

# **OUTSIDE USER POLICY;** **APPLICATION FOR USE OF SCHOOL FACILITIES –** **Insurance**



## **Introduction:**

Pembina Trails School Division is committed to the concept of the community use of schools and as such believe in opening our doors to our community. As of September 1, 2020 it is mandatory for all permit groups and individuals to carry liability insurance when using/renting a Pembina Trails School Division facility. As such an alternate source of liability insurance is available through the Division. The insurance program provides individuals or groups using/renting a facility to obtain affordable liability insurance protection. The purpose of this Outside User Policy/Application is to manage and reduce the risk of injury to persons using school facilities or grounds. It is to the benefit of the individual / group wishing to use school property to take all reasonable steps to reduce the risk of such injury. Pembina Trails School Division therefore requires that you (the outside user/applicant, herein called APPLICANT) demonstrate to the satisfaction of Pembina Trails School Division that there will be sufficient controls in place to follow the conditions of the permit and to prevent foreseeable harm or property damage related to activities at the event. Pembina Trails School Division has developed this Outside User Policy in order to:

- Establish rules for the use and operation of school facilities by outside individuals and user groups.
- Promote safe, responsible use of these facilities.
- Reduce the risk of injuries/property damage and subsequent liability risk.

Even small groups holding low-risk functions such as meetings, conferences, dancing, various sports and similar functions may be vulnerable to lawsuits for injuries that arise out of their activities. User groups and their organizers are not covered under the school board's liability insurance, and should therefore obtain liability insurance for their activities, or confirm with their insurance broker that they are covered under their home owner's insurance policy.

Individuals or groups running organized or higher risk activities such as using the gym for sports, face great risk and should therefore obtain liability insurance coverage to protect themselves from lawsuits for injuries or damage (a minimum of \$2,000,000 coverage is recommended) Various groups may have access to liability insurance from their parent organizations such as Sport Manitoba, Boy Scouts, and Girl Guides etc. and should confirm for themselves whether such insurance exists for them.

## **Permits Terms and Conditions:**

In consideration of the school division permitting the use of the school facilities mentioned on the permit, the applicants agree:

- The permit holder will protect, indemnify and save harmless the school division, its servants or agents of and from all claims for damages that may arise out of the use of facilities by the permit holder.
- All outside users must receive a permit for the intended use and the nature of the group must be identified. All users must have a permit for all after school use or weekends.
- To use the school premises only on the day or days and at the times mentioned on the permit.
- The applicant agrees to accept any fee for the use of school facilities as may be prescribed by the division for the use thereof.
- Permits for the use of space may be canceled at any time by the school division. It is the responsibility of the permit holder to regularly check the Pembina Trails website for all permit cancellation dates.
- Permits are not transferable.
- Permission for the use of any equipment in the school must be obtained from the principal. The permit holder is responsible for the cost of repair or replacement should damage or loss occur. The permit holder is also responsible for the condition of the facility for anything beyond normal cleaning.
- No soft drinks or food are allowed in the gymnasiums at any time.
- The permit holder must provide at all times one adult supervisor for each 15 persons or less participating in any activity carried on or sponsored by the applicant.
- Permit holders will be required to supervise the entrance doors at all times while in the school.
- All permit holders will be required to use only the main floor of the school. All other floors will be off limits to anyone other than school/custodial staff. However, there may be certain activities which will require access to rooms on other floors. When this occurs, permit holders will be required to restrict their activities to the rooms allocated as per their permit.
- For evening and weekend permits - doors will be opened no more than 30 minutes prior to any event and locked 30 minutes after the event starts (where possible).
- The permit holder must see that the senior supervisor or group leader: ◦is the last person to leave the premises
- checks to see that exit doors are closed & locked
- checks to see that all lights in used areas are turned off
- checks the used premises & washrooms to ensure that they are generally in clean & proper condition
- prevents any furniture, chairs or benches from being dragged across floors or damaging walls
- ensures that persons using the gym space wear running shoes (dance class must have soft soled shoes which will not mark the floor)
- ensures hall lights are left on while the premises are in use
- sees that no powder, wax or other preparation is applied to or placed on the floors of the gymnasiums
- reports any damage as soon as possible to the school division.
- The following are forbidden on school premises: ◦smoking/vaping/use of any tobacco products (chew tobacco) in schools or on school grounds
- use of alcoholic beverages or illicit drugs including marijuana
- improper behavior
- conducting of raffles, draws, lotteries, auctions or games of chance
- any activity which may damage floors, walls or other parts of the school building or equipment or facilities
- moving of school property or equipment without special permission and that any person engages in such action or activities may be evicted and the applicant privileges may be canceled forthwith.

The school division or any person authorized by the school division, may inspect the premises at any time and may stop any activity which contravenes paragraph nine above or any other use of or activity being carried out on the premises which in the opinion of the school division or such authorized person, may cause damage to the school or its equipment.

- That neither the school division, its employees or servants assume any responsibility for equipment applicants brought or left in a school or on school premises whether by permission or otherwise.
- Permits are automatically canceled for school holidays (including divisional in-service days), statutory holidays and election days.
- No floor hockey, handball, cricket, lacrosse or trampol
- No smoking/vaping/use of any tobacco products (chew tobacco) in schools or on school grounds
- The use of alcoholic beverages or illicit drugs including marijuana is prohibited.

## **Insurance Process and Rates:**

The facility user group insurance will be made available at the time of booking the facility (through the ebase application process). There will be a premium for the type of event, sport or activity.

Insurance rates are based on the type of activity and perceived risk categories associated with the activity. There are certain activities that are excluded unless referred and approved by the underwriters of the policy. For rates specific to your activity, sport or event, please contact S Solleveld at Hub International Manitoba and CC: Carole Anderson at Pembina Trails School Division.

Email: sara.solleveld@hubinternational.com and CC: permits@pembinatrails.ca

**Please complete Application For Use of School Facilities – Part 2 on next page.**

# OUTSIDE USER POLICY: APPLICATION FOR USE OF SCHOOL FACILITIES – PART 2

**\*\* 7% Retail Sales Tax (RST) is applicable to insurance contracts therefore must be added to the premiums indicated below**

**PLEASE PRINT**

School Division/District: \_\_\_\_\_ School: \_\_\_\_\_

**APPLICANT:** \_\_\_\_\_ Name of Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_ Postal Code: \_\_\_\_\_ Telephone: \_\_\_\_\_

Time of Use applied for: From: \_\_\_\_\_ ☐ AM ☐ PM Date: \_\_\_\_\_ To: \_\_\_\_\_ ☐ AM ☐ PM Date: \_\_\_\_\_

Particulars of Activity: \_\_\_\_\_

Number of Participants Expected: \_\_\_\_\_ Approximate age of participants ("adults" or "children"): \_\_\_\_\_

Name of Supervisors: \_\_\_\_\_ Telephone: \_\_\_\_\_

## Requirements: (Facilities/equipment)

☐ Gymnasium ☐ Classroom \_\_\_\_\_ ☐ Theatre ☐ Community Use room ☐ Cafeteria

☐ Other: \_\_\_\_\_

## Fees:

1. Liability Insurance Prem. \$ \_\_\_\_\_  
(from chart at right)
2. Retail Sales Tax (7%) \$ \_\_\_\_\_
7. Other – described below \$ \_\_\_\_\_
8. **TOTAL** \$ \_\_\_\_\_

OUTSIDE USER LIABILITY INSURANCE RATES - \$2,000,000 COMMERCIAL GENERAL LIABILITY				
SPORTS	Number of Participants	Premium *		
		One Day	Two Days	Seasonal
Badminton, Dance Lessons	1-25	\$25	\$50	\$75
	26-100	\$50	\$100	\$150
	101-250	\$75	\$150	\$225
	Over 250	Refer	Refer	Refer
Baseball Pitching, Basketball, Soccer, Volleyball, Non-Contact Touch/Flag Football.	1-25	\$50	\$75	\$150
	26-100	\$100	\$150	\$300
	101-250	\$150	\$225	\$450
	Over 250	Refer	Refer	Refer
MEETINGS & OTHER EVENTS	Number of Participants	Premium *		
		Day	2-3 Days	Over 3 Days of Seasonal
No Alcohol Example: Arts & Crafts, Church Meetings, Prenatal Classes, Seniors Group Meetings, Condominium meetings, Girl Guides, Scouts and Cubs	1-25	\$25	\$50	\$75
	26-100	\$50	\$100	\$150
	101-250	\$100	\$200	\$300
	251-500	\$150	\$300	\$500
	Over 500	Refer	Refer	Refer
Activities Not Listed - Your Division will Contact Sara Solleveld at HUB International Manitoba Phone: 1-204-888-8374				

Other terms or conditions: \_\_\_\_\_

This is to certify that I (My organization), while occupying said facilities, will provide and be responsible for adequate adult supervision and the security of school property and will abide by all rules and regulations as established by the school and/or **DIVISION**. I (we) agree to pay for any damages incurred to property and/or equipment and to pay rental fees as outlined. The permit holder (user group) will protect, indemnify and hold harmless the School Division and its agents from all claims for damages that may arise out of the use of buildings or grounds by the permit holder. If liability insurance premium is not indicated above, the permit holder (user group), agrees to obtain his/her own liability insurance for this event and will need to provide a copy to the Division.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ Signed (Contact person): \_\_\_\_\_

Permit approved by (Facility/Property Designate): \_\_\_\_\_ Date Issued (d/m/yr): \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

If insurance is applied for above, your division will submit this form to HUB International Manitoba, Attention: Sara Solleveld at sara.solleveld@hubinternational.com. Your School Division office will be invoiced the premium.

For Office Use Only: Hub Certificate Number: \_\_\_\_\_ Item Number: \_\_\_\_\_ Date: \_\_\_\_\_