

Rental Guidelines



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RENTAL GUIDELINES

Introduction

The Board of Trustees of Edmonton School Division (Edmonton School Division) is committed to the health and safety of our students, staff, and community. This document outlines the responsibilities of the Division and Rental Groups to ensure a safe environment for all who use Division property for non-recreational rentals.

General

1. Edmonton School Division reserves the right to control the type of activities and equipment permitted in school facilities.
2. Groups are expected to obey all laws, City of Edmonton bylaws, Alberta Health public health measures, and Division Policies and Administrative Regulations.
3. All rental events must be paid for in advance. Rental permits not paid for in advance will not be issued. It is the responsibility of the Rental Groups to make sure full payment is received no later than five days before the rental event.
4. Payment can be made by Interac e-transfer, EFT, or cheque:
 - To pay by Interac e-transfer or EFT, please send payment to:
 - rentals.etransfer@epsb.ca
 - Cheques shall be made payable to Edmonton School Division and dropped off or mailed to:
 - Financial Services, Accounts Receivable, 1 Kingsway, Edmonton T5H 4G9
5. Rental groups acknowledge that a dedicated use rental site may not be exempt from assessment under the Municipal Taxation Act of Alberta. In the event property/realty taxes and assessments are levied, rated, charged or assessed by the City of Edmonton against the Rental Group as a result of the use, trade carried on or occupation of the site, the Rental Group will be subject to the cost. The City of Edmonton applies the cost to the Division and the Division will invoice the Rental Group. The Rental Group shall pay all such levies, rates, charges or assessments immediately as invoiced by the Division.
6. Rental permit requests must be submitted a minimum of 10 days in advance of the rental event. Rental permit requests that are submitted less than 10 days in advance of the first rental event will not be approved.
7. All rental bookings require a custodian to be present. Custodians are the designated on-site facility representative and school authority during the rental event. Charges will be applied for custodial time.
8. Equipment (i.e. tables, chairs, etc.) may be available to rent from the school at an additional cost. This must be pre-arranged through the permitting process. Please note the following:
 - school staff will distribute equipment to the group only at the beginning of the booking;
 - only the equipment that is indicated on the rental permit will be provided;
 - if additional equipment is requested at the time of rental, there is no guarantee it will be provided and if provided additional charges may be applied.

9. Rental Groups are responsible for keeping the Division's equipment safe and secure during the rental event. Groups are responsible for paying for any equipment damage caused during their use, including, but not limited to, the cost of repair, cleaning, or replacement.
10. The Division is not responsible for any equipment or supplies owned and used by Rental Groups during rental events. Rental Groups must remove and store their own equipment offsite at the end of every use. Inquire with Rental Services if storage space is available for lease. Additional information can be found in *Section G. Indemnification & Liability*.
11. Rental groups may gain access to the school 10 minutes before the rental start time. School doors will remain locked prior to and during the rental. To gain access to the school, please ring the after-hours doorbell and the custodian will open the door. Rental groups are responsible for opening the locked doors for members attending the rental. Groups failing to report during this time will be considered no-shows. Groups that don't show up for their rental will still be held responsible for the full rental cost.
12. Possession and/or consumption of alcohol, tobacco and tobacco-like products, or cannabis is prohibited anywhere on Division property or at Division functions as per Division Policy and Administrative Regulations. Exceptions with regard to serving alcohol may be possible at a limited number of locations. Please inquire with Rental Services for more details.
13. Ceremonial use of traditional tobacco as part of First Nations, Metis, and Inuit cultural practice is allowed on Division property. Groups who would like to use traditional tobacco must obtain prior approval from Rental Services to confirm proper exhaust systems are available at the rental site. Please inquire with Rental Services for more details.
14. All Rental groups must receive prior approval from Rental Services before filming, taking photos, recording or live streaming on Division property. This is to ensure group participants are aware of the procedures related to these activities. Photos, videos and recordings taken must not contain any school identifying information, including school name, address, logo, etc.
15. All Rental groups are responsible for providing their own technology needs including equipment and internet connectivity during the rental.
16. Live streaming is considered to be a public event. Rental Groups are expected to notify Rental Services through the permitting process that an event will be live-streamed. Rental Groups must also notify participants and participants' parents or guardians if the event includes children under the age of 18.
17. The use of drones by rental group staff and participants is not permitted on Division property. Rental Groups requiring drones for photography or filming purposes may request the use of a drone by a licensed third-party company for review and approval.

A request can be made through the ebase rental permitting system and should include:

- Reason and dates of use
- Name and details of the third party
- Certificate of Insurance, complete with:
 - *1,000,000 limit for drone or unarmed aerial vehicle (UAV) liability
 - *Non-owned aviation \$2,000,000 Third Party Drone Liability

Supervision

1. Every rental event must have an on-site adult Supervisor to supervise program participants during the entirety of the rental, including entry and exit into the school facility.
2. The Supervisor will make themselves known to the appropriate school staff member on duty.
3. The Supervisor must have a copy of their permit with them during the rental event and must be able to present it to the custodial staff on site.
4. The Supervisor is responsible for the protection of the school and must ensure:
 - only activities noted on the rental permit occur
 - activities are limited to the assigned area
 - program participants are restricted to assigned areas
 - no doors or windows are propped open in order to prevent unauthorized parties from entering the school building
 - control on the entry and exit into the school facility through the designated exterior door
 - all participants and equipment are out of the school at the assigned rental event end-time
 - NOTE: Rental events that run past their rental end time may be charged a penalty of an additional minimum of one hour for each room on the booking plus an additional hour of custodial time.

Facility

1. Pre and post-event inspection - The Supervisor and the appropriate school staff on duty are required to inspect the rental space before and after booking.
2. Issues or Incidents - If any issues or incidents occur during the rental event, including property or equipment damage or personal injury, please click on the incident reporting link in your permit approval email. Please include photographs if applicable (these can be uploaded into the eBase permit). Details you will be asked to provide include:
 - date and time of the incident
 - description of the event
 - type of incident
 - if there are any injuries
 - who was involved
 - names and contact information of the witness
3. Rental Groups will be required to pay for repairs to all damages assessed to them by the school.

Use of Premises

1. The rental site will not be used for any purpose other than the purpose listed on the rental permit and the rental group will not commit or permit:
 - any waste upon the rental site;
 - a nuisance or other thing that might disturb the quiet enjoyment of any other group in the school or which unreasonably disturbs or interferes with any person; or
 - any act or practice that may damage the school.
2. The rental group shall not permit the rental site to be used in any manner so as to constitute a hazard (including environmental hazards) or anything else that may be detrimental to the property or persons.

Participant Expectation

1. The Supervisor will ensure all participants wear clean and non-marking footwear.
2. The Supervisor will maintain the cleanliness of the space they are renting. If the space requires clean-up that takes time in excess of when the custodian is on site, an additional minimum of one hour of custodial overtime will be charged.
3. No food or drink is allowed in the gymnasium. Schools may designate other areas in the school where food is acceptable and this must be pre-arranged through the permitting process.
4. Groups who misrepresent themselves and/or their activity will have their rental agreement cancelled and will be prohibited from future rentals.
5. The rental group will not assign or transfer, grant a concession or licence or part with possession of all or any part of the Rental site without the prior written consent of the Edmonton School Division.

Health and Safety

1. Rental Groups must familiarize themselves with the Division's safety protocols, fire exit routes, muster point and emergency equipment, if applicable.
2. In the event of an emergency, Rental Groups are required to follow the Division's safety protocols and are responsible for ensuring the safety of their participants.
3. Rental Groups are responsible for bringing their own appropriate first aid materials should they be required.
4. All exits must be kept free from obstruction in case of fire. The Supervisor must ensure that fire routes and driveways are not blocked during the rental event.
5. Rental Groups are responsible for ensuring that the total number of participants does not exceed fire code capacity.

Changes and Cancellation Fees Schedule

Description	Total
Cancellation with more than seven days notice	\$25
Cancellation with less than seven days notice	\$50
Each separate request to change your existing rental permit will be subject to a fee. Change requests include but are not limited to: <ul style="list-style-type: none"> • changes to rental dates • changes to rental times • additional classrooms/space • additional equipment (tables, chairs, AV equipment, etc.) Please note that any changes to your existing rental permit may take up to seven days to process and confirm.	\$25
No-show – groups who fail to provide 24 hours notice of cancellation and fail to arrive five minutes before the start time indicated on the permit	No refund
Penalty charge – unauthorized extension of rental time	Additional minimum of one hour for each room rental fee and custodial overtime
Additional Cleaning - the custodian requires additional time to clean up after the rental end time	Additional minimum one-hour custodial overtime

Insurance, Indemnification and Liability

1. Proof of \$2,000,000.00 or \$5,000,000.00 in general liability insurance is required for all Rental Groups. In order to proceed with a rental event, both an insurance certificate and a rental permit must be in place.

Number of Bookings Per Year	Amount of General Liability Required
1 - 4	Proof of \$2,000,000.00 in general liability insurance is required
5 or more	Proof of \$5,000,000.00 in general liability insurance is required

2. The Rental Group shall:
 - a. be liable to the Edmonton School Division for and shall pay on demand all losses, damages, costs and expenses which the Edmonton School Division may suffer, sustain, pay or incur; and

- b. Indemnify and save harmless the Edmonton School Division, their servants, agents and employees from and against any and all claims, suits, actions, demands, expenses, damages and costs which may be brought or made against the Edmonton School Division or which the Edmonton School Division may suffer, sustain, pay or incur, including with respect to the death of or injury or loss to persons;

To the extent directly or indirectly caused by, arising out of or resulting from:

- i. Any breach, violation or non-performance by the Rental Group, its employees, agents, contractors or those persons for whom the Rental Group is responsible in law, of any covenant, term or provision of the Rental Permit; or
- ii. The negligence or willful misconduct of the Rental Group, its employees, agents, contractors or those persons for whom the Rental Group is responsible in law, in the exercise of the rights as granted to the Rental Group under the Rental Permit;

Excepting any and all claims, suits, actions, demands, expenses, damages and costs to the extent caused by the negligence of, willful misconduct of or breach of any Rental Permit by the Edmonton School Division, their employees, agents, contractors or those persons for whom the Edmonton School Division are responsible in law.

Notwithstanding any other terms, covenants, and conditions contained in the Rental Permit and except to the extent that the loss of life, personal injury or damage to property referred to in the approved Rental Permit is caused by the willful act or gross negligence of the Edmonton School Division or another person for whose willful act or negligence the Edmonton School Division is responsible in law, the Rental Group will indemnify the Edmonton School Division and save it harmless from and against any and all claims, actions, damages, liability and expenses in connection with loss of life, personal injury or damage to property arising from any occurrence on the Premises or the occupancy or the use of the Premises or occasioned totally or in part by an act or omission of the Rental Group or, its employees, agents, customers, invitees, or anyone permitted by the Rental Group to be on the Premises.

If the Edmonton School Division shall, without fault on its part, be made a party to any litigation commenced by or against the Rental Group, the Rental Group shall protect, indemnify and hold the Edmonton School Division harmless and pay all the costs, expenses, and legal fees on a solicitor and client basis incurred or paid by the Edmonton School Division in connection with such litigation. The Rental Group shall also pay all costs, expenses and legal fees (on a solicitor and client basis) that may be incurred or paid by the Edmonton School Division enforcing the Rental Agreement. This section and the indemnity provisions contained herein shall survive the expiry or termination of the Permit Agreement

- 3. It is hereby agreed and declared as follows:
 - a. That the Rental Group may bring upon the Premises such equipment as is necessary for the use of the Premises for the Authorized Purposes PROVIDED that while upon the Premises all such equipment shall be at the risk of the Rental Group and the Edmonton School Division shall not be liable for any damage or injury to such equipment (whether or not caused by the default of the Edmonton School Division or its servants or agents). All equipment is subject to approval by Rental Services prior to the commencement of the rental permit.
 - b. The Rental Group covenants and agrees that:
 - i. The Rental Group shall be solely responsible for and ensure the safety not only of its employees, agents, contractors or those persons for whom the Rental Group is responsible in law but also of all other persons

who enter the Premises or the area around the Premises;

- ii. The Rental Group shall ensure that all of its activities in respect of the Rental Permit shall be carried out in such a way as to minimize any disruption of the use of the School and surrounding lands by the Edmonton School Division and its tenants, and their respective employees, agents, contractors, guests, invitees, and the general public; and
- iii. The Rental Group shall provide active supervision of the Premises and the surrounding lands while any activity is being conducted on or in respect of the Premises.

Cancellations

1. All cancellations must be made through our online booking system and must be made no less than seven days in advance of the first rental event. Each permit cancellation made with less than seven days' notice will be subject to a \$50 cancellation fee. Rental Groups are responsible for paying the full rental amount for permits cancelled no less than 24 hours in advance of the first rental event.
2. Note: if a group shows up later than 10 minutes or more before the agreed-upon rental event start time, they may be turned away at the discretion of the designated school authority, as the group will be considered a no-show.
3. Considerations will be given to cancellations due to severe weather (as corroborated by Environment Canada) provided the group notifies the booking agent by noon that day.
4. Edmonton School Division reserves the right to cancel a rental event due to unforeseen circumstances (power outage, flooding, custodian unavailable, etc.). Permits cancelled by the Edmonton School Division may be refunded if applicable. Additional information can be found in *Section: Force Majeure*.
5. Rental Groups can be cancelled at any time if the conduct of the group is deemed unsatisfactory by the Division's staff.

Force Majeure

"Force Majeure Event" means any natural disaster, terrorist activities, civil commotions, riot, war, insurrection, governmental actions or restrictions, labour strikes, acts of God, acts of war, epidemics, endemics, pandemics (including COVID-19) and any governmental laws or measures taken in response thereto under the Rental Permit, or by any other cause of like nature beyond the reasonable control and without fault or negligence of such affected party.

1. If a Force Majeure Event occurs and the Edmonton School Division is delayed, hindered or prevented from performing its obligations under the Rental Permit, the Edmonton School Division shall be relieved of its obligations under the Rental Permit and from any liability due to its inability to perform its obligations, for so long as the Edmonton School Division is so prevented.
2. Upon the Edmonton School Division becoming aware of a Force Majeure Event that will prevent the Edmonton School Division from performing its obligations under the Rental Permit, they will provide written notice of the event via the online booking system and its expected impacts on their obligations under the Rental Permit, and outlining which obligations will not be performed by the Edmonton School Division.
3. If a Force Majeure Event occurs and the Rental Group is prevented from performing its obligations under the Rental Permit, the Rental Group shall advise Rental Services with a written notice via the online booking system of the

event and its expected impacts on its obligations under the Rental Permit, and the Rental Group shall promptly, using best efforts, do all things necessary and take all steps that may be required to mitigate the impact or effect of a Force Majeure Event. The provisions of the preceding sentence, however, shall not excuse the Rental Group from the timely payment of the Rent and/or Additional Rent and Charges unless all or some of the payment obligations during the Force Majeure Event are suspended by the Edmonton School Division on such terms and conditions as determined by the Edmonton School Division at its unfettered discretion.

4. Upon the occurrence of a Force Majeure Event, The Edmonton School Division has the right, in its sole and unfettered discretion, to terminate the Rental Permit.

Rental Groups who fail to abide by the Rental Guidelines may be prohibited from future rentals with the Division.