

# FACILITIES USE AGREEMENT

Made this \_\_\_\_ day of \_\_\_\_\_, 2020

BETWEEN:

**THE COWICHAN VALLEY REGIONAL DISTRICT**

175 Ingram Street,  
Duncan, B.C. V9L 1N8.  
(hereinafter referred to as "the CVRD")

AND

**BOARD OF SCHOOL TRUSTEES  
SCHOOL DISTRICT NO. 79 (COWICHAN VALLEY)**

2557 Beverly Street  
Duncan, B.C. V9L 2X3.  
(hereinafter referred to as "the School District")

## WHEREAS

The CVRD and the School District wish to make the best possible use of their facilities from an economic and community standpoint.

## NOW THEREFORE

This Agreement witnesseth that in consideration of the respective and mutual covenants, undertakings, terms and conditions set forth hereunder, the parties hereby agree as follows.

## TERM OF THE AGREEMENT

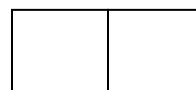
The term of this Agreement is for a period of five years, effective the first day of January, 2021. The School District may use the CVRD's facilities during school hours only, and the CVRD may use the School District facilities after school hours only.

## JOINT USE OF FACILITIES

The CVRD and the School District may use the facilities specified in Appendix A and Appendix B at no cost (the "Facilities").

The CVRD and the School District must not allow careless or negligent behaviour by any person which may damage the other's facilities.

The CVRD and the School District shall each assume the responsibility and cost to open, unlock or free up access to their respective facilities within regular Custodial hours. It is understood, however, that the party providing those facilities does not, in any way whatsoever, take on the role of supervisor, overseer, or authority nor do they stand in any such place where they might owe a fiduciary duty to the other party concerning the use of the facilities or activities which may take place thereon. Each party agrees to waive the provisions of the British Columbia Occupiers



Liability Act RSBC (1996) Chapter 337 and amendments thereto (the "Act") except to the extent of actual negligence on the part of either party, and without restricting the generality of the foregoing, the parties agree, notwithstanding the provisions of the Act, that the providing of access to a party of the facilities of the other will not constitute any guarantee, warranty, term or condition concerning the fitness of the facilities, the premises they are situate upon or any equipment, personnel or activities related thereto.

The CVRD and the School District must restore the facilities, with due diligence, to the condition or state they were in prior to each occurrence of a use arranged under this Agreement.

The CVRD and the School District reserve the right to limit or cancel bookings and reservations if at least forty-eight (48) hours notice has been given.

## **DAMAGES AND RESPONSIBILITIES**

The CVRD and the School District agree that all use of their respective facilities will be coordinated and scheduled by the School District Rental Coordinator and the Cowichan Lake Recreation Administrative staff.

The CVRD and the School District agree to promptly pay the cost to repair any damages arising from the use of the other's facilities.

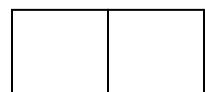
It is understood and agreed by the parties hereto that the CVRD shall indemnify and hold harmless the School District, its employees, servants, agents and contractors from any and all claims excepting negligence of the School District resulting from the CVRD's use and occupation of the School District's facilities. The School District shall forthwith, upon receiving notice of any claim brought against it in relation thereto, deliver to the CVRD full particulars thereof and the CVRD shall render all reasonable assistance requested by the School District in defending such claim.

It is understood and agreed by the parties hereto that the School District shall indemnify and hold harmless the CVRD, its employees, servants, agents and contractors from any and all claims excepting negligence of the CVRD resulting from the School District's use and occupation of the CVRD's facilities. The CVRD shall forthwith, upon receiving notice of any claim brought against it in relation thereto, deliver to the School District full particulars thereof and the School District shall render all reasonable assistance requested by the CVRD in defending such claim.

The CVRD and the School District shall take out and maintain comprehensive general liability insurance policies in respect of their use of each other's facilities. The limits of liability on such policies will have a minimum of five million dollars (\$5,000,000) for each occurrence. Such policies will provide that they cannot be cancelled, materially altered, or allowed to lapse by the holder of such policy unless thirty (30) days written notice of the same has been delivered by the holder of the policy to the other party herein. Such policies shall name the other party to this Agreement as an additional insured and shall contain acceptable cross-liability clauses with the provision that they will not be based on a claims-made basis. The parties hereto further agree to furnish certificates confirming that such insurance policies are in effect if requested by the other party.

## **DISPUTE RESOLUTION**

The Administrator of the CVRD and the Secretary-Treasurer of the School District will endeavour to resolve any disputes between the parties that may arise.



## **TERMINATION OF AGREEMENT**

Either party may terminate this Agreement without cause by giving the other party ninety (90) days written notice.

## **DEFAULT**

Either party may terminate this agreement for cause relating to the default by one party of its obligations hereto to the other by giving the other party fifteen (15) days written notice, with the further proviso that during the fifteen days the defaulting party will have the opportunity to cure, to the reasonable satisfaction of the other party, such default. If not so cured, at the end of the said fifteen days this Agreement shall be deemed to be terminated, cancelled and have no further effect.

## **DELIVERY OF NOTICES**

Any and all notices required to be delivered by this Agreement can be delivered by one party to the other at the address as provided herein, by posting same by regular mail, such notice to be deemed to be received three (3) days after such posting by one party to the other.

**THE CORPORATE SEAL OF THE COWICHAN  
VALLEY REGIONAL DISTRICT** was affixed in  
the presence of:

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Corporate Officer

**THE CORPORATE SEAL OF SCHOOL DISTRICT  
NO. 79 (COWICHAN VALLEY)** was affixed in the  
presence of:

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Secretary-Treasurer



## Appendix "A"

### **FACILITIES OF THE COWICHAN VALLEY REGIONAL DISTRICT**

1. Cowichan Lake Sports Arena
  2. Lake Cowichan Centennial Hall
  3. Honeymoon Bay Community Hall
  4. Mesachie Lake Community Hall
  5. Youbou Community Hall and Bowling Alley
  6. All sports equipment
  7. Tables and Chairs.
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## Appendix "B"

### **FACILITIES OF THE SCHOOL DISTRICT:**

1. A.B. Greenwell play fields.\*
2. Palsson gymnasium, play fields, available classrooms and sports equipment.
3. Yount play fields.\*
4. Lake Cowichan School gymnasium, play fields, available classrooms, multi-purpose room, theatre and sports equipment.
5. Tables and Chairs.

\* A.B. Greenwell and Yount play fields may be disposed of during the term of this agreement.

