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**THEATRE RENTAL APPLICATION**

**The Board of Education of School District 61 (Greater Victoria)**

**Rentals Department, 491 Cecelia Road, Victoria, BC V8T 4T4**

**Tel: 250-475-4178 or 250-475-4174 Fax: 250-920-3461**

**Email: rentals@sd61.bc.ca**

**NAME OF RENTAL GROUP**:

**TYPE OF SHOW:**

**PARTICIPANTS (Including Cast & Crew):**

**REGISTERED NON-PROFIT?**  **No**   **Yes** (If yes, you **must** provide registration # )

**THEATRE REQUESTED:** **Esquimalt** **Reynolds** **Spectrum**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Applicant Name:** | | | | |
| **Address:** | | **City:** | **Province:** | **Postal Code:** |
| **Daytime Phone #:** | **Cell Phone #:** | **Email:** | | |
| **Alternate Contact Name:** | | | | |
| **Daytime Phone #:** | **Cell Phone #:** | **Email:** | | |

|  |  |  |  |
| --- | --- | --- | --- |
| **Week Day** | **Start Date** | **End Date** | **Access Time**  ***(ie, 10am – 7pm)*** |
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|  |  |  |  |
| **Note:**  Two (2) SD61 theatre technicians for sound & lighting, are required to be onsite for the duration of the rental. | | | |

**ADDITIONAL INFORMATION:**

**INSURANCE REQUIRED:** Proof of valid $2M commercial general liability insurance coverage **MUST** be provided.

**SELF INSURED:** Provide a Certificate of Insurance with The Board of Education of School District No. 61 (Greater Victoria) as additional insured.

**REQUIRE INSURANCE:** Purchase through The Board of Education of School District No. 61 (Greater Victoria).

As Applicant, I accept responsibility for damage and/or injuries to any person(s) and to any damage to School District premises and/or equipment arising from use of School District property. Furthermore, I accept responsibility for all costs incurred and will ensure the organization complies with its provisions.

**I have read and agree to the Terms and Conditions on the reverse side of this form.**

Applicant’s Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |
| --- | --- |
| Applicant’s Name (Print): | Date: |

1. A rental applicant must be at least 19 years old and represent a properly constituted community group or be an individual who accepts responsibility for the conduct of participants and any damage or injury. The Board of Education of School District No. 61 (Greater Victoria) (“**SD61**”) reserves the right to request proof of age before accepting an application. If an application is approved by SD61, in its discretion, then the applicant (the “**Licensee**”) will be granted a non-assignable temporary license to occupy a specific space designated by SD61 (the “**License Area**”) only for the specific purpose authorized in the applicable rental agreement.
2. The Licensee agrees to limit the group or individuals to the activity or activities specified in the rental agreement, unless otherwise approved in writing by SD61. The Licensee agrees that sub-letting of the facilities is not permitted except where expressly permitted in writing by SD61. The Licensee agrees that the times specified in this rental agreement will not be used for band practices or performances unless the rental agreement specifically authorizes these activities. The Licensee agrees that the License Area will be used only for the purpose indicated in the rental agreement and not for any other purpose or for profit. The Licensee agrees that any games of chance, including any lottery, raffle or bingo, will not be held unless expressly approved by SD61 and proper permits are obtained from the appropriate authorities.
3. The Licensee shall comply with and cause all its participants and any spectators to comply with all applicable Laws, Regulations and By-laws including, without limitation, those applicable to health, safety, fire, smoking, fire proof props, seating capacity and exit clearance. Without limiting the foregoing, the Licensee agrees to abide by and cause all its participants and any spectators to abide by the COVID-19 Addendum to Facility Rental Agreement that forms part of this rental agreement, and the Licensee’s COVID-19 Safety Plan referred to therein.
4. The Licensee agrees to maintain at its own expense public liability insurance coverage in the minimum amount of $2,000,000.00 insuring against claims for personal injury, death or property damage occurring upon, in or about the License Area. The Licensee agrees to provide SD61 with a copy of the Certificate of Insurance upon execution of this rental agreement and prior to using the License Area.
5. The Licensee agrees that there will be no alcoholic beverages brought on to or consumed on school premises without the written permission of the Superintendent of Schools or delegate for SD61. Special conditions for private functions such as dances will apply. The use of any tobacco, smokeless tobacco, cannabis or vapour products is not permitted in or on any SD61 property, including private vehicles on SD61 property. There are students with life-threatening allergies to peanuts in our schools. Please ensure that you clean surfaces used after eating. Breach of this requirement will be grounds for SD61 to cancel the group’s access to SD61 property. Profane or insulting language is not permitted on school premises.
6. The Licensee shall provide adult supervision to confine participants and spectators to the License Area indicated in this rental agreement. The Licensee shall provide adequate adult supervision to control and be responsible for the admission, actions and behavior of all participants and spectators. SD61 reserves the right to evaluate the adequacy of supervision, and to establish minimum and maximum occupancy for the License Area.
7. The Licensee agrees to accept reasonable direction from SD61 employee(s) in charge of the License Area being used.
8. The Licensee agrees:
   1. Lacrosse, softball, grass hockey, golf or cricket will not be played in the gymnasium, and soccer, softball, baseball and football will only be practiced in the gymnasium.
   2. Balls or other equipment used for these sports will not be permitted in the gymnasium. Nerf or felt covered soccer balls will be permitted for indoor soccer practices and completely plastic Cosom (no Mylar) sticks (yellow or green plastic blades), or Dom elite plastic sticks or blades only are permitted for floor hockey in gymnasia. The goalie must wear shin pads only made of foam; no plastic or leather, shoes must be white soled or non-marking. Pucks must be lightweight indoor puck or whiffle ball only. Ball teams may exercise practice only. Dance slippers or trainers are permitted for dance practice, no resin is permitted.
   3. Unless otherwise specified in the rental agreement, only nets will be provided by SD61 and all other equipment must be provided by the Licensee.
   4. No food or drink will be permitted in the gymnasium.
9. The Licensee agrees:
   1. SD61 reserves the right to restrict the use of any field due to weather conditions, noise, watering, topdressing, repairs etc.;
   2. it is the Licensee’s responsibility to remove any and all garbage incurred by their use of the License Area;
   3. vehicles are **NOT**allowed on playfields at any time without prior written permission from SD61;
   4. SD61 reserves the right to prohibit the use of loudspeakers for outside events;
   5. SD61 Maintenance Grounds staff must do all field lining and marking, and the Licensee shall not line or mark a field in any manner;
   6. tents or other outdoor equipment may only be installed with the prior written approval of SD61; and
   7. golf is not permitted on any school playing field.
10. The Licensee agrees that no connection to electrical panels will be made without prior written authorization from SD61.
11. The Licensee agrees that if any music, art, theatrical work or any other work in which copyright subsists is to be used during the course of this rental agreement, then the Licensee shall obtain all required copyright licenses and indemnify and hold SD61 harmless in any action that may arise in connection with any claim of intellectual property infringement or other violation of rights by the Licensee.
12. The Licensee agrees that SD61 is not responsible for any property left or lost on school premises.
13. The Licensee agrees that SD61 has the right to cancel or revoke this rental agreement at any time, with or without cause and no claim may be made against SD61 for damages or reimbursement on account of any loss, damage or expense whatsoever.
14. Rental fees are subject to change pending the annual budget approved by SD61.
15. The Licensee agrees to:
16. pay a non-refundable Administration fee of $25.00 plus GST payable for every booking;
17. pay a $25.00 plus GST fee for every booking alteration, and/or;
18. pay a cancellation fee of 50% of permit fees plus GST if a booking is cancelled within 2 weeks prior to the event;
19. pay all permit fees in full within 48 hours after notification of approval of the booking, or the booking will be permanently cancelled.
20. The Licensee agrees to these terms and conditions by submitting an application to book a rental space.