaker of the school can be barred from further use of the facility. In a similar situation, a group using a Municipal Facility whose misconduct is documented by City Personnel can be barred from further use of the facility.
10. The City shall have the right to use the gymnasias of the Board Facilities, however, approval of the type of activity to be carried on in a school must be obtained from the Principal of the school. The start times will be as agreed between the Principal of the school and the City's Recreation Centre Supervisor but if they cannot agree, start times will be determined by the school Principal in his/her sole discretion. For Elementary Schools start times for use of a gymnasium shall be not earlier than 6:00 p.m. and be completed not later than 10:00 p.m. For Secondary Schools, the start times for use of a gymnasium shall not be later than 7:00 p.m. and not earlier than 6:15 p.m. and be completed not later than 10:15 p.m., on Monday to Friday and on weekends for hours and duration specified on City permits. Recreation Programs shall normally end no later than 10:00 p.m. Hours of use must be agreed upon no later than June 30th. Notwithstanding the foregoing, school athletic games will not be interrupted and City use of gymnasiums shall be subject to completion of same. Either party may cancel and/or withdraw the availability of any particular facility from the other upon at least five (5) business days' notice to the Principal or Facility Manager of the subject facility and Accommodation and Planning Department of the Board. Schools directly attached to recreation centers with separate entrance into the gymnasium from the recreation center and a separate security panel do not require a caretaker on duty for rentals outside of normal caretaker hours. Schools without recreation centers attached must have a caretaker on duty for rentals outside of the normal caretaker hours. Caretaker overtime hours shall be considered as additional time of use in the City's maximum use of hours as outlined in paragraph 5. The City will issue permits for use of all Board Facilities gymnasias. The City shall give the Board a monthly list of the City's intended use of the Board's facilities at least 10 business days before the end of the month proceeding the use period. The Board's Accommodation and Planning Department will inform the City of dates when the school's gymnasias are not available. Each party shall use its best efforts to provide reasonable notice to the other party of any expected delay in the availability of a facility.
11. The City and Board shall not assign or sublet each other's space for profit or to any groups other than those minor sport associations affiliated with the City of Hamilton, Culture & Recreation Department and the Hamilton-Wentworth District School Board.
12. The City shall reimburse the Board the entire costs of damage to Board property incurred by groups who have been granted access by the City to use the Board Facilities. Likewise, the Board shall reimburse the City the entire costs of damage to City property incurred by groups who have been granted access by the Board to use the Municipal Facilities.

13. Each party shall provide to the other party, promptly after any accident or other incident involving injury or misconduct at the other party's facility, a copy of the accident report or incident report or any other document(s) related thereto.
14. It is understood and accepted, that on occasion and during school vacation periods (Christmas, March break, July and August), school programming, cleaning and maintenance may necessitate delayed start or interruption to the City's program at a particular Board Facility; further, City programming and maintenance may necessitate delayed start or interruption to school usage of a particular Municipal Facility. Neither party shall be liable to the other, nor to any person offered use or making use of the facilities in question by virtue of this Agreement, by reason of any such delay. Each party shall use its best efforts to reasonable notice to the other of any expected delay in the availability of a facility.
15. Each party agrees to keep records on the use of that party's facilities by the other. There is a ratio of three (3) Board gym hours to one (1) City facility hour capped at 15,000 hours to 5,000 respectively. Schools without recreation centers attached must have a caretaker on duty for weekend rentals. Caretaker overtime hours will be added into the total number of hours for exchange of services. If there is an imbalance in the use as calculated in the proceeding manner at the end of the term, the party which has caused the imbalance will pay to the other party the hourly fee for the facility in accordance with the fee rate as set out in Paragraph 5 hereof, payment will be made within thirty (30) days of the end of the term hereof.
16. The use of Board gymnasias for tournaments is not permitted use under this Agreement. Requests for use of Board gymnasias for tournament use shall be directed to the Board's Accommodation and Planning Department for consideration under a separate use arrangement.
17. In the event one party does not utilize all of the hours available to it, no credit shall be given to that party by the other party, except that if the City cancels the use of a pool by the Board because of the unavailability of lifeguards, the Board shall be entitled for credit for each hour cancelled.
18. This agreement shall have a term of one (1) year, commencing September 1, 2006 and terminating on August 31st, 2007 (the "Term"). The City and the Board agree to meet no later than May 31, 2007 to negotiate a renewal of this agreement. Any renewal is subject to the approval of both parties elected bodies.
19. The City may make regulations on the use of the Municipal Facilities. The City will provide the Board with a copy of these regulations.
20. The Board may make regulations on the use of the Board Facilities. The Board will provide the City with a copy of these regulations.
21. Any party requiring services of facilities greater than the 3:1 ratio or the number of agreed hours shall request the services from the other party and be advised whether the service of facility is available and the cost of the service or facility.
22. a) The Board hereby agrees to defend, indemnify and shall save the City, its elected officials, officers and employees harmless from and against any claims, proceedings, penalties, expenses, and costs (including legal costs on a solicitor and client basis) that are incurred by, or made or instituted against, any of them or to which any of them may be liable by reason of the Board carrying out any obligation to which it is subject, or exercising any right to which it is entitled, under this Agreement, except to the extent that the same are caused by the negligence or deliberate wrong-doing of the person entitled to that indemnity.

b) The rights of indemnification granted under subsection (1) shall extend to any amount paid by the person entitled thereto in the settlement of any claim against it, and in entering into any such settlement, that person may exercise its reasonable discretion as to the amount to be paid, but the person entitled to the indemnity shall serve prior notice of any intended settlement on the Board, at least 5 Business Days prior to agreeing to any such settlement.

c) The rights of indemnification provided to the elected officials, officers and employees of the City under subparagraph (a) above may be enforced by the City as trustee on their behalf, and

shall be enforceable to the same extent by the City, as if the City was enforcing a right in its own favour.

d) The Board shall procure and maintain comprehensive public entity general liability insurance, including occupiers, including coverage extending but not limited to bodily and personal injury liability, property damage, contractual liability, and contingent employers liability coverage, and each policy shall by its wording or endorsement,

- i) have an inclusive limit of not less than \$5,000,000 or such greater amount as the City may from time to time request, for each occurrence involving personal injury or property damage;
- ii) insure the Board;
- iii) include the City as an additional insured, to the extent of the Board's obligations to the City under this agreement;
- iv) contain cross liability and severability of interest provisions;
- v) extend to cover the liabilities assumed by the Board under this Agreement;
- vi) extend to insurance against loss of, or damage to, property owned by the City or by others, where that property is in the possessions, control or guard of the Board.

23. a) The City hereby agrees to defend, indemnify and shall save the Board, its elected officials, officers and employees harmless from and against any claims, proceedings, penalties, expenses and costs (including legal costs on a solicitor and client basis) that are incurred by, or made or instituted against, any of them or to which any of them may be liable by reason of the City carrying out any obligation to which it is subject, or exercising any right to which it is entitled, under this Agreement, except to the extent that the same are caused by the negligence or deliberate wrong-doing of the person entitled to that indemnity.

b) The rights of indemnification granted under subsection (1) shall extend to any amount paid by the person entitled thereto in the settlement of any claim against it, and in entering into any such settlement, that person may exercise its reasonable discretion as to the amount to be paid, but the person entitled to the indemnity shall serve prior notice of any intended settlement on the City, at least 5 Business Days prior to agreeing to any such settlement.

c) The rights of indemnification provided to the elected officials, officers and employees of the Board under subsection (a) may be enforced by the Board as trustee on their behalf, and shall be enforceable to the same extent by the Board, as if the Board was enforcing a right in its own favour.

d) The City shall procure and maintain comprehensive public entity general liability insurance, including a occupiers, including coverage extending but not limited to bodily and personal injury liability, property damage, contractual liability, and contingent employers liability coverage, and each policy shall by its wording or endorsement,

- i) have an inclusive limited of not less than \$5,000,000 or such greater amount as the Board may from time to time request, for each occurrence involving personal injury or property damage;
- ii) insure the City;
- iii) include the Board as an additional insured, to the extent of the City's obligations to the Board under this Agreement;
- iv) contain cross liability and severability of interest provisions;
- v) extend to cover the liabilities assumed by the City under this Agreement;
- vi) extend to insurance against loss of, or damage to, property owned by the Board or by others, where that property is in the possession, control and guard of the City.

24. Either of the parties may terminate this Agreement on three (3) month's notice to the other party without compensation payable by either party.

25. This Agreement shall be governed by, and construed under the laws of the Province of Ontario.

26. No amendment, modification or supplement to the Agreement shall be valid or binding unless set out in writing and executed by the parties hereto.
27. This Agreement and the Schedules attached hereto, which form part of this Agreement, contain the entire agreement between the parties hereto with respect to the subject matter thereof. Each party respectively acknowledges and agrees that it has not relied upon any statement, representation, agreement or warranty of the other party except as set out in this Agreement.
28. In construing this Agreement, words in the singular shall include the plural, and vice versa, and words importing the masculine shall include the feminine, the neuter and vice versa, and words importing persons shall include corporations and vice versa.
29. This Agreement shall ensure to the benefit or, and be binding upon, each of the parties hereto, and each of their respective successors and assigns.
30. The parties agree to comply with all applicable provincial, federal laws and statutes, and City-by-laws and each will comply with their respective Collective Agreements, policies and procedures of the other party where applicable.
31. The parties acknowledge that this Agreement relates only to indoor facilities. The parties will use their best efforts to establish a separate agreement for the use of their field and playground facilities and the shared use thereof.
32. Any written notice provided for shall be effectively given to the Board by registered mail addressed to, or by delivery as follows:

If to the City:
 The City Clerk, City of Hamilton
 City Hall
 71 Main Street West, P. O. Box 2040
 Hamilton, Ontario L8N 3T4
 Attention: Culture and Recreation Director

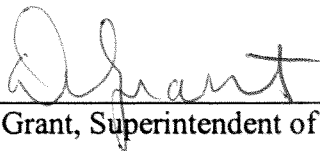
If to the Board:
 Hamilton-Wentworth District School Board
 100 Main Street West, Po. O. Box 2558
 Hamilton, Ontario L8N 3L1
 Attention: Manager, Accommodation and Planning

Any Notice given shall be deemed to have been received on that date of personal delivery or on the fourth business day after the date of mailing, as the case may be. Each party shall give the other prompt Notice of any change in the Party's address for service.

IN WITNESS WHEREOF the parties hereto have affixed their corporate seals under the hands of their proper officers duly authorized in that behalf.

THE HAMILTON-WENTWORTH DISTRICT SCHOOL BOARD


Per:




Donald Grant, Superintendent of Business & Treasurer

CITY OF HAMILTON

Per:


 Mayor Larry DiIanni, City of Hamilton
 FRED EISENBERGER


 City Clerk, KEVIN C. CHRISTENSON

OFFICE OF THE CLERK APPROVED BY COUNCIL	
DATE	Oct. 12, 2005
REPORT	ES-010 ITEM 2
INTL	YEAR/FILE 2007-4812

FINANCIAL
 CONTENT
 APPROVED
 BY

 FINANCE

SCHEDULE A

City of Hamilton Facilities

Arenas, Pools, Sports Field	Facility Used	Hours of Use
Chedoke Twin Pad	Arena	Mon., Tues., or Thurs.- 4-6 p.m.
Coronation	Arena	Mon., Tues., or Thurs.- 4-6 p.m.
Eastwood	Arena	Mon., Tues., or Thurs.- 4-6 p.m.
Inch Park	Arena	Mon., Tues., or Thurs.- 4-6 p.m.
Lawfield	Arena	Mon., Tues., or Thurs.- 4-6 p.m.
James L. Grightmire Dundas (Market St.)	Arena	Mon., Tues., or Thurs.- 4-6 p.m.
Morgan Firestone	Arena	Mon., Tues., or Thurs.- 4-6 p.m.
North Wentworth	Arena	Mon., Tues., or Thurs.- 4-6 p.m.
Parkdale	Arena	Mon., Tues., or Thurs.- 4-6 p.m.
Rosedale	Arena	Mon., Tues., or Thurs.- 4-6 p.m.
Saltfleet	Arena	Mon., Tues., or Thurs.- 4-6 p.m.
Scott Park	Arena	Mon., Tues., or Thurs.- 4-6 p.m.
Valley Park	Arena	Mon., Tues., or Thurs.- 4-6 p.m.
Wesoby Ice Surface (Olympic Dr.)	Arena	Mon., Tues., or Thurs.- 4-6 p.m.
Ancaster	Pool	Curricular & Athletics*
Bennetto	Pool	Curricular & Athletics*
Brewster	Pool	Curricular & Athletics*
Central Memorial	Pool	Curricular & Athletics*
Dalewood	Pool	Curricular & Athletics*
Dundas	Pool	Curricular & Athletics*
Hill Park	Pool	Curricular & Athletics*
Huntington Park	Pool	Curricular & Athletics*
Jimmy Thompson	Pool	Curricular & Athletics*
Norman Pinky Lewis	Pool	Curricular & Athletics*
Ryerson	Pool	Curricular & Athletics*
Sir Allan MacNab	Pool	Curricular & Athletics*
Sir Wilfrid Laurier	Pool	Curricular & Athletics*
Sir Winston Churchill	Pool	Curricular & Athletics*
Valley Park	Pool	Curricular & Athletics*
Westmount	Pool	Curricular & Athletics*
Ivor Wynne Stadium	Sports Field	Sept. 15-Nov,15, Thurs, 12-9 p. m. Apr, 15-June 1, T-Th, 3-6 p.m.
Mohawk Sports Complex	Sports Field	Sept. 15-Nov.15, Th, 3-7 p.m. Apr 15-June 5, T-Th, 3-6 p.m.
Sackville	Sports Field	Sept. 15-Oct. 30, T-Th, 3-6 p.m. Occas., Apr-May 30, M-F, 3-6 p.m.

*Curricular (daytime) to be negotiated by the school with the pool; Athletics (Nov. – Apr.) usually Monday to Thursday – 3:30 – 4:30 p.m.

SCHEDULE B

Hamilton-Wentworth District School Board Gym Facilities

School	Facility Used	Hours of Use
Allan A. Greenleaf	Gymnasium	Wed., - Feb.-Apr., 6:30-8:00 p.m.
Ancaster High	Gymnasium	Sun., - Sept.-Apr., 9 a.m.-5 p.m.
Ancaster Senior	Gymnasium	Sun., - Sept.-Apr., 9 a.m.-5:30 p.m.
Bennetto	Gymnasium, Auditorium	Mon.-Fri., - Sept.-May, 6-9 p.m.
		Sat., - Sept-May, 9 a.m.-4 p.m.
Dalewood	Gymnasium	Mon.-Fri., - Sept.-May, 6-9 p.m.
Dundas Central Public	Gymnasium	Sat., Sept.-May, 8:30 a.m.-7 p.m.
Dundas District	Gymnasium	Tues., Wed., - Oct.-May, 6-9:30 p.m.
G. R. Allan (Dalewood)	Gymnasium	Tues., Wed., - Sept.-May, 6-10 p.m.
Glendale	Auditorium	Wed., Thurs., - Oct-May, 6-8 p.m.
Hill Park	Gymnasium, Auditorium, Cafeteria	Recitals as requested
		Mon.-Fri., - Sept.-May, 6-10 p.m.
		Sat., Sept-May, 9 a.m.-4 p.m.
Lake Avenue	Gymnasium	Mon.-Fri., - Sept.-May, 6-10 p.m.
Orchard Park	Gymnasium	Tues., Sat., - Sept-Feb., 7-9:30 p.m., 8:30 a.m.-12:30 p.m.
Parkside	Gymnasium	Tues., Wed., - Oct.-May, 7:30-10 p.m.
Ryerson	Gymnasium	Mon.-Fri., - Sept.-May, 6-10 p.m.
Saltfleet	Gymnasium	Fri., Sat., Sun., -Sept.-Mar., 7-8:30 p.m., 8:30 a.m.-2:30 p.m., 8:30 a.m.-3:30 p.m.
Sanford Avenue	Gymnasium	Mon.-Fri., - Sept.-May, 6-10 p.m.
		Sat., - Sept-May, 9 a.m.-4 p.m.
Sherwood	Auditorium	Recitals as requested
Sir Allan MacNab	Gymnasium, Auditorium	Mon.-Fri., Sept.-May, 6-10 p.m.
		Sat.-Sept.-May, 8:30 a.m.-5:00 p.m.
		Sun., -Sept. May, 8:30 a.m.-5 p.m.
Sir Wilfrid Laurier	Gymnasium	Mon., -Fri., -Sept.-May, 6-10 p.m.
		Sat., - Sept.-May, 8:30 a.m.-5 p.m.
Sir Winston Churchill	Gymnasium	Mon.-Fri., - Sept.-Apr., 6:30-10 p.m.
		Sat., - Sept.-Apr., 9 a.m.-5 p.m.
		Sun., - Sept.-Apr., 12 p.m.-4 p.m.
Waterdown District	Gymnasium	Wed., Oct.-Apr., -6-9 p.m.
Westdale	Gymnasium	Sat., Oct 1-May 2-11 a.m.-2:00 p.m.
Westmount	Gymnasium, Auditorium	Mon., -Fri., - Sept.-May, 6-10 p.m.
		Sat., - Sept.-May, 9-4 p.m.
		Sun., - Sept.-May, 10-4 p.m.
Westwood (Westmount)	Gymnasium	Wed., Sept.-May, 6-9 p.m.
Yorkview	Gymnasium	Tues., Thurs., -Sept.-May, 6-8 p.m.

}
g

High School Physical Education:

1. Two lifeguards will be provided for all pool rentals. (Maximum 75 people) Additional Guards, Aquafit and Red Cross instructors are available at the standard rate of pay and must be booked one week in advance.
2. The class that has booked the pool will have exclusive use of pool.
3. Blocking pool time is preferred to make optimum use of allocated hours. I.e.: booking 2 classes back to back or attaching onto recreation program times. A one-hour class can be booked provided there is a program before or after, otherwise a two-hour booking is a minimum.
4. Teachers are responsible for the pool curriculum, attendance, teaching and discipline of the students while in the recreation facility. Supply teachers are responsible for the same. Students not participating in the pool must remain in the pool enclosure during class time.
5. The lifeguards are responsible for the safety of the teachers and students. All patrons must obey the pool rules and the policies and procedures of the City of Hamilton.
6. A zero tolerance policy is in effect in all City of Hamilton Pools. Physical violence or verbally abusive behaviour, use of drugs and in possession of a weapon will not be tolerated.
7. Cancellations from the school with 48 hours notice will not be charged back. Cancellations with less than 48 hours will be charged back to the school. No shows will be charged back to the school. Cancellations by the recreation centre will not be charged back. Re-scheduling of cancelled classes may be done if pool time/ guards are available.
8. Teachers responsible for booking pool times should make every effort to submit their request for Semester 1 by the second week of September and for Semester 2 by the second week of December. Any changes to that schedule should be done 2 weeks in advance to ensure staffing is available.
9. The recreation centre may not change their public swim schedule to accommodate shortened school day schedules i.e. assembly days or early releases.

Waterpolo/Swim team practises and games.

1. Two lifeguards will be provided for all pool rentals.
2. One hour of pool time is allotted for all practices and games. Students will be allowed in the facility 15 minutes before the first game or practice. Students will not be allowed on deck without a coach or teacher representative.
3. Coaches/students, in conjunction with aquatic staff, are responsible for setting up all pool equipment needed for games and practices.
4. Coaches/teacher representatives are responsible for the behaviour of all students and spectators before, during and after games and practices. A zero tolerance policy is in effect in all City of Hamilton Pools.
5. All coaches, students and spectators will be asked to leave the deck at the end of the game or practice.
6. The lifeguards are responsible for the safety of the teachers and students. All patrons must obey the pool rules and the policies and procedures of the City of Hamilton.

Public School Pool Usage & Special Education Classes

1. **Vouchers:** Schools apply to the board for vouchers for grade 3 and special education classes. Vouchers are colour-coded on a yearly basis and may only be used within that calendar year and may not be carried over. Once the school receives the vouchers, they may call the pool to book pool time. Teachers responsible for booking pool times must book at least 2 weeks in advance. Classes that have not applied for vouchers will not be able to book the pool. *All vouchers that are booked should be handed in on the first day of class.
2. Blocking pool time is preferred. The pool will only book pool time in conjunction with other school classes or recreation programs. A one-hour class can be booked provided there is a program before or after, otherwise a two-hour booking is a minimum.
3. Two lifeguards will be provided for all pool rentals.
4. Qualified instructors are available at the standard rate of pay for classes up to 29 students and must be booked one week in advance of the class. Classes of 35 or more to a maximum of 75 will be given unstructured pool time
5. Teachers/Public Schools are responsible for the discipline of the students while in the recreation facility. Supply teachers are responsible for the same. Students not participating in the pool must remain in the pool enclosure during the class time or remain at the school.

6. The lifeguards are responsible for the safety of the teachers and students. All patrons must obey the pool rules and the policies and procedures of the City of Hamilton.
7. A zero tolerance policy is in effect in all City of Hamilton Pools. Physical violence or verbally abusive behaviour, use of drugs and in possession of a weapon will not be tolerated.
8. Cancellations from the school with 48 hours notice will not be charged. Cancellations with less than 48 hours will be charged back. No shows will also be charged back.

**THE HAMILTON-WENTWORTH DISTRICT SCHOOL BOARD
RULES GOVERNING THE USE OF SCHOOL PROPERTIES**

GENERAL

Below are detailed the Rules governing the use of all school facilities by Community Groups. Compliance with these rules will be monitored by Board personnel. **FAILURE TO COMPLY WITH ANY OF THE RULES WILL RESULT IN IMMEDIATE CANCELLATION OF THIS CONTRACT BY THE HAMILTON -WENTWORTH DISTRICT SCHOOL BOARD.**

Applications to use space in buildings shall be submitted to the Rentals Department at least three weeks before the start of the permit use. Application forms are available at the Rentals Department, Education Centre at Main & Bay Streets. Please call (905) 527-5092, Ext. 2524 or Fax (905) 521-2536.

RESERVATIONS

1. Schools shall have first claim to the use of their respective buildings at all times, and any agreement made with an outside organization must be contingent on the needs of the program of the various schools and such agreements may be terminated or altered at any time.
2. All use of schools by outside groups shall be automatically cancelled when schools are closed due to inclement weather, strikes, or any other causes beyond the control of the Board.

USE OF FACILITY AND APPLICABLE CHARGES

1. **ADEQUATE ADULT SUPERVISION (Adult is 18 years of age or older) must accompany all rental groups. This supervision must be with the groups at all times during the rental time period. It is the responsibility of the group supervisor to ensure that their participants remain within the designated rental area, that damage to building and grounds is not permitted and that all group participants leave the school on or before the ending time of the rental permit. Board personnel will monitor all groups to ensure adequate supervision is maintained. When groups are renting multiple facility space, there must be a supervisor in charge of each area; i.e. when many classrooms are used, there must a supervisor for each classroom. Youth group members must not enter the school before the leader arrives.**
2. Rubber-soled shoes must be worn at all times in gymnasium or auditorium for all sports activities. Floor hockey is not permitted in any school gymnasium unless plastic floor hockey equipment is used. Indoor soccer balls must be used for all soccer rental activities.
3. Rental Charges or this agreement do not include the use of school equipment other than volleyball standards and basketball nets. Sporting equipment such as volleyball nets, balls, floor mats, scoreboards, etc. are not included as part of the rental agreement.
4. The use of the building must be confined to the hours specified by the applicants in this application. Each rental group/organization will inspect the facility list on the permit with the Caretaker before and after the event. The Caretaker will require each group to sign the **School Facilities Inspection Report**. Any damage, problems during the event, extended time and additional hours for clean up will be noted on this report. Any additional costs will be assessed to the rental group/organization. NOTE: Overtime charges are subject to change without notice.
5. The Board will seek full restitution for **any damage** done to our buildings or grounds by the Permit Holder.
6. Rental charges do not include the use of school sound system and lighting for auditoriums. This must be arranged directly with the school and an additional charge will apply.
7. All permit fees shall be paid directly to the Rentals Department of the Board. Payment is made payable to the Hamilton-Wentworth District School Board. Permits will be held until payment is received. Fees for short-term permits shall be paid in full. Fees for long-term permits can be paid in advance with equal monthly installments beginning the 1st of every month. Short-term means one month or less and long-term means more than one month in duration. Once payment is received, the permit will be released to the organization and school. Any bank charges will be the responsibility of the group/organization.
8. In default of payment or non-compliance with any conditions for use of facilities as specified above, the accommodation will not be available.

9. Organizations who cancel a permit must inform the Rentals Department in writing seven (7) days before the event. There will be a cancellation fee of \$25.00 if notice is less than seven (7) days. The cancellation fee will be deducted from the amount of the refund. Organizations who alter dates, times, or location will be granted one free alteration to the permit. There will be a \$10.00 processing fee for each subsequent alteration.

LIABILITY AND INSURANCE

The rental organization agrees to the following:

- a) to assume full responsibility for the acts and conduct of all persons admitted to the Premises
- b) to release the Board from any and all liability to any person for any loss, damage, or injury to any persons or property incurred in or upon the Premises
- c) to supply and provide proof of insurance. Organizations shall request a Certificate of Insurance from their insurance broker for General Liability insurance in the amount of \$2M naming the "Hamilton-Wentworth District School Board" as an additional insured on the policy
- d) that during the use and occupation of the Premises the Permit Holder shall indemnify and save harmless the Hamilton-Wentworth District School Board from and against any and all liability whatsoever resulting from injury or damage to person, persons or property as a result of the use and occupation of the Premises. Rental group shall sign a form stating such.

MISCELLANEOUS

1. The Caretaker of the building must be on duty during the hours of possession by the organization or school groups using the building.
2. Permits are not assigned or transferable.
3. Arrangements must be made through the school for the use of any school equipment such as tables/chairs at least five (5) days prior to occupancy.
4. Anyone wishing to have the piano tuned must do so at their own expense but must use a Board approved tuner. Anyone wishing to have the piano moved from one level to another—i.e. from floor level to stage, must do so at their own expense and with Board approved movers. The piano is to be returned to the original location after rental.
5. No food or drinks to be served or consumed in foyer or taken into auditoriums and gymnasiums with the express authority of the Board office. Alcoholic beverages will not be permitted in buildings or on the grounds without prior approval of the Board of Trustees.
6. There must be **NO SMOKING** in any part of the school building or on school property as such is law according to Bill 119, subsection 9 and also the Insurance Schedule of the Board of Education.
7. Games of chance, lotteries and gambling in any form are forbidden on school property.
8. All tables, chairs, dishes and other equipment brought into the school by the rental group shall be removed promptly after the permit activity.

FIRE PREVENTION

1. Before each performance it will be the responsibility of the production manager and the school foreman to raise and lower the safety curtain. When the stage is not in use, the safety curtain must be in a lowered position.
2. All scenery, special effects, props, etc. must be approved by the Hamilton Fire Prevention Bureau at least 24 hours prior to presentation or dress rehearsal. Pyrotechnics are prohibited in school buildings.
3. The seating capacity in the auditorium, gymnasium, cafeteria must not exceed the Fire Department's limit indicated on the capacity listings posted in these facilities.
4. In compliance with Hamilton Fire Prevention Bureau regulations, immediately on the sounding of the fire alarm, the house lights will be turned on, the safety curtain lowered and the audience requested to leave by the nearest exit. Only when the fire is brought under control or it is determined that it is a false alarm by the Fire Department will the audience be allowed to re-enter the auditorium.