

COMMUNITY USE OF OUTDOOR SPACES
(Parking Lots/Playing Fields)
TERMS OF USE

1. GRANT OF PERMISSION OF USE

- 1.1. Rocky View Schools (RVS) grants permission to use the Outdoor Spaces 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 Outdoor Spaces as they are and RVS makes no representations, or warranties, that the Outdoor Spaces are fit for any particular 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 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 Outdoor Spaces by the user group and failure to have paid the user fee shall prevent the user group from occupying and using the Outdoor 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 OUTDOOR SPACES

- 5.1. The user group agrees that it will use the Outdoor Spaces only for the purpose described in the approved application form. No unauthorized equipment and/or storage facilities shall be allowed on the Outdoor Spaces.

- 5.2. The user group shall not alter the Outdoor 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 Outdoor Spaces to the condition they were in at the commencement of the permitted use, to RVS' satisfaction.
- 5.3. The user group may, with the prior written approval of RVS, erect a sign or signs on the Outdoor Spaces, but 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, on the Outdoor Spaces, or the lands of which the Outdoor Spaces form a part, 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 Outdoor Space 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.

7. MAINTENANCE OF OUTDOOR SPACES

- 7.1. The user group shall, at all times, maintain the Outdoor Spaces 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 Outdoor Spaces in compliance with any standards governing same, and as required by RVS and shall remove all refuse and other things brought on to the Outdoor Spaces 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 OUTDOOR SPACES

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 Outdoor Spaces.

9. RVS RULES

9.1. RVS shall be entitled to make rules for the management, and control of the Outdoor Spaces and the Lands of which the Outdoor Spaces 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.

9.2. Consumption or serving of alcohol is not permitted.

9.3. Smoking is not permitted (refer to AP162 for clarification).

9.4. Use of barbeques is not permitted.

9.5. Pets or animals of any kind are not permitted.

9.6. Vehicles are not permitted to be driven or parked outside of RVS-designated parking areas.

9.7. Sale of merchandise, including food on-site or from food trucks, requires approval from RVS.

9.8. 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 Outdoor Spaces, 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.

13.2. Any notice to RVS shall be given to:

The Board of Trustees of Rocky View School Division No. 41
2651 Chinook Winds Drive
Airdrie, Alberta T4B 0B4
Attention: Associate Superintendent of Business and Operations
Fax: (403) 945-4011