

***MEDICINE HAT PUBLIC BOARD OF EDUCATION OPERATES AS MEDICINE HAT PUBLIC SCHOOL DIVISION,
AND FOR THE PURPOSE OF THIS DOCUMENT WILL BE REFERRED TO AS "MHPSD" AND/OR "DIVISION"***

SECTION 800 – Facilities and Transportation

**ADMINISTRATIVE PROCEDURE - EXHIBIT: APPLICATION TO RENT
FACILITIES FORM**

<i>EXHIBIT CODE:</i>	<i>800 E 001</i>
Policy Reference: 800 – Facilities and Transportation	Procedure Code Reference: 800 P 002 – Use of School Facilities

EXHIBIT

See form below.

Approved: March 15, 2005

Revised: May 12, 2025



MEDICINE HAT PUBLIC SCHOOL DIVISION

601 – 1 Avenue SW
Medicine Hat, Alberta T1A 4Y7

APPLICATION TO RENT FACILITIES

This is now an **ONLINE** form. To receive access, please email: rentals@sd76.ab.ca to be sent a link to this form. **No paper applications will be accepted.**

RENTAL FEES:

School Facility	Occupancy Capacity	Rate per Hour (no admission charge)	Rate per Hour (with admission charge) Community	Rate per Hour (with/without admission charge) Non-Community
Alexandra Middle School				
Gym	594	\$ 50.00	\$ 100.00	\$ 150.00
Multi-purpose Room	268/335	50.00	100.00	-----
Connaught School – Gym	440	50.00	100.00	-----
Crescent Heights High School				
West Gym	756	50.00	100.00	150.00
East Gym	598	50.00	100.00	150.00
Cafeteria	410/512	50.00	100.00	150.00
Wahl Harker Theatre	298	50.00	100.00	150.00
Crestwood School				
Gym	584	50.00	100.00	-----
Lunch/Ancillary Room	349/232	50.00	100.00	-----
Dr. Ken Sauer School - Gym	621/674	50.00	100.00	150.00
Elm Street School – Gym	252	50.00	100.00	-----
George Davison School - Gym	584	50.00	100.00	-----
Herald School – Gym	297	50.00	100.00	-----
Medicine Hat High School				
East Gym	700	50.00	100.00	150.00
West Gym	700	50.00	100.00	150.00
HUB Cafeteria (upon special request)	1052	50.00	100.00	150.00
Performing Arts Centre	242	50.00	100.00	150.00
River Heights School – Gym	367	50.00	100.00	-----
Ross Glen School – Gym	545	50.00	100.00	-----
Southview School				
Gym	618	50.00	100.00	-----
Lunch/Ancillary Room	349/232	50.00	100.00	-----
Vincent Massey School – Gym	367	50.00	100.00	-----
Webster Niblock School – Gym	316	50.00	100.00	-----
Wilson Learning Centre – Gym	654	50.00	100.00	150.00

RENTAL GUIDELINES:

1. Classes, clubs, student or teacher organizations, or other associations which operate as part of the Division will not be charged a fee for usage.
2. Gymnasiums will be rented for educational and community purposes only and not in competition with public halls.
3. Permission may be granted to churches to make use of school premises for the teaching of sectarian, denominational or religious doctrines in temporary or emergency cases only, or with the special approval of the Division.
4. The number of gymnasiums available for rent during extended vacations and the months of July and August will be limited due to maintenance schedules.
5. In all cases, school activities will be given preference over applications to rent. (Rentals may be cancelled or pre-empted).
6. The number of people allowed in any gymnasium must not exceed the capacity set by the School Division in conformity with the limitations of the Building and Fire Protection By-Laws of the City of Medicine Hat.
7. The Division, in its' judgement, may refuse the use of any school and/or revoke privileges, as deemed necessary.

RULES:

1. Buildings must be completely vacated by 10:00 p.m.
2. Unseemly conduct or failure to comply with the following stipulations will result in immediate cancellation of the approved rental. In the event that this occurs, fees will not be returned.
3. School premises must be left in proper condition and any damage to school property by outside organizations using the school will be repaired at the organization's expense.
4. Please review the Facility Terms and Conditions for a listing of all rules and regulations. A signed copy of the Facility Use Terms and Conditions must be included with this application.

ADDITIONAL FEES AND PAYMENT REQUIREMENTS:

1. Once the application has been approved, payment will be required prior to use of the facility.
2. Whenever a facility is rented, a custodian or security personnel must be on duty, unless otherwise authorized by the Secretary Treasurer.
3. At the discretion of the division, rental of the Wahl Harker Theatre (CHHS) or Performing Arts Centre (MHHS) may require a designated MHPD Audio Visual Technician to be present. Additional fees will apply.
4. Custodian and audio-visual technician fees will be paid directly to the Division. The Division will remunerate employees concerned.
5. Fees charges for division staff shall be as follows:
 - Audio Visual Technician Fees: \$40.00 per hour
 - Custodian Fees: (up to) \$40.00 per hour
 - Security Fees: \$25.00 per hour

It is hereby understood and agreed that (the applicant) will hold Medicine Hat Public School Division, its employees, agents, trustees and directors harmless for any and all incidents and to indemnify Medicine Hat Public School Division for any and all costs, including any associated legal fees - that arise out of the rental of this facility, including but not limited to claims attributable to bodily injury, sickness, disease or death, or damage/destruction of tangible property.

TOTAL RENTAL FEES:

Rental Fee:	_____	
Custodian Fee:	_____	(____ hrs x \$____/hr)
Security Fee:	_____	(____ hrs x \$____/hr)
Audio Visual Technician Fee:	_____	(____ hrs x \$____/hr)
Sub-total:	.	
GST:	.	
TOTAL COST:	.	

Date: _____

Signature of Applicant: _____

Phone No. _____ (Home) _____ (Cell) _____

Rental Approved: _____

Secretary Treasurer

FACILITY USE TERMS AND CONDITIONS

1. PERMISSION OF USE

- 1.1. Medicine Hat Public School Division (MHPSD) grants permission to use the space(s), identified in an approved application form, on the terms and conditions set out below.
- 1.2. The permission granted is immediately revocable in the event of non-compliance with the terms and conditions.
- 1.3. The user group accepts the Space as is and MHPSD makes no representations, or warranties, that the Space is fit for any set purpose.
- 1.4. The user group is responsible for obtaining, complying with, and all costs associated with, all permits required from any authority regarding the conduct of the user group's activities.
- 1.5. MHPSD grants the user group a non-exclusive right, in common with other user groups and MHPSD, to use driveways and parking areas, for use by persons attending the user group's activities.

2. TERM

- 2.1. The term of the permitted use shall be for the period set out in the approved application form, subject to earlier termination.

3. USER FEE

- 3.1. The user group shall pay to MHPSD a user fee in the amount set on approval of the application form prior to the commencement of the permitted use.
- 3.2. A deposit of 50% is required at the time of booking. The balance is required one week prior to the booking.
- 3.3. The user group agrees that payment of the deposit and user fee is a pre-condition to the use and occupation of the Space by the user group and failure to have paid the deposit and user fee shall prevent the user group from occupying and using the Space.
- 3.4. Once paid, the user fee is non-refundable.
- 3.5. If the user fee does not cover the costs incurred to MHPSD, the User Group will pay any deficiency to MHPSD upon demand as a just debt owing.

4. USE OF SPACES

- 4.1. The user group agrees that it will use the Space(s) only for the purpose described in the approved application form. No unauthorized equipment shall be allowed in the Space(s).
- 4.2. The user group shall not alter the Spaces, without the prior written consent of MHPSD, which may be withheld at MHPSD discretion. Any alterations will, at MHPSD's option, become the property of MHPSD upon termination of the permission to use, at no cost to MHPSD, or if MHPSD does not wish to retain the alterations the user group will restore the Space(s) to the condition they were in at the commencement of the permitted use, to MHPSD's satisfaction.

- 4.3. The user group may not, unless prior written approval is granted by MHPSD, erect a sign or signs within the Space(s). If authorization is granted the user group will remove sign(s) at the end of the permitted use, and repair any damage caused by the removal to MHPSD's satisfaction.
- 4.4. The user group shall not do, or permit anything to be done, in the Space(s), or the facility that the space is a part of, that will constitute a nuisance, or result in, a condition that may require remediation under any law in Alberta governing environmental standards, or that contravenes any such law.
- 4.5. MHPSD is not responsible for any user group set-up.

5. INSURANCE AND INDEMNITY

- 5.1. The user group shall maintain Comprehensive General Liability insurance, naming Medicine Hat Public School Division, its servants, agents, employees and insurers as additional insureds (the Releasees), protecting against all perils, and losses, including, without limiting the generality of this requirement, all damages, and losses from, damage to, destruction of, or loss of use of property as well as death, bodily injury and personal injury. The limits of the said insurance shall be Two Million (\$2,000,000.00) Dollars per occurrence. The policy of insurance shall contain a severability of interest and cross liability endorsement in favor of Medicine Hat Public School Division and the other Releasees referred to above.
- 5.2. The user group, jointly and severally, does hereby indemnify and save MHPSD and the other Releasees referred to in sub-Article 5.1, harmless, from and against, all claims, actions, suits, causes of action, demands, and accounts, of every nature brought against MHPSD, and the other Releasees referred to in sub-Article 5.1, relating in any way to, or depending in any way upon, the use, and occupation of the Space(s) by the user group, or relating to, or depending upon, any alleged acts, or omissions, of the user group, any of its members, its servants, agents, employees, or others under its control, or for whom it is responsible in law, and the user group, jointly and severally shall pay all costs, damages, fees, and disbursements, of every kind, without limitation, including solicitor and own client fees, and disbursements, incurred, or suffered by MHPSD, and the other Releasees referred to in sub-Article 5.1, in dealing with, or arising from, any of the aforesaid matters. This indemnification is independent of any insurance carried by the user group, and is not diminished by any insurance carried by MHPSD.
- 5.3. The indemnification set out in sub-Article 5.2 shall survive any expiration, or termination, of the permission to use.

6. MAINTENANCE OF SPACES

- 6.1. The user group shall, at all times, maintain the Space(s) in a condition that is acceptable to MHPSD, with reasonable accommodation for the nature of the user group's activities, and shall maintain the appearance of the Space(s) in compliance with any standards governing same, and as required by MHPSD and shall remove all refuse and other things

brought on to the Space(s) by the user group, its members, or its employees, servants, agents, customers, or invitees. If MHPSD experiences any costs of any kind as a result of the failure of the user group to fulfill its obligations MHPSD may recover such costs from the user group and its members, jointly and severally, in any lawful manner it chooses.

7. USE OF THE SPACE(S)

- 7.1. Upon payment of the user fee and observance of these terms and conditions, the user group shall be entitled to the permitted use of the Space(s).

8. EQUIPMENT

- 8.1. Equipment is not included as a part of the facility rental.
- 8.2. If equipment is rented a booking contract will specify the terms and conditions under which the equipment may be rented and indicate the applicable rental charges for each item. Use of unauthorized equipment (equipment not requested on the application form and not approved for use in writing) may cause the cancellation of all future bookings for the group.
- 8.3. Only equipment for which fees have been established in the fee schedule can be rented.

9. MHPSD RULES

- 9.1. Groups using school facilities are responsible for the conduct of all members of the group.
- 9.2. The time booked includes set up and take down.
- 9.3. Loitering is not permitted. Groups are not permitted to be on the site/ before or after the end of a booking.
- 9.4. Exterior doors may not be propped open, a group representative must monitor the doors, if needed, to load/unload or accommodate any participants that require late entry.
- 9.5. Access will only be permitted for use of the facilities and areas indicated on the application form, and only during the times designated.
- 9.6. All equipment must be identified on the application form and only equipment approved is available for use. Use must be approved during the application process.
- 9.7. All outdoor equipment including outdoor balls, hockey sticks, nets, bats or batting/pitching machines, or any item/equipment that may cause damage to walls, floors, or any fixtures are strictly prohibited for indoor use.
- 9.8. Tape, glitter, glue, or dance floor wax or powder, or any hard to clean items are not permitted.
- 9.9. Basketball hoops, volleyball nets and standards or any other equipment must be put away after use (in the location and condition they were in prior to use).
- 9.10. Do not drag equipment across floors.

- 9.11. Footwear that causes damage to floor surfaces is prohibited. Dirty footwear is to be removed and left at the entrance of the school and indoor footwear used.
- 9.12. No food or drinks other than water is permitted in the gymnasiums unless approved and specified on the facility rental agreement.
- 9.13. Food and non-alcoholic beverages will be limited to specific areas of the facility.
- 9.14. Alcohol, cannabis or illegal substance(s) are strictly prohibited on school property.
- 9.15. Smoking and vaping are not permitted on school property.
- 9.16. Groups will be responsible for all repair costs if damage is caused by their use.
- 9.17. MHPSD shall be entitled to make rules for the management, and control of the Space(s) and the Facility of which the Space(s) form a part, from time to time, and the user group, its members, and its servants, agents, employees, customers, and invitees, will observe these.
- 9.18. Use of barbeques and other cooking apparatuses are not permitted, unless granted in writing by MHPSD.
- 9.19. Pets or animals of any kind are not permitted.
- 9.20. Vehicles are not permitted to be driven or parked outside of MHPSD-designated parking areas.
- 9.21. Sale of merchandise, food or other items requires approval from MHPSD.
- 9.22. Storage of community/group organization possessions is not permitted.

10. MHPSD REMEDIES

- 10.1. If the user group does not perform any term hereof as required, MHPSD may immediately terminate the permission to use, and re-enter, and take possession of the Space(s), and remove all persons, and property therefrom, and the property may be stored as MHPSD sees fit at the user group's expense, all without the need for resort to any legal process, and without MHPSD being considered guilty of trespass, or becoming liable for any loss, or damage, occasioned thereby.

11. GOVERNING LAW

- 11.1. These terms and conditions, the approved application form, and the permitted use, and their interpretation, shall be governed by the laws of the Province of Alberta.

12. ENTIRE AGREEMENT

- 12.1. These terms and conditions and the approved application form constitute the entire agreement between MHPSD and the user group with respect to the subject matter set out herein, and there are no other agreements relating thereto.

13. NOTICE

- 13.1. Any notice to be given to the user group by a representative of MHPSD may be given orally to any person apparently in charge of the user group's activities and shall be effective when communicated and shall be confirmed in writing addressed to the address for the user groups representative set out in the approved application form.