
HORIZON SCHOOL DIVISION**POLICY HANDBOOK**

Policy Code: JG
Policy Title: Community Use of Facilities
Cross Reference:
Legal Reference:
Adoption Date: June 25, 1997
Amendment or **October 24, 2022**
Re-affirmation Date:

POLICY

THE BOARD OF TRUSTEES OF THE HORIZON SCHOOL DIVISION BELIEVES THAT SCHOOL FACILITIES ARE A COMMUNITY RESOURCE THAT SHOULD BE MADE AVAILABLE TO MEMBERS OF THE COMMUNITY FOR EDUCATIONAL AND RECREATIONAL ACTIVITIES.

DEFINITIONS**Facilities**

Facilities refers to all Horizon buildings including school grounds

Principal

Principal in this policy refers to the principal of the school or designate. It also refers to site administrators for the division and maintenance offices

Supervisor

Supervisor refers to the individual who is overseeing the participants of the user group. The supervisor must be 21 years of age or older, approved by the principal, and be with the group at all times during the rental period.

User

Users are individuals and/or community groups that wish to use Horizon School Division facilities for non-school or non-division sponsored activities.

GUIDELINES

1. This policy applies to all community use requests outside of joint use agreements.
2. The Horizon School Division will make appropriate specified portions of its facilities, and equipment available for approved purposes, providing such use will not conflict with or restrict school programs or needs.
 - 2.1. Schools shall have first claim to the use of their respective facilities at all times and any agreement made with an outside organization will be contingent on the needs of Horizon School Division and such agreements may be terminated or altered at any time.
 - 2.2. Should multiple users make a request to use a facility, priority for granting usage is as follows:
 - 2.2.1. Activities administered by the municipal government having a reciprocal use of facilities agreement with Horizon School Division
 - 2.2.2. Community non-profit groups.

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2.2.3. Educational Institutions

2.2.4. Private groups

2.2.5. For profit groups

2.2.5.1. Users should conclude their activity by 11:00 p.m.

2.2.5.2. The facility must be left in the same condition the user received it.

2.2.5.3. All use of facilities by users shall be automatically cancelled when facilities are closed due to inclement weather, or any other cause beyond the control of the Board.

3. Whenever possible, the school should direct those requesting to use Horizon facilities, to the local community facilities designed for recreation and social activities to avoid competition with the private sector.
4. While the Board believes schools should continue to be accessible to the community for Christmas, Easter, and summer use, access may be limited for maintenance requirements. Schools need to consult with the Facilities Manager prior to confirming community use to not conflict with maintenance requirements.
5. Facilities may be made available for use in a School Board, Municipal, Provincial, or Federal Election upon request to the Board from government.
6. A fee may be charged to offset the operational and maintenance costs incurred by the use of the facility.
7. All users engaging in high risk or excluded activities as defined by the division's insurance provider Facility User Group Insurance Program (see attached) must provide a certificate of insurance with a minimum of \$2,000,000 (high risk activities) \$5,000,000 (excluded activities) general liability, naming the 'Horizon School Division' as an additional insured on the policy.
8. Users shall comply with all applicable health and safety regulations, local ordinances, fire and building code regulations.
9. Facility security is the responsibility of the Horizon School Division.
 - 9.1. School Division representatives have the right to visit and inspect all users' activities operating within facilities.
 - 9.2. The principal is responsible to ensure that an approved supervisor is designated to unlock the facility, is present to supervise the activity, and secure the facility after the activity.
 - 9.3. The principal has the prerogative to provide keys to user groups as per Policy FE: building security and handing out of keys.
10. The Horizon School Division reserves the right to cancel users' facility bookings at any time.
11. The user shall be responsible to pay any cost associated with:

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- 11.1. Damage or vandalism to the facility or equipment.
- 11.2. Inappropriate or insufficient clean up.
12. All users shall comply with the same standards of conduct that apply to division/school use. Specifically, the following shall be noted:
 - 12.1. No smoking in facilities and on school grounds.
 - 12.2. No possession, use, distribution, or sale of illicit substances and/or alcoholic beverages.
 - 12.3. Marking shoes must NOT be worn in the gymnasium for sports activities.
13. Failure by users to comply with Policy JG may result in immediate cancellation of approval of use and cancel eligibility for future usage.

PROCEDURES

1. Users may request the use of a facility by contacting the principal directly.
2. The user shall complete the attached application, shall comply with Board policy, shall agree to all rules governing the use of the facility, and submit a completed/signed application to the principal for approval.
3. Once the principal has approved the application, the application shall be forwarded to the Associate Superintendent of Finance & Operations.
 - 3.1. The Associate Superintendent of Finance and Operations has the ability to override principal approval.
4. Once approved, the principal should contact:
 - 4.1. The Facilities Manager to enable heating, if required.
 - 4.2. The custodian if custodial services are required.
5. Once all conditions for the event have been identified and approved, the principal may generate the invoice to provide to the user. Payment should be made prior to the event.
6. Adequate Adult Supervision must accompany all user groups.
 - 6.1. It is the responsibility of the supervisor to ensure that the participants remain within the designated rental area, that damage to the facility does not occur and that all user participants leave the school on or before the ending time of the rental permit.
 - 6.2. When groups are renting multiple facility space, there should be adequate supervision as determined by the principal.

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7. The use of facilities must be confined to the hours specified by the applicant.
8. Each user may request to view the facility before the event.
 - 8.1. Following the event, the principal should ascertain that no damage was done and that appropriate clean up took place. If any required extra billing is necessary, the principal shall contact the Associate Superintendent of Finance and Operations who will communicate with the user regarding the additional charges.
 - 8.2. The Board will seek full restitution for any damage done to its facilities by users.
 - 8.3. All monies collected, with the exemption of equipment rental shall be forwarded to division office. Such fees will then pay any required custodial services or maintenance repairs required due to usage.
 - 8.4. Equipment rental fees are considered SGF and will be remain at the school.
9. Fees
 - 9.1. Certain minimum custodial coverage may be required to ensure the school is clean and ready for use by the school the next day. All coverage and costs are outlined in the ‘custodial fees’ section.
 - 9.2. Fees shall be paid directly to the school. Any bank charges will be the responsibility of the user.
10. Liability and Insurance. **The user agrees to the following:**
 - 10.1. To assume full responsibility for the acts and conduct of all persons admitted to the facility. The user will be responsible for the supervision of and behavior of each member of the user’s group and jointly and severally liable for any costs arising from damage caused by the group or any of its members. One member of the group shall be designated by the organization to be responsible for supervision and behavior of the group and shall sign the use of facilities application form.
 - 10.2. 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 facility.
 - 10.3. To supply and provide proof of insurance for high risk or excluded activities as defined by the division’s insurance provider Facility User Group Insurance Program (see attached)
 - 13.1.1. Users engaged in low and medium risk activities are automatically covered by the Divisions insurance
 - 13.1.2. Users requesting use of facilities for high risk activities must provide either a Certificate of Insurance from their own insurance provider (minimum of \$2 million general liability) or purchase insurance through the Division’s insurance provider by contacting the Associate Superintendent of Finance and Operations
 - 13.1.3. Users requesting use of facilities for excluded activities must provide a Certificate of Insurance from their own insurance provider (minimum of \$5 million general liability), naming the ‘Horizon School Division’ as an additional insured on the policy.

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13.1.4. During the use and occupation of the facility, the user shall indemnify and save harmless the Horizon School Division including its employees 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 facility.

13.1.5. Industrial Arts facility requests should be made directly to the Associate Superintendent – Finance and Operations.

11. Miscellaneous

11.1. Permits are assigned and not transferable.

11.2. Arrangement must be made through the school for use of any equipment, prior to occupancy.

11.3. No food or drink is to be served or consumed in the gymnasiums without formal approval.

11.4. All tables, chairs, dishes and other equipment brought into the facility by the user shall be approved by the principal prior to occupancy and removed promptly after use.

11.5. Vehicle parking is permitted only in designated parking areas.

11.6. Users are prohibited from having weapons, object that are used, or intended to be used, to threaten or harm others, in their possession or objects which may be used to inflict injury or harm to others.

12. Fire Prevention

12.1. When a user intends to bring lighting, scenery, special effects, props, etc. into the facility, the user is responsible to inform the principal prior to use. The principal has the authority to approved such usage. Use of pyrotechnics, smoke machines and/or dry ice is strictly forbidden.

12.2. User shall not exceed occupancy capacity.

12.3. Users must vacate the facility upon the sounding of the fire alarm. Only when the fire is brought under control or it is determined that it is a false alarm by the Fire Department, will individuals be allowed to re-enter the facility.

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USE OF FACILITIES – PERMIT APPLICATION
(full policy can be found on horizon.ab.ca under board/policy manual)

This application must be received by the School principal, prior to the starting date of the permit.

Name of User (Individual/Organization) _____

If Organization, Name of Individual applying on behalf of Organization _____

Mailing Address _____

Telephone _____ **Email** _____

Name of facility that the user wishes to rent _____

Facilities Requested: Gymnasium Change Rooms Classroom(s)
 Cafeteria Computer Lab Library
 Other/Equipment (Please Specify) _____

Please note: Facilities are non-smoking, (possession, use, & distribution of illicit substances and/or alcoholic beverages are prohibited)

Purpose of Rental (Activity being undertaken) _____

Admission Fee: The User is NOT charging an admission fee for its participants
 The User is charging an admission fee to its participants to cover the Division’s fees
 The User is charging an admission fee as a source of income

Number of People Attending _____ **Age range** _____

FOOD AND BEVERAGES WILL BE SERVED Yes No **If yes, describe** _____

Date(s) _____

Time From _____ a.m. p.m. To _____ a.m. p.m. (NOTE: not to exceed 11:00pm)

Name of supervisor (must be over 21 yrs) who will be present during the activity _____

Supervisor Phone Work _____ Extension _____ Home _____ Cell _____

Please provide details on setup requirements _____

CONDITIONS OF USE:

Your cooperation is requested in observing the following regulations:

1. Groups using facilities are responsible for the conduct of all members of the group.
2. Users will be allowed to use only those facilities indicated on the application form and only during the times designated.
3. School equipment may be used only if indicated on the approved application form.
4. Users will be responsible for any damages.
5. Marking shoe are NOT to be worn in the gymnasium for sports activities.
6. Payment should be made prior to the use of the facility.
7. The user shall comply with Board policy including Policy JG Community Use of Facilities (located on www.horizon.ab.ca)
8. The User Group shall indemnify and save harmless the Owner from and against all claims, demands, losses, costs, damages, actions, suits or proceedings arising out of or in any way relating to the rental or use of the facilities under this Agreement. Without restricting the generality of the foregoing, the User Group shall be responsible for any loss or damage to the facilities, howsoever caused, arising out of the use or rental of the facilities under this Agreement.
9. The User Group WILL be required to provide the Owner with a Certificate of Insurance, in a form acceptable to the Owner, evidencing the coverage specified or requested by the Owner prior to the occupation or use of the facilities by the User Group.
10. The user accepts responsibility for any damages resulting during the facility use, including the cost of janitorial services should any be required following usage.
11. All use of facilities by users shall be automatically cancelled when facilities are closed due to inclement weather, or any other cause beyond the control of the Board

I hereby acknowledges/accepts the conditions and terms laid out in Policy JG: Community Use of Facilities.

Print Name: _____ **Signature:** _____ **Date:** _____

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RATE SCHEDULE

Fees/deposits for the use of facilities vary depending on purpose and type of organization requesting use. Fee categorized are as follows.

Category #1 – Exempt from Paying Rental Fees (note: other fees/deposits may still apply)

- Activities of the Board
- Meetings or activities sponsored by School Councils
- Meetings of division staff and their respective Union
- General meetings or activities of the Community Health Association
- Registered, not-for-profit organizations, i.e. Boy Scouts, Guides, 4-H Clubs,
- Meetings/small social functions of recognized community service clubs (less than 20 people)
- Community functions sponsored by local community recreational commissions (less than 20 people)
- Government Agencies (e.g. emergency services)

Category 2 – Not exempt from rental fees

Sub-category 2a – Profit is not the intent (User are NOT charging an admission fee or the admission fee is intended to cover the Division's fees.

- Large social functions of recognized community service clubs (more than 20 people)
- Large community functions sponsored by local community recreational commissions (more than 20 people)
- Activities sponsored by non-recognized community recreational commission/community service clubs, i.e. dance or drama groups, choirs, cultural organizations
- Industrial or business athletic groups and leagues for purposes authorized by the school principal
- Concerts and other functions sponsored by service clubs and other local non-profit organizations where an admission fee is charged to help defray expenses and/or for charitable work in the community, as authorized by the school principal.

Sub-category #2b – Private functions and those users whose intent is making a profit

- Commercial enterprises
- Private individuals
- All other groups not included in Category #1 or Category #2

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FACILITY RENTAL FEES

Facility Rental fees are in addition to costs for janitorial and insurance fees and are not subject to G.S.T.

The fees for each category are listed below:

RENTAL AREA	CATEGORY		
	1	2a (hourly rate)	2b (hourly rate)
Classroom	Nil	Nil	\$20
Library	Nil	Nil	\$40
Cafeteria	Nil	Nil	\$40
Kitchen	Nil	\$20	\$40
Gymnasium (under 450m2)	Nil	\$20	\$40
Gymnasium (over 450m2)	Nil	\$20	\$60
Sports Field (Striping NOT Included)	Nil	Nil	\$80

Groups requesting multiple rooms may be provided a discount up to 50% for any additional area (note: only applies to the lower rate area).

CUSTODIAL FEES

Custodial fees are *for cleaning and administration of custodial services are charged at \$35/hr, one-hour minimum, unless waived by the principal. The total number of hours are determined by the Facilities Manager in consultation with the principal and custodian.*

Note: Custodial fees may be waived by the principal for small groups where the group agrees to provide janitorial services that will result in facility being left in the same/or better condition than when the group arrived.

INSURANCE FEES

TBD by insurance provider. See appendix A and B for premiums examples from the Division’s insurance provider. Please contact the Associate Superintendent for quotes.

DAMAGE DEPOSIT

	Risk Level	
	Low/Medium Risk Activity	High Risk/Excluded Activity
Less than 25 people	Nil	\$500
25 to 100 people	\$100	\$500
More than 100 people	\$200	\$500

EQUIPMENT RENTAL FEES

Schools have the prerogative to set and charge equipment rental fees.

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Appendix A

Insurance Provider Facility User Group Liability Insurance Coverage

Horizon's insurance provider, provides a Blanket Facility Users Group (non-school based users – individuals or groups) policy to provide liability coverage for the protection of Facility Users. This is extremely valuable particularly when a Facility User does not have access to liability insurance coverage of their own from other sources. This coverage provided for the Users transfers liability away from the Board back to the User of the facility.

The policy covers the User's legal liability for bodily injury to, or damage to property of others such as spectators, passers-by, property owners and others resulting from the User's activity. In addition, their legal liability for injury to participants is covered except in cases where the activity is excluded – see Appendix B: insurance provider User Group Program information which identifies included activities (Low and Medium Risk) as well as excluded activities (High Risk).

Those requesting to use Horizon facilities for the purpose of pursuit of High Risk activity will not be approved without the purchase of additional premiums. If High Risk Users cannot be covered, they will be required to provide proof of insurance from other insurers – if this is not available, use of our facilities for their activities will be denied.

Who is Covered?

Any individual or group, not providing or associated with a school activity, using the facilities of the Board in low and medium risk activities, who does not have access to other insurance (i.e. drop-in basketball, volleyball – not league as they should have their own insurance). Persons covered are all members collectively including Executives, Managers, Coaches, Trainers, Officials, Event Organizers and Volunteers while acting within the scope of their duties with respect to the activities.

Coverage?

Limit - \$2,000,000.00 general liability per occurrence including the following:

- Premises, Property and Operations
- Products and Completed Operations
- Blanket Contractual (liability arising from certain specified contracts, i.e. rental agreement)
- Personal Injury (libel and slander)
- Employees, Members and Volunteers as Additional Insured's
- Cross Liability (each insured covered, up to the policy limit in total)
- Tenants Legal Liability (for damage done to the premises)

A deductible of \$500.00 to bodily injury, property damage and legal expenses, for each User would apply and be billed to them for each claim.

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Appendix B

ASBIE Facility User Group Program 2016-2017 Rates

Low Risk Activities	Included in Blanket Program
Medium Risk Activities	Included in Blanket Program
High Risk Activities	Not Included in Blanket Program and must be referred to Insurer for consideration and premium quote

LOW RISK ACTIVITIES	MEDIUM RISK ACTIVITIES	HIGH RISK ACTIVITIES	EXCLUDED ACTIVITIES
Badminton	Baseball	Any activity not indicated in Low Risk / Medium Risk / Excluded Category	Alpine Skiing or Ski Hills
Bowling	Basketball		Animals, Petting Zoos
Curling	Field Hockey		Bungee Jumping
Dance Lessons	Ball/Floor Hockey		Boxing
Horseshoes	Handball		Carnivals
Tennis	Racquetball		Climbing Walls
Piano lessons	Soccer		Contact Hockey
Rope skipping	Softball		Cyding
Yoga/Pilates/Arobics(subject to certified instructor)	Squash		Fireworks (unless under direction of a licensed pyrotechnician)
Art classes	Non-Contact Touch/Flag Football		Gymnastics
Meetings	Track & field	Equestrian/horse related events	
	Volleyball	Kickboxing	
	Swimming with Lifeguard	Lacrosse	
	Adult non-contact hockey	Minor Hockey (18 & under)	
	Ball hockey, in-line hockey	Mountain Climbing	
	Recreational Skating	Rugby	
	Farmers Markets	Skateboarding / Skateboard Parks	
	Swap Meets	Snowboarding	
	Garage Sales	Snowmobile or Sea-do Rentals	
		Tackle Football	
		Contact Martial Arts	

Additional Premium required (includes 15% LS Fee)

Non-contact Martial Arts	1 - 25 students	\$575
	26 - 100 Students	\$863
	closed tournament (own students only)	included
	open tournament day (outside participants invited or allowed - up to 100 extra)	\$288
League Hockey	\$225 per team per season	
Tournaments	Up to 8 teams	\$288
	9-16 teams	\$431
Events without Alcohol	1-100 Attendance	\$115
	101-500 Attendance	\$144

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ASBIE Insurance Program

**FACILITY USER GROUP INSURANCE APPLICATION
2015-2016 POLICY YEAR**

I hereby apply for Commercial General Liability Insurance with All-Sport Insurance Marketing Ltd. under the ASBIE Facility User Group Insurance Program for the limits and deductibles shown below.

Commercial General Liability Coverage		
Amount of Insurance	\$2,000,000	Per Occurrence for Bodily Injury and/or Property Damage
	\$250,000	Tenants Legal Liability, any one Premises, Broad Form
Deductible	\$500	Per Occurrence for Bodily Injury and Property Damage and Legal Expense combined

Voluntary Medical Coverage	
Amount of Insurance:	\$1,000. Any One Person
Deductible:	NIL

*****Note:** *Voluntary Medical Coverage not applicable to Sports Injuries* _____ Initials of Renter

If insurance is bound and a Certificate of Insurance issued by or on behalf of AllSport Insurance Marketing Ltd., I agree to promptly report any known or potential claim or action pertaining to this insurance (regardless of how insignificant it may appear at the time) to:

Lloyd Sadd Insurance Brokers Ltd. (Program Manager for ASBIE)

Suite 700, 10240 – 124 Street
Edmonton, AB T5N 3W6
Toll Free: (800) 665-5243
Phone: (780) 483-4544
Fax: (780) 484-5727
Email: Krystle Yaghi, CIP kyaghi@lloydsadd.com

Renter must fully complete this 2 page application and initial where indicated.

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_____ Initials of Renter

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Name of School Board			
Contact Person		Phone Fax	
Name of Renter (Applicant)			
Address of Renter			
Phone		Fax	
E-mail			
Name of Facility Used			
Expected Attendance			
Type of Activities and Specific Details of the Event			
Number of Days of the Event		(Date) From	(Date) To
Hours of the Event			
Will alcohol be served?	Yes <input type="checkbox"/> No <input type="checkbox"/>	If yes, will it be free of charge?	Yes <input type="checkbox"/> No <input type="checkbox"/>
If yes, what controls are in place to limit consumption?			
	Special Event Liquor License must be provided <i>prior</i> to insurance being effective.		
Renter Signature		Date	
Print Name			
School Board Signature		Date	
Print Name			

NOTICE TO APPLICANTS

This application does not bind the Applicant, Lloyd Sadd or the Insurer, but it is agreed that this application will be the basis of the contract should a Certificate be issued, and it will be attached to and made a part of the certificate. The Applicant represents that if the information supplied on this application changes between the date of this application and the time when the policy is issued, the Applicant will immediately notify Lloyd Sadd of such changes. Please note that if payment is not received, any Certificate issued will be null and void.

LLOYD SADD INSURANCE COVERAGE CONFIRMATION			
APPLICATION REVIEWED BY		APPLICATION APPROVED BY	
MEETS FUG CRITERIA?	Yes <input type="checkbox"/> No <input type="checkbox"/>	DATE	
EFFECTIVE DATE OF COVERAGE		EXPIRY DATE OF COVERAGE	
COMMENTS			

Renter must fully complete this 2 page application and initial where indicated.

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 Initials of Renter

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Community Use of Facilities Checklist

- Community member/group (user) requests use of facility
- Principal provides copy of policy to user
- User completes application
- Principal reviews application
- Principal determines need for janitorial services and determines fees
- User provides Certificate of Insurance, naming Horizon School Division as additional insured or requests (from own insurance provider or insurance provider coverage from Associate Superintendent (only for high risk and excluded activities)
- Principal approves application
- Principal sends application to Associate Superintendent F&O
- Principal contacts Facilities Manager to enable heat, if required
- Principal contacts custodian if custodial services required
- Principal invoices user
- User pays invoice
- Principal forwards fee to Associate Superintendent F&O
- User may request to preview facility (pre-possession walk through for damages)
- Principal arranges access to the facility (opens facility up or provides key)
- User accesses the facility
- Principal arranges for lock-up (if key provided, key is returned)
- Principal inspects facility for damages and confirmation of appropriate clean up
- If damage or clean-up is necessary, principal contacts Associate Superintendent (F&O) who contacts user
- Janitor invoices jurisdiction if required
- Associate Superintendent pays janitor's invoice