

Community Use of Schools Permit Application Package

Buildings

School Breaks & Summer Holidays Application

(Winter Break, Spring Break, Summer Break)

Application deadlines:

Winter Break - Friday November 03, 2023

Spring Break - Friday February 02, 2024

Summer Break - Friday May 10, 2024

LL 490554

DFBA/KFB
DFBA-R/KFB-R
DFBA-R-3/KFB-R-3
DFBA-R-E-1/KFB-R-E-1
DFBA-R-E-2/KFB-R-E-2
DFBA-R-E-3/KFB-R-E-3

PERMIT CONDITIONS

1. Permits are subject to cancellation for school events and maintenance requirements.
2. The permit holder is required to present a copy of the permit to the Caretaker to obtain access to the building.
3. The building is to be used on the date or dates and for the purpose specified.
4. The building must be vacated at the time the permit expires each day.
5. Any equipment brought in by the permit holder must be identified on the permit application and indicated on the permit issued.
6. **NO SMOKING ALLOWED!** School buildings and grounds are smoke free.
7. Eating or drinking in gymnasium or theatre areas is not allowed. Eating or drinking is allowed only in areas authorized by each permit. Permit holders are advised that they must avoid the sale, distribution or consumption of items containing nuts or nut products in school buildings.
8. School equipment, such as gymnasium mats and apparatus, cannot be used without written permission.
9. Permits are given to the permit holder subject to the liability for any damage to the building or equipment, which results from the use incidental thereto. The permit holder shall be responsible for the

ADOPTED	REVIEWED	REVISED	PAGE
11-Dec-12		7/Feb/23	1 of 4
19-17-12			

payment of such damage together with any cost involved on demand of the School Division.

A report, submitted by the Principal or Caretaker of a school, shall be considered evidence of the fact that damage has been sustained for which the permit holder is responsible.

Damage to property or equipment, unauthorized use of equipment or abuse of permit privileges may lead to cancellation of the permit.

10. When permits requiring building security are granted, a fee shall be assessed according to an hourly rate approved by the Board. The security will be hired and paid by the Division.
11. Permits are not transferable.
12. Buildings shall not be used for private gain.

Exceptions may apply to School/Parent Council Fundraising events. Eligible events must adhere to the School Division's Fundraising Policy DD. Applications for exceptions must be submitted in writing to the Assistant Secretary-Treasurer.

13. No charge shall be made for admission except when permitted by the regulations of the Board.
14. Any entertainment is to be of a high moral standard.
15. Indoor shoes with non-marking soles must be worn in the gymnasium for athletic activities.
16. All aisles and exits must be left clear.
17. Aisles must be maintained as shown on theatre/gym/auditorium seating plan.
18. No matches, candles or any naked light may be lit in the building.

ADOPTED	REVIEWED	REVISED	PAGE
11-Dec-12		7/Feb/23	2 of 4
19-17-12			

19. Permits are subject to all by-laws of the City of Winnipeg (St. James-Assiniboia Community) and regulations hereunder governing the use of public buildings in the said City.
20. The School Division reserves the right to cancel any permit.
21. All Permits issued shall be subject to an administrative charge of \$50.00.
22. Where school activities both on and off site involve sleeping over in a school, the following must occur:
 - a) an attendant shall be awake at night and prepared with a flashlight to lead an evacuation in case of fire or other emergency, and
 - b) the nearest fire department must be made aware of the sleepover so that it can provide quick response, and
 - c) the Division's security system provider must be advised of the sleepover.
23. The permit holder is responsible to leave the premises in the same state it was found and all garbage must be removed.
24. The permit holder must give three business days notification for cancellation of an event to the Permit Clerk or the permit holder will be held responsible for the charges incurred.
25. The building must remain secured at all times and doors must not be propped open.
26. The Board, its servants or agents, shall not be held responsible for any claims for damage or injury that may arise out of the use of buildings or equipment by the permit holder.
27. The School Division is not responsible for any injury incurred by permit holders related to uncleared snow and ice on days when the school is not regularly staffed to provide these services (ex. weekends).

ADOPTED	REVIEWED	REVISED	PAGE
11-Dec-12		7/Feb/23	3 of 4
19-17-12			

All permit holders enter the property at their own risk and are encouraged to obtain \$2,000,000 of liability insurance.

Liability insurance for the permit holder can be arranged by the Division through the Western Financial Group in accordance with the fee schedule (DFBA-R-3).

The permit holder shall indemnify and hold harmless the Division, Board, its servants or agents, against any claims by any party arising out of the permit holder's use of school buildings and property.

ADOPTED	REVIEWED	REVISED	PAGE
11-Dec-12		7/Feb/23	4 of 4
19-17-12			



St. James-Assiniboia School Division

Great Schools for Growing and Learning

M. R. Wake
Acting Superintendent

M. J. Friesen
Secretary-Treasurer / Chief Financial Officer

DFBA-R-E-3
KFB-R-E-3
LL #496646

Dear Permit Holder:

The following information has been prepared to ensure that permit applicants are aware of their responsibilities and obligations when obtaining permits in the St. James-Assiniboia School Division.

As the applicant for a permit, you incur certain legal and procedural responsibilities. They are:

1. Applicants must be aware that should a property or personal liability claim be brought against the School Division related to buildings or grounds, the School Division insurance company has rights to subrogate such claims against other parties they feel may be relevant to the claim. This can include permit supervisors, applicants and participants.
2. The signatory of the permit, or as agent for the organization they represent, assumes responsibility on behalf of their organization, for issues involving acts of aggression, theft, property damage, and injury etc that may arise resulting in personal liability claims by participants of the permit, the general public participating in the permit event, the School Division and School Division employees. Accordingly, it is a mandatory requirement that all outside permit user groups carry a minimum of \$2,000,000 liability insurance coverage with respect to their operation, adding the Division as an additional insured. Groups requiring a policy may purchase one through the Schools Facility User Insurance Program (Hub/Milco).
3. The signatory of the permit assumes personal responsibility, or responsibility on behalf of their organization for all acts of vandalism, damage, or inappropriate conduct by permit participants in School Division buildings. Issues involving participants of permits will be dealt with directly with the signatory of the permit.
4. Applicants and supervisors of permits must develop and maintain an emergency preparedness plan in case of fire or emergency evacuation of the school. The plan must contain contingency procedures in case the participants of the building need to be evacuated in an emergency. The School Division does not develop or maintain an emergency preparedness plan for non School Division permit events.
 - a. The plan must provide emergency communications procedures and must not depend on any School Division telephones or communication systems.
 - b. The plan must provide for emergency temporary accommodations and not depend on alternate School Division facilities for temporary accommodations.
 - c. At each event an attendance must be taken, and this information must be readily available upon request to School Division employees or any emergency response personnel should an emergency take place.
 - d. Supervisors must maintain a process of providing orientation to participants in emergency evacuation and response procedures and ensure that the participants are familiar with building emergency egress procedures in case of fire.
 - e. The School Division recommends that those responsible for the supervision of permits understand their responsibilities as defined by FIPPA/PHIA act.
5. Permit applicants are responsible to inspect the location of their permit at the beginning of each event to identify safety, and building deficiencies. Any observed deficiencies must be reported to the school Custodian/Event Staff before commencing the permit so they can be remedied if required or documented.
6. Each school will have a school Custodial or Event Staff in the building during the duration of the permit, Custodial/Event Staff have a responsibility to be available for building related issues and the operation of the building only. Permits are granted with the understanding that the permit holder has responsibility for the supervision and control of the permit.
7. At the beginning of each permit event, the permit holder must identify him/herself to the Custodial/Event Staff to confirm

2574 Portage Avenue, Winnipeg, Manitoba R3J 0H8

Telephone: 204-888-7951

Fax: 204-831-0859

Website: www.sjsd.net

attendance in the building.

I have read the above information and my signature on the permit request confirms the following:

1. I have an emergency preparedness plan developed consistent with the above guidelines.
2. As the applicant for a permit, I have read the above procedural requirements and responsibilities and agree to assume this responsibility.
3. I agree to be personally responsible for the payment of the liability insurance deductible should an insurable event be determined to be the responsibility of a participant of my permit or the operation of my permit.
4. I understand that this is a legal document and I have been provided the opportunity to seek legal advice before signing this document.
5. I will advise the School Division in writing at any time that I no longer take responsibility for this permit and agree that this permit may be canceled at that time as well.

OUTSIDE USER LIABILITY INSURANCE RATES - \$2,000,000 COMMERCIAL GENERAL LIABILITY				
SPORTS	Number of Participants	Premium *		
		One Day	Two Days	Seasonal
Badminton, Dance Lessons, Horsehoes, Tennis	1-25	\$25	\$50	\$75
	26-100	\$50	\$100	\$150
	101-250	\$75	\$150	\$225
	Over 250	Refer	Refer	Refer
Baseball, Basketball, Field Hockey, Floor Hockey, Handball, Racquetball, Soccer, Squash, Softball, Volleyball, Swimming with Lifeguard, Non-Contact Touch/Flag Football, Track & Field	1-25	\$50	\$75	\$150
	26-100	\$100	\$150	\$300
	101-250	\$150	\$225	\$450
	Over 250	Refer	Refer	Refer
Recreational Non-Contact Ball Hockey	Pick-up Max 30	\$50	\$75	\$100
	Players League	Refer	Refer	Refer
		Premium *		
MEETINGS & OTHER EVENTS	Number of Participants	Day	2-3 Days	Over 3 Days of Seasonal
Example: Arts & Crafts, Bridge, Sewing Groups, Church Meetings, Rummage Sales, Prenatal Classes, Seniors Group Meetings, Family Reunions, Teas, Homecomings, Birthday and Anniversary Parties	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 - Contact Sara Solleveld at HUB International Manitoba Phone: 1-204-888-8374				

Provincial Sales Tax (PST) is applicable to insurance policies.

ADOPTED	REVIEWED	REVISED	PAGE
		25-May-17	2 of 2
17-19-12			



COMMUNITY USE OF SCHOOLS PERMIT APPLICATION - SCHOOL BREAKS AND SUMMER HOLIDAYS
 TO BE COMPLETED AND SUBMITTED TO THE PERMIT CLERK AT LEAST SEVEN WEEKS PRIOR TO HOLIDAY START DATE

Group Information

Organization/Group: _____

Age of Participants: Youth (all participants age 17 or under) Adult (some/all participants age 18 or older)*

Number of Participants: _____ *Completion of Page 2 is Mandatory

Mailing Address: _____ Postal Code: _____

Contact Person: _____ On Site Contact: _____

Phone# (Evening & Weekend): () () () Phone# (Evening & Weekend): () () ()

Phone# (Daytime): () () () Phone# (Daytime): () () ()

Fax: () () () Fax: () () ()

Email (Mandatory): _____ Email (Mandatory): _____

Group Requirements

Preferred School: _____ Alternate Choice School: _____

Start Date (MM/DD/YY): _____ End Date (MM/DD/YY): _____

Gym Theatre Library Classroom Other Space (Specify): _____

Day(s): S M T W T F S Start Time: _____ End Time: _____ **

**Permits for Community Use will not be Issued Past 10 PM

Purpose of Program: _____

Group Equipment to be Brought in: _____

School Equipment Requested: _____

(Not a guarantee, expendable equipment will not be provided)

Please note: Holiday permits are subject to cancellation for maintenance requirements should they unexpectedly arise
 All Schools are unavailable August 19, 2024 to August 30, 2024

Permit Fees as per School Board Policy (Due Upon Approval and Issuance of Permit):

- Permit Administration - \$50
- Building Security for School Break & Summer Permits - \$16.50 / hr Plus One Additional Hour
- Utilities Surcharge for School Break & Summer Permits - \$10 / hr
- Gym Rental Fee for Non Local Adult Groups - \$35 / hr
- Liability Insurance \$0 - \$500

I/We have read the attached "Permit Conditions" and Permit Holder responsibilities/obligations correspondence and agree to adhere to such conditions. I/We understand any breach of these conditions may result in the cancellation of the permit.

I/We have read the attached correspondence regarding mandatory Liability Insurance: (select one option)

- A minimum \$2,000,000 of liability insurance coverage is purchased through Organization (documentation adding St. James-Assiniboia as an additional insured is required)
- Liability insurance is required (invoice to be issued by School Division)

Applicant's Signature: _____ Date: _____

School Division Approval:	
Manager, Facilities & Maintenance: _____	Date: _____
Comments: _____	

