

FACILITY USE AND FEES AND CHARGES

Section 1: DRAFT Priority of Use Category Definitions and Fees Schedule (Version 9)

It is recognized that facility allocation demands often exceed the availability of space. New Westminster-based user groups will receive priority over non-New Westminster-based groups. The District reserves the right to allocate all other school and Neighbourhood Learning Centre space based on availability, and the following schedule. *Priority of Use* times and discounted rates do not apply to District Neighbourhood Learning Centres.

Category	User Group	Category Definition	Priority of Use	Charge	Other
A. District and Community School Partnership	School and District-Sanctioned Events and Programs	School-sanctioned events and activities; school sports teams / clubs PAC or staff events; District events or programs that are facilitated independently or in partnership with community partners, e.g., Early Learning, Middle Childhood, Literacy, Aboriginal, Multicultural events.	M-F 8:30 a.m. to 6:00 p.m. *NWPCR Youth Services Friday evenings at select schools	No charge	**See additional charges section
	Community Schools Partnership Program Providers	Community Schools Partnership (CSP) programming; NWPCR Youth Services* and NWPCR programming in existing sites.			
	Community Education	Community education (academic and general interest night school)	M-F during adult school hours at the Adult Learning Centres and limited access to NWSS at other times.		

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Category	User Group	Category Definition	Priority of Use	Charge	Other
B. Non-Profit	Children and Youth Development Programs	Community-based programs for Children and Youth (e.g. Children and Youth sport programs, Girl Guides, Brownies, Cubs, Scouts, Cadets, etc.)	6:00 to 8:30 p.m.	25% of the Category B rate: Gym: \$5.50/hour Classroom/Multi-Purpose Room: \$4/hour ***Office N/A	**See additional charges section
	Non-profit Societies / Community Service Clubs	A legally constituted organization (e.g. charitable status, or service club) whose primary objective is to support or to actively engage in activities of community interest without any commercial or monetary purpose.	Based on space availability	Gym: \$22/hour Classroom/Multi-Purpose Room: \$16/hour ***Office \$5.50/hour	**See additional charges section
	Adult Recreational Groups	Adult groups i.e. sports groups such as basketball, volleyball, badminton, etc.			
	Non-profit Child Care	On-site child care and before and after school care	As specified in License Agreements	Fees to be determined based on space, time used and District costs	License Agreement Required
C. Community	Other Recreational / Educational Programs	e.g. Post-Secondary Institutions	Based on space availability	Gym: \$38/hour Classroom/Multi-Purpose Room: \$27/hour ***Office \$11/hour	**See additional charges section
	Other Adult Groups	Public rentals for functions/events, meetings, etc.			
	Group Rentals	Public rentals with an annual schedule i.e. church groups, etc.			

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Category	User Group	Category Definition	Priority of Use	Charge	Other
D. Commercial	Individuals / Groups of a Commercial Nature	Public rentals by private sector for-profit businesses, groups or individuals undertaking for-profit activities.	Based on space availability	Gym: \$65/hour Classroom/Multi-purpose Room: \$43/hour ***Office \$16/hour	**See additional charges section
	Film Industry	Rental by film production companies		See Filming Industry Fee Schedule in "Filming in District Facilities"	

****Additional Charges:** May apply to cover any additional staffing that is required (i.e. when District staff is needed for set up and take down, covering gym floors, clean-up, etc.) during regular working hours. On the weekends, and at other times when school is not in session or staff are not scheduled to be at a site, user groups will be charged a minimum 4-hour staffing charge on all bookings. User groups are responsible for paying all additional staffing costs no matter what category of use they fall under. Damage Deposits may be required based on the type of usage. All facility (GST) and equipment use (PST) fees are subject to applicable taxes.

*****Neighbourhood Learning Centre Office space:** A limited number of office spaces will be available at each NLC facility. Spaces, when available, will be available for rental on an hourly, daily, or monthly basis.

Please see clause 2.6 for Equipment Use Fee Schedule

Section 2: Facility Use Conditions

The District endeavours to make its facilities accessible for the broadest range of uses possible. As such, conditions may be imposed upon reoccurring bookings, on a case-by-case basis, to ensure appropriate facility scheduling flexibility to address the needs of the District and the community. In the case of Category B Community-based Programs for Children, Youth and Adults that meet on a regular, reoccurring basis, facility space will be booked by facility rentals staff at pre-determined times of the year.

Bookings from year-to-year will not always be guaranteed or carried forward. In addition, the District may cancel bookings, at any time, based on violations of the Facility User Agreement/Permit, non-payment of fees, unexpected facility closures, changes in service delivery or unforeseen circumstances.

An annual review of all rates will occur, and said rates will be subject to increases on July 1 of each year.

Under special circumstances, the Director of Facilities and Operations may adjust fees and charges to meet current market value or extraordinary bookings.

The District retains sole discretion to set the allocation of times, applicable fees and schedule for all District facilities.

2.1 Restrictions:

The District reserves the right to restrict or prohibit access to District facilities to any individual, group, organization or commercial group that:

- 2.1.1 Promotes racism, hate, violence, censorship, crime or other unethical pursuits;
- 2.1.2 Involves nudity;
- 2.1.3 Involves non-sanctioned use of sales of alcohol;
- 2.1.4 Is not in good standing (e.g. not in compliance with the facility rental agreement rules and conditions, has caused property damage, etc.);
- 2.1.5 Disrupts other facility patrons, operations or surrounding neighbourhood;
- 2.1.6 Includes the promotion of a political party or candidate for the purpose of election or re-election;
- 2.1.7 Misrepresents the scope and/or purpose of the rental function; and,
- 2.1.8 Contravenes District procedures; e.g., Non-smoking, Animals on School Grounds, Scents and Sensitivity, etc.

2.2 Procedure for Selecting User Groups

2.2.1 It is imperative that user groups are appropriate to the school and District setting. The safety of our students and the security of our facilities is paramount.

2.2.2 As such, staff who are responsible for booking facility space will ensure that facility users providing programming for school-aged children and youth on District property will:

- 2.3.2.1 Confirm that their members have a clean Criminal Record Search;
- 2.3.2.2 Be responsible for the conduct of their own members, and agree to indemnify the District in the event of loss; and,
- 2.3.2.3 Agree to these and all other terms in their Facility Use Agreements/Permits.

- 2.2.3 For Neighbourhood Learning Centre space, the following selection criteria needs to be met; i.e. uses that:
- 2.2.3.1 Prioritize the safety of students and the security of facilities;
 - 2.2.3.2 Meet identified community needs, e.g. address program or service gaps; and, do not duplicate existing community-based programs or services;
 - 2.2.3.3 Operate independently and demonstrate an ability to cover operational costs, unless integrated into school programming;
 - 2.2.3.4 Meet District procedure requirements regarding facility use;
 - 2.2.3.5 Complement existing school-based, community programs or services;
 - 2.2.3.6 Contribute to community literacy and lifelong learning;
 - 2.2.3.7 Enhance student readiness for learning success;
 - 2.2.3.8 Facilitate community-building and social interaction;, and
 - 2.2.3.9 Are inclusive of people of different abilities, ages, cultures and incomes.

2.3 Liability Insurance:

- 2.3.1 The District does not provide user groups with Comprehensive General Liability Insurance coverage as part of their facility use agreement, nor can user groups purchase insurance through the District. It is the responsibility of each user group, or individual, to ensure that they have adequate insurance coverage for personal injury and property from a reputable provider.
- 2.3.2 The District will require proof of a minimum of:
 - 2.3.2.1 \$2,000,000 (two million) in liability insurance from user groups;
 - 2.3.2.2 \$5,000,000 (five million) in liability insurance from Child Care Service providers; and,
 - 2.3.2.3 \$5,000,000 (five million) in liability insurance per occurrence from film production companies.
- 2.3.3 “The Board of Education for School District No. 40 (New Westminster)” must be named on the renter’s insurance policy, as an insured third party, and the dates indicated on the insurance policy need to reflect the facility use dates indicated on the Facility Use Agreement/Permit. User groups holding events that involve paid musicians or stage performers shall indemnify and hold the Board blameless in the event of a legal action for the collection of SOCAN copyright royalties.
- 2.3.4 The District must be provided a copy of said insurance policy a minimum of 14 (fourteen) days prior to facility usage.

2.4 General Facility Use Conditions:

- 2.4.1 Facility Use Agreements/Permits are not transferable.
- 2.4.2 Facility bookings are not confirmed until all required documentation and payment, or arrangements for payment installments, is received.
- 2.4.3 Smoking, using tobacco, or holding lighted tobacco, is not permitted in District facilities or on District property at any time.
- 2.4.4 No lighted candles, lanterns, stoves or any other flame-bearing devices are permitted on District property.
- 2.4.5 No commercial advertising is to be displayed on District property without prior approval.
- 2.4.6 Parking of vehicles is only permitted in specified parking areas. Vehicles parked in fire or unauthorized areas may be towed away at the vehicle owner's expense.
- 2.4.7 No event or activity admission or fees can to be charged without prior approval.
- 2.4.8 Concession sales are not permitted without prior approval.
- 2.4.9 User groups are:
 - 2.4.9.1 Expected to obtain, and post, all necessary permits and licenses;
 - 2.4.9.2 Responsible for the conduct of participants, and need to ensure they are only in the facility space indicated on the Facility Use Agreement/Permit during the times specified. Set up and take down allowances need to be incorporated into usage times;
 - 2.4.9.3 Expected to conduct themselves in and orderly manner and abide by any instructions relayed to them by District employees. In the case of disagreements regarding the interpretation of Facility Use Agreements/Permits, user groups are expected to conform to the requests of the District employee in charge and then contact the District's Facility Rentals Department as soon as possible;
 - 2.4.9.4 To respect the District's concern for the maintenance and security of District facilities and are expected to cooperate with District employees in this regard;
 - 2.4.9.5 Responsible for providing adult supervision for children and youth at all times;
 - 2.4.9.6 Not permitted to store their property on stages or in other spaces in District facilities without prior approval;
 - 2.4.9.7 Required to comply with fire codes and maximum occupancy regulations for the facility space; and,
 - 2.4.9.8 Required to comply with all earthquake, lockdown and other emergency procedures.
- 2.4.10 The preparation, cooking and serving of food must receive prior approval. User groups will be required to provide verification that they have secured a Temporary Food Permit from Fraser Health a minimum of fourteen (14) days prior to facility usage. Additional charges may apply to cover any additional staffing that is required to clean up after the event/program where food has been served.

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2.4.11 Gymnasium use:

- 2.4.11.1 Dribbling, passing and throw-ins of soccer balls allowed. No hard shooting against the gym walls is permitted;
 - 2.4.11.2 No throwing or batting of outdoor softballs and baseballs will be permitted. Only balls for indoor use (i.e. Wiffle balls, Softees, Lite Flight balls, and sponge-type balls, etc.) will be permitted;
 - 2.4.11.3 Regulation lacrosse balls are not permitted. With prior approval, Sponge balls or Cosom balls will be permitted;
 - 2.4.11.4 Only plastic floor hockey sticks are permitted;
 - 2.4.11.5 Only regulation gym shoes, or non-marking shoes, are permitted;
 - 2.4.11.6 No school-based sports equipment (i.e. volleyballs, basketballs, etc.) can be used;
 - 2.4.11.7 A \$500 refundable damage deposit (post-dated cheque or credit card) is required for use of school score clocks;
 - 2.4.11.8 A \$300 refundable damage deposit (post-dated cheque or credit card) will be required for use of microphone equipment; and,
 - 2.4.11.9 User groups requesting gymnasiums at New Westminster Secondary School for events that require tables and chairs and/or involve the serving of refreshments, are required to pay a \$240 floor covering fee to cover staff set up and take down costs.
- 2.4.12 The performance of live music or the use of recorded music must receive prior approval. User groups will be required to provide verification that a SOCAN (the Society of Composers, Authors and Music Publishers of Canada) license has been secured a minimum of fourteen (14) days prior to facility usage. More information on SOCAN licenses is available at: <http://www.socan.ca/licensees/music-use#event>.
- 2.4.13 On weekends, and at other times when school is not session, or District staff are not scheduled to be in a facility, user groups will be charged a minimum 4-hour staffing charge on all bookings. User groups will be responsible for paying all additional staffing costs no matter what category of use they fall under; this includes internal District bookings.
- 2.4.14 Facility users will be held responsible for any damages to the facility or its equipment should it occur. This includes loss of school or Neighbourhood Learning Centre equipment.
- 2.4.15 Failure to comply with the conditions laid out in Facility Use Agreements/Permits will be grounds for the cancellation of agreements and may prevent the future use of District facilities.
- 2.4.16 The District assumes no responsibility for accidents, injury or loss of property arising out of the use or misuse of District facilities or property.

2.5 Alcohol in District Facilities

- 2.5.1 In general, it is not the practice of the District to authorize events that include alcohol in District facilities.
- 2.5.2 However, it is acknowledged that some user groups may want to serve alcohol at events. In this instance, an application can be filed with the Secretary-Treasurer or designate, for approval to serve alcohol. If approved, organizers of the event or activity would need to:
 - 2.5.2.1 Book the facility in accordance with District procedures:
 - 2.5.2.2 Agree to enforce all restrictions expressed and implied by the *British Columbia Liquor Act* and provide proof that a Temporary Provincial Liquor License has been obtained:
 - 2.5.2.3 Provide a copy of their Insurance Certificate indicating that they have independent liability insurance in the amount of a minimum \$2,000,000 (two million);
 - 2.5.2.4 Provide verification that there is a demonstrated plan in place for the security and control of the function with a named person responsible, and make arrangements to pay the District for additional security if required;
 - 2.5.2.5 Apply, in writing, a minimum of thirty (30) days in advance of the proposed function date; and,
 - 2.5.2.6 Agree to these and other facility use terms.

2.6 District Equipment Use by User Groups:

- 2.6.1 No District equipment is to be used without the prior approval of the Districts' Facility Rentals Department.
- 2.6.2 No school-based sports equipment is available for public usage.
- 2.6.3 The following Equipment Use Fee Schedule will apply:

Chairs	\$0.40/chair
Tables (wood topped, 5ft x3ft)	\$3.00/table
Podiums	\$3.00/use
Microphones (with access to sound system)	\$10.00/use and \$300 damage deposit
Volleyball Nets	\$3.00/use
Hockey Nets	\$3.00/use
Score Clocks	\$10.00/use and \$500 damage deposit

- 2.6.4 The above user fees will support the purchase and replacement of District equipment as a result of usage.
- 2.6.5 User groups requesting use of gyms at New Westminster Secondary School for events that require tables and chairs, and/or involve serving refreshments, are required to pay a \$240 floor covering fee to cover staff set up and take down costs.

2.7 Filming in District Facilities

- 2.7.1 All production inquiries will be directed to the [District Facility Rentals Department](#). Through the usage of the facility booking online system, production companies and the City of New Westminster Filming Coordinator will be able to determine what sites are available for filming.
- 2.7.2 Production companies are required to name “Board of Education for School District No. 40 (New Westminster)” on their insurance policy with minimum liability coverage of \$5,000,000 (five million) per occurrence.
- 2.7.3 The following Film Industry Fee Schedule shall apply:

Facility Use Fee	\$2,000 to \$5,000 per day based on site requirements
Facility Use Prep Fee	½ daily rate
Facility Use Clean Up (Rap) Fee	½ daily rate
Parking Lot Rental	\$500.00/24 hours
Set Supervision by District Staff	2.5 x Collective Agreement Rate for the duration of the filming Note: some shoots can run 24 hours/day
Garbage Disposal Fee	Going rate/bin
Damage Deposit	\$5,000 per occurrence
Damage Deductions	Cost of Materials, 2x Cost of Labour (at Collective Agreement rate) & Administration and Taxes
School Appreciation Fee	Note: \$500/occurrence Paid directly to the school as a thank you for school use
District Administration Fee	15%

2.8 Communication Protocol

- 2.8.1 Each fall, if requested, long term facility user groups will be provided with an opportunity to meet with school-based administrators to provide an overview of their use of facilities in District schools.
- 2.8.2 In the event facility use issues arise that cannot be resolved by the facility user group and the Director of Facilities and Operations, the matter will be brought to the Superintendent for resolution.

2.9 Facility Use Bookings, Changes and Cancellations

- 2.9.1 Evening booking requests by Internal Users (i.e. Schools, PACs, District Community Schools, Community Education, etc.) for events, activities, and courses will need to be submitted to the [Facility Rentals Department](#) by May 1 of each calendar year. Internal facility booking requests after this date will not be guaranteed.

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2.9.2 Facility Use Agreement/Permit changes/cancellations will only be accepted from the individual(s) who signed the original agreement. Facility users must provide the District Facility Rentals Department a minimum of 120 hours' notice of cancellation.

2.9.3 The District may cancel bookings, at any time, based on violations of the Facility Use Agreement/Permit, non-payment of fees, unexpected facility closures, changes in service delivery or unforeseen circumstances. Advance notice will be given whenever possible.

2.10 District Facility Signage Program

2.10.1 Eligibility Criteria

- Only Non-Profit Child and Youth Development groups that are New Westminster-based.

2.10.2 Coordination

- Administered by the Facilities Rentals Department at no charge to User-Groups.

2.10.3 Guidelines

2.10.3.1 Signs to be posted only for the purposes of promotion: annual/seasonal registration periods, community non-for-profit events and activities.

2.10.3.2 The District reserves the right to limit the number of signs that will be posted at any given time.

2.10.3.3 Signage can be posted for a maximum of 30 days.

2.10.3.4 Signage has to be affixed to designated school fences only.

2.10.3.5 Signs must not block or impede any other school signage.

2.10.3.6 Signs are to be no larger than 4 ft. x 4 ft. and need the approval of the Director of Facilities and Operations prior to being posted.

2.10.3.7 User groups are responsible for posting signs in a structurally sound manner that will resist weather conditions and/or vandalism.

2.10.3.8 User groups are responsible for putting the signs in place and taking them down at the end of the 30 days. Failure to remove signs will jeopardize future signage privileges.

2.10.3.9 Signage must immediately be cleaned or removed by the user group if they become damaged or vandalized.

Section 3: Facility Use Procedures

- 3.1. All facility booking requests, both internal and by outside user groups, will be processed through the District Active Network facility booking website at:
 - 3.1.1 The only exception will be Category B Community-based children, youth and adult recreational user groups that meet on a regular, reoccurring basis. In these cases, facility rentals staff will accept requests for facility space at pre-determined times of the year and enter the booked space into the system.
- 3.2. Staff will make every effort to accommodate the booking request, within the parameters of Administrative Procedure 550 - District Facility Use and Fees and Charges.
- 3.3. A successful booking must include the following steps:
 - 3.3.1 [ActiveNet registration](#) by the user group. An authorized individual for user group will be required to register their organization, and all individuals who are authorized to complete facility bookings on behalf of the organization, into the ActiveNet system. Full contact information for both authorized individuals and the organization will be required. During the registration process organizations will also be required to identify which Category of Use (i.e. District and Community School Partnership, Non-profit, Community, or Commercial) their organization falls under, and facility booking staff will verify stated Categories of Use.
 - 3.3.2 An electronic Facility Use Request submitted through ActiveNet completed by the individual(s) authorized by the user group.
 - 3.3.3 Confirmation that space is available from the District Facility Rentals Department. The user group will receive an electronic Facility Use Agreement/Permit outlining booking date(s), fee(s), location(s), facility costs, insurance requirements, damage deposit requirements (if applicable), and rules and conditions for facility usage. Said agreements will only be issued to individuals 19 years or older, and to those individuals authorized by the user group.
 - 3.3.4 Payment is due upon receipt of the Facility Use Agreement/Permit through ActiveNet by credit card or electronic cheque transfer. Payment installments can be requested through ActiveNet and arranged through the [Facility Rentals Department](#). In such cases, up to a \$5.00 administration fee will be charged per installment.
 - 3.3.5 Damage deposits (when required) must be arranged through the District Facility Rentals Department and will require a postdated cheque or credit card number within fourteen (14) days receipt of the electronic Facility Use Agreement/Permit. Upon completion of the booking and equipment use, damage deposits will be returned or partly/fully withheld depending on damage and the terms outlined in the Facility Use Agreement/Permit (if applicable).
 - 3.3.6 Facility Use Agreements/Permit are not valid until payment, or arrangements for payment, have been made, and all required documentation is received. Facility Use Agreements/Permits will expire if this is not done within fourteen (14) days of receipt of the electronic Facility Use Agreement/Permit, unless arrangements are made with the Facility Rentals Department to extend the timeline.

- 3.3.7 Users must be in compliance with the Administrative Procedure 550 - District Facility Use and Fees and Charges and the Facility Use Agreement/Permit terms and conditions.
- 3.3.8 If the user group is requesting to serve alcohol at a function in an NLC space they will also be required to:
- 3.3.8.1 agree to enforce all restrictions expressed and implied by the *British Columbia Liquor Act* and provide proof that a Temporary Provincial Liquor License has been obtained:
 - o provide a copy of their Insurance Certificate indicating that they have independent liability insurance in the amount of a minimum \$2,000,000 (two million);
 - 3.3.8.2 provide in writing their plans for the security and control of the function and the name and contact information for the person responsible security if required;
 - 3.3.8.3 make arrangements to pay the District for additional security if required; and,
 - 3.3.8.4 apply in writing a minimum of thirty (30) days prior to facility usage
- 3.3.9 Rental disputes or special rental requests will be reviewed by the Director of Facilities and Operations or designate. If a resolution is not attained, the matter may be directed to the Superintendent for resolution.

*Reference: Sections 22, 23, 65, 85 School Act
Liquor Control and Licensing Act*

SD No. 40 (New Westminster)

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