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**COMMUNITY USE OF RVS Facilities  
(Indoor Facility Use)**

**1. GRANT OF PERMISSION OF USE**

- 1.1. Rocky View Schools (RVS) grants permission to use the Space(s) identified in an approved application form on the terms and conditions set out.
- 1.2. The permission granted is immediately revocable in the event of non-compliance with the terms and conditions.
- 1.3. The user group accepts the Space as is and RVS makes no representations, or warranties, that the Space is fit for any set purpose.
- 1.4. The user group is responsible for obtaining, complying with, and all costs associated with, all permits required from any authority regarding the conduct of the user group's activities.
- 1.5. RVS grants the user group a non-exclusive right, in common with other user groups and RVS, to use driveways and parking areas, for use by persons attending the user group's activities.

**2. TERM**

- 2.1. The term of the permitted use shall be for the period set out in the approved application form, subject to earlier termination.

**3. USER FEE**

- 3.1. The user group shall pay to RVS a user fee in the amount set out in the approved application form and outlined in AP5025 prior to the commencement of the permitted use.
- 3.2. The user group agrees that payment of the user fee is a pre-condition to the use and occupation of the Space by the user group and failure to have paid the user fee shall prevent the user group from occupying and using the Space.
- 3.3. Once paid, the user fee is non-refundable under any and all circumstances.

**4. DEPOSIT**

- 4.1. Deposits will be required if RVS deems them necessary. Any deposit is required at the time of booking to cover any contingent costs. The deposit will be made by way of post-dated cheque for the day following the completion of the booked activity. Upon confirmation that no costs will be incurred by RVS, the cheque will be destroyed. If any costs will be incurred, the cheque will be cashed and the funds used to off-set any costs, including an administration fee. If any balance remains it will be returned in due course. If the deposit does not cover the costs incurred, the User Group will pay any deficiency to RVS upon demand as a just debt owing.

**5. USE OF SPACES**

- 5.1. The user group agrees that it will use the Space(s) only for the purpose described in the approved application form. No unauthorized equipment shall be allowed in the

Space(s).

- 5.2.** The user group shall not alter the Spaces, without the prior written consent of RVS, which may be withheld at RVS discretion. Any alterations will, at RVS's option, become the property of RVS upon termination of the permission to use, at no cost to RVS, or if RVS does not wish to retain the alterations the user group will restore the Space(s) to the condition they were in at the commencement of the permitted use, to RVS' satisfaction.
- 5.3.** The user group may not, unless prior written approval is granted by RVS, erect a sign or signs within the Space(s). If authorization is granted will remove same at the end of the permitted use, and repair any damage occasioned by the removal of same to RVS' satisfaction.
- 5.4.** The user group shall not do, or permit anything to be done, in the Space(s), or the facility that the space is apart of, that will constitute a nuisance, or result in, a condition that may require remediation under any law in Alberta governing environmental standards, or that contravenes any such law.
- 5.5.** RVS is not responsible for any user group set-up.

## **6. INSURANCE AND INDEMNITY**

- 6.1.** The user group shall maintain Comprehensive General Liability insurance, naming The Board of Trustees of Rocky View School Division No. 41, its servants, agents, employees and insurers as additional insureds (the Releasees), protecting against all perils, and losses, including, without limiting the generality of this requirement, all damages, and losses from, damage to, destruction of, or loss of use of property as well as death, bodily injury and personal injury. The limits of the said insurance shall be Two Million (\$2,000,000.00) Dollars per occurrence. The policy of insurance shall contain a severability of interest and cross liability endorsement in favor of The Board of Trustees of Rocky View School Division No. 41 and the other Releasees referred to above.
- 6.2.** The user group, jointly and severally, does hereby indemnify and save RVS and the other Releasees referred to in sub-Article 6.1, harmless, from and against, all claims, actions, suits, causes of action, demands, and accounts, of every nature brought against RVS, and the other Releasees referred to in sub-Article 6.1, relating in any way to, or depending in any way upon, the use, and occupation of the Space(s) by the user group, or relating to, or depending upon, any alleged acts, or omissions, of the user group, any of its members, its servants, agents, employees, or others under its control, or for whom it is responsible in law, and the user group, jointly and severally shall pay all costs, damages, fees, and disbursements, of every kind, without limitation, including solicitor and own client fees, and disbursements, incurred, or suffered by RVS, and the other Releasees referred to in sub-Article 6.1, in dealing with, or arising from, any of the aforesaid matters. This indemnification is independent of any insurance carried by the user group, and is not diminished by any insurance carried by RVS.
- 6.3.** The indemnification set out in sub-Article 6.2 shall survive any expiration, or termination, of the permission to use.

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**7. MAINTENANCE OF SPACES**

7.1. The user group shall, at all times, maintain the Space(s) in a condition that is acceptable to RVS, with reasonable accommodation for the nature of the user group's activities, and shall maintain the appearance of the Space(s) in compliance with any standards governing same, and as required by RVS and shall remove all refuse and other things brought on to the Space(s) by the user group, its members, or its employees, servants, agents, customers, or invitees. If RVS experiences any costs of any kind as a result of the failure of the user group to fulfill its obligations RVS may recover such costs from the user group and its members, jointly and severally, in any lawful manner it chooses.

**8. USE OF THE SPACE(S)**

8.1. Upon payment of the user fee and observance of these terms and conditions, the user group shall be entitled to the permitted use of the Space(s).

**9. RVS RULES**

- 9.1. A Community Use Supervisor or Caretaker will be on duty to open and lock the school at the prescribed times;
- 9.2. Groups using school facilities are responsible for the conduct of all members of the group;
- 9.3. The time booked includes set up and take down;
- 9.4. Loitering is not permitted. Groups are not permitted to be on the site/ before or after the end of a booking;
- 9.5. Do not prop open any exterior doors, a group representative must monitor the doors, if needed, to accommodate any participants that require late entry;
- 9.6. Access will **only** be permitted for use of the facilities and areas indicated on the application form, and **only** during the times designated;
- 9.7. All equipment must be identified on the application form and only equipment outlined in Administrative Procedure AP5025 is available for use. Use must be approved during the application process.
- 9.8. All outdoor equipment including outdoor balls, hockey sticks, nets, bats or batting/pitching machines, or any item/equipment that may cause damage to walls, floors, or any fixtures are strictly prohibited for indoor use;
- 9.9. Tape, glitter, glue, or dance floor wax or powder, or any hard to clean items are not permitted;
- 9.10. Basketball hoops, volleyball nets and standards or any other equipment must be put away after use (in the location and condition they were in prior to use);
- 9.11. Do not drag equipment across floors;
- 9.12. Footwear that causes damage to floor surfaces is prohibited. Dirty footwear is to be removed and left at the entrance of the school and indoor footwear used;
- 9.13. No food or drinks other than water is permitted in the gymnasiums unless approved and specified on the facility rental agreement;
- 9.14. Groups may be asked to take additional proactive measures to avoid damage of RVS property;
- 9.15. Alcohol, cannabis or illegal substance(s) are strictly prohibited on school property;
- 9.16. Smoking and vaping are not permitted on school property; and

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- 9.17. Groups will be responsible for all repair costs if damage is caused by their use.
  - 9.18. RVS shall be entitled to make rules for the management, and control of the Space(s) and the Facility of which the Space(s) form a part, from time to time, and the user group, its members, and its servants, agents, employees, customers, and invitees, will observe these rules.
  - 9.19. Use of barbeques and other cooking apparatuses are not permitted, unless granted in writing by RVS.
  - 9.20. Pets or animals of any kind are not permitted.
  - 9.21. Vehicles are not permitted to be driven or parked outside of RVS-designated parking areas.
  - 9.22. Sale of merchandise, food or other items requires approval from RVS.
  - 9.23. When porta-potties are required, they must be placed in RVS-designated locations.

## 10. RVS REMEDIES

- 10.1. If the user group does not perform any term hereof as required, RVS may immediately terminate the permission to use, and re-enter, and take possession of the Space(s), and remove all persons, and property therefrom, and the property may be stored as RVS sees fit at the user group's expense, all without the need for resort to any legal process, and without RVS being considered guilty of trespass, or becoming liable for any loss, or damage, occasioned thereby.

## 11. GOVERNING LAW

- 11.1. These terms and conditions, the approved application form, and the permitted use, and their interpretation, shall be governed by the laws of the Province of Alberta.
- 11.2. Any action by either RVS or the user group shall be commenced, and all steps therein taken, only in the Judicial District of Calgary, which shall be deemed conclusively to be the forum of convenience to all.

## 12. ENTIRE AGREEMENT

- 12.1. These terms and conditions and the approved application form constitute the entire agreement between RVS and the user group with respect to the subject matter set out herein, and there are no other agreements relating thereto.

## 13. NOTICE

- 13.1. Any notice to be given to the user group by a representative of RVS may be given orally to any person apparently in charge of the user group's activities and shall be effective when communicated and shall be confirmed in writing addressed to the address for the user groups representative set out in the approved application form.