

DEFINITIONS

“Custodian” means the individual responsible for the care and maintenance of the premises of the School to which this Permit pertains.

“Permit” means this Permit to Use School Premises

“Permit Holder” means the organization that has been granted the Permit, or its designated representative.

“School” means the school within the School Division in respect in which this Permit has been issued.

“School Building” means any building on the premises of the School to which this Permit grants the Permit Holder access.

“School Division” means the Winnipeg School Division.

“Supervisor” means an individual over the age of 18 who is designated by the Permit Holder to personally undertake and be responsible for the due observance by the participants and spectators associated with the Permit Holder and comply with the terms and conditions of the Permit. The Supervisor will have any and all qualifications required in respect of the particular activity or activities to which the Permit pertains. The name of the Supervisor(s) must be entered upon the application for permit. The Supervisor shall report directly to the Custodian.

INSTRUCTIONS

1. The Permit Holder must show the original copy of the Permit to the Custodian on the first date stipulated on the Permit. The Permit Holder listed on the Permit must bring the Permit to each permitted activity date and provide it to the Custodian upon request.
 - a. Any Supervisors, coaches or alternates associated with the Permit Holder should be given a copy of the Permit by the Permit Holder and have it on hand at all times.
2. DOORS MUST REMAIN LOCKED. Doors to the School Building will be unlocked 15 minutes prior to the Permit start time and locked 15 minutes after the Permit start time. The Custodian will allow the Permit Holder access to the School Building and then return to his or her pre-assigned duties. The Permit Holder must provide a door monitor over the age of 18 to allow access to participants. The Custodian is only responsible for guaranteeing entry to the Permit Holder. DOORS MUST NOT BE PROPPED OPEN.
3. The Permit Holder is responsible for any required preparation or set-up of facilities within the School Building in respect of which the Permit pertains. This preparation or set-up must be completed during the 15 minute period in which the doors to the School Building are opened but the Permit start time has not yet begun.
4. The Permit Holder must ensure that any room in the School in use by the Permit Holder is locked by the Custodian prior to leaving the School Building at the end of each time period in respect of which the Permit pertains.
5. Immediately following the end of each time period in respect of which the Permit pertains, the Custodian will inspect the School Building for evidence of damage or improper use. The Permit Holder should accompany the Custodian during this inspection and sign the permit check list form.

NOTES

- This permit has been issued based on custodial availability and the School Division reserves the right to revoke the Permit with no notice to the Permit Holder.
- This Permit is granted subject to the rules and regulations governing the use of school premises in the Province of Manitoba.
- This Permit is subject to all bylaws of the City of Winnipeg and regulations thereunder governing the use of public buildings.

CONDITIONS

Failure to abide by the conditions herein may result in the revocation of the Permit

General Conditions

1. The School building will be available for use only upon presentation of the permit to the Custodian.
2. The School building, and in particular, the specific area of the School Building indicated on the Permit, is to be used by the Permit Holder and its associated participants and spectators only on the date(s), during the hour(s) and for the purpose(s) specified by the Permit. Subject to condition #3, no other area of the School can be used by the Permit Holder or its associated participants and spectators.
3. The Permit Holder and its associated participants and spectators will be permitted to access the washroom facilities in the School that are nearest to the areas/rooms/facilities of the School specified in the Permit.
4. The times listed on the Permit are the times at which participants and spectators associated with the Permit Holder can enter the School Building and must be completely vacated from the School Building, respectively.
5. Permit Holders that are granted continued use of the School must contact the School Division's Permits Section when they are cancelling the Permit, both in respect of a one-time cancellation and the permanent discontinuance of the Permit.
6. Permits are non-transferable.
7. If the time period for the Permit includes regular school hours (7:00 a.m. to 6:00 p.m. on Monday to Friday), the Permit Holder and its participants and spectators will not disturb any students and staff at the School.

Supervision

8. The participants and spectators associated with the Permit must be under the immediate supervision of a Supervisor.
9. If the Permit specifies the use of more than one room in the School Building, the Permit Holder must provide one (1) Supervisor for each room in use.
10. Participants under the age of 18 must be supervised by a Supervisor at all times.
11. A Supervisor of the Permit Holder must be the last individual(s) to leave the School at the end of each time period in respect of which the Permit pertains.

Safety and First Aid

12. The Permit Holder will be responsible for supplying its own first aid kit for its participants and spectators, but the Permit Holder will have access to any safety equipment available at the School, including its Automated External Defibrillator(s), as well as a School telephone, as required.
13. The Permit Holder and its associated participants and spectators must abide by the School Division's Fire Evacuation/Emergency Response Procedures. A description of same is attached to this Permit.
14. The Permit Holder is responsible for deciding whether or not the School facility being used is safe for the Permit Holder's activity. If conditions are not safe, the Permit Holder must stop the activity and advise the Custodian immediately.
15. All aisles, hallways, and exits in the School Building must be kept clear, including of people and equipment.
16. Aisles in the School auditorium must be maintained as shown on auditorium seating plans.

Equipment

17. School equipment of any kind cannot be used without written permission from a representative of the School (if applicable, written permission has been attached to this Permit).
18. If School Property, the use of which has been permitted by the Permit, is used improperly, this will result in immediate cancellation of the Permit.
19. The Permit Holder will be responsible for any loss or damage to the School Building or School equipment resulting from the use of same by the Permit Holder or its associated participants and spectators. A certificate by the School Division's Director of Buildings or the designate thereof will be evidence of such loss or damage and the Permit Holder will the amount of such loss or damage upon demand by the Secretary-Treasurer of the School Division.
20. Without written permission from the School Division's Director of Buildings or the designate thereof, no pianos, motion picture equipment or other apparatus will be brought into the School Building and no structure or apparatus will be placed upon or erected on School property (if applicable, written permission has been attached to this Permit).
21. Permission to use facilities in the School does not carry with it the right to use any moveable apparatus in the School. Special application must be made for that privilege, written permission for which will be attached to the Permit.
22. The Permit Holder and associated participants will have no access to the School gymnasium's equipment room.
23. Permit Holders must provide their own sports equipment, including sports balls, rackets, hockey sticks, pucks, etc.
24. The application of powder, wax or any other preparation to gymnasium or auditorium floors is prohibited.
25. Permission to use specially equipped rooms in the School, including but not limited to the Home Economics room, the Industrial Arts room and the Shops room, may only be granted after the Principal of the School has approved the appointment of the Supervisor who will be in charge of such room(s).
26. Only appropriate footwear (athletic shoes with white soles) is to be worn in the School gymnasium.
27. No tape of any kind can be put on the floors of the School gymnasium.
28. Any equipment or furniture that is moved or adjusted must be put back to where it was originally located and any School rooms used must generally be returned to their original condition at the end of each time period in respect of which the Permit Holder pertains.
29. If there is writing on any whiteboard in any room in the School, that writing is not to be erased. If white boards are accessible and do not have writing on them, whiteboard markers must be used (and must be supplied by the Permit Holder).
30. The contents of teacher's desks, cupboards and supplies etc. are not to be used by the Permit Holder or its participants when using School classrooms.

Conditions Related to Specific Sports

31. Indoor soccer can only be carried out in the School gymnasium by individuals under the age of 18, and only using a special indoor soccer ball.
32. When playing basketball in the School gymnasium, participants are prohibited from hanging on the basketball rims.
33. When playing soft tennis in the School gymnasium, only adapted indoor tennis balls (made of foam) may be used.
34. When playing floor hockey in the School gymnasium, hockey sticks used must have plastic blades with no tape attached.

Economic Conditions

35. The School Building will not be used for the private gain, economic or otherwise, of the Permit Holder or any other party.
36. No Permit Holder will offer and no employee of the School Division will accept any gratuity in any form in connection with the use of school premises or grounds.
37. Raffles will not be permitted to originate or to be conducted in the School.
38. No admittance charge in respect of the activities to which this Permit pertains will be made or tickets sold in advance, or a collection of any kind taken, unless the intention to make such a charge, sell such tickets, or take a collection is stated on the application for permit.

Food and Drink

39. No food is allowed in the School gymnasium.
40. No food or drinks are allowed at the scoreboard table in the School's gymnasium.
41. No food or drinks are allowed in the School's theatre.

Alcohol and Smoking

42. Subject to condition #43 herein, smoking, vaping and drinking alcohol are strictly prohibited on all School property.
43. Any request for the use of the School which would involve the serving of alcoholic beverages must be in accordance with Section 6.8 of *Policy KG – Use of School Facilities*.

Candles and Open Fires

44. The use of candles or any other unprotected light source must be pre-approved by the School Division's Director of Buildings.
45. Permits to have an open fire on School grounds may be granted subject to the approval of the Superintendent of the School Division and the departments of the City of Winnipeg having jurisdiction.

Indemnity and Limitation of Liability

46. The Permit Holder and the Permit Holder's agents, associates and representatives, which shall include without limitation the Supervisor, will protect, indemnify, defend and save harmless the School Division, its servants, agents, officers, directors, partners, members and employees from and against any and all liabilities, obligations, claims, damages, injury, liabilities, claims, penalties, causes of action, costs and expenses imposed upon or incurred by or asserted against any of them by reason of:

- (a) any use and/or occupancy of the School premises;
- (b) any activity permitted or suffered on behalf of the Permit Holder, its associates, representatives, participants and spectators on the School premises;
- (c) any activity which results in injury or death to the Permit Holder, its associates, representatives, participants or spectators that occurs on School premises and directly or indirectly relates to the Permit to Use School Premises;
- (d) the negligence and/or willful misconduct of the Permit Holder or any of its associates, representatives, participants and spectators;
- (e) any damage caused to the School premises caused by the Permit Holder or the activities to which the Permit pertains.

The Permit Holder hereby agrees to comply with the above noted conditions.

Name of Permit Holder

Per:

Signature of Designated Representative of the Permit Holder

Name, Address and Phone Number of
Designated Representative of the Permit Holder