

AGREEMENT FOR THE JOINT USE OF FACILITIES MADE THIS _____ DAY OF _____
_____ 2019.

B E T W E E N:

THE GRAND ERIE DISTRICT SCHOOL BOARD
(hereinafter called the "GEDSB")
OF THE FIRST PART;

- and -

THE BRANT HALDIMAND NORFOLK CATHOLIC DISTRICT SCHOOL BOARD
(hereinafter called the "BHNCDSB")
OF THE SECOND PART

- and -

THE CORPORATION OF THE CITY OF BRANTFORD
(hereinafter called the "City")
OF THE THIRD PART

WHEREAS the City intends to construct, develop, operate and maintain recreational facilities and to organize and administer public recreational programs for its residents; and

WHEREAS the School Boards have adopted a policy of school and grounds use by the community, provided there is no conflict with the operation of school activities; and

WHEREAS the City and the School Boards understand that shared use of facilities will not always be fair for each party and that the parties will incur additional costs as a result of this Agreement which is intended for the betterment of the community and its citizens; and

WHEREAS the City and School Boards established a "Joint Use Committee" for the purpose of achieving the maximum benefit of City and School Board facilities for use by the community;

WHEREAS the parties wish to enter into an agreement respecting the shared use and maintenance of certain facilities;

WHEREAS there is a Community Use of Schools Program in effect for both School Boards which supports access to local schools by community groups;

WHEREAS there is a City of Brantford Affiliation Policy and a Neighbourhood Association Policy that recognizes community groups affiliated with the City;

NOW THEREFORE, in consideration of the mutual covenants contain herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1.0 INTERPRETATION

For the purposes of this Agreement, the following terms shall have the following meanings:

- 1.1 **“Affiliated Groups”** means those groups identified in the City’s Affiliation Policy as amended from time to time;
- 1.2 **“Agreement”** means this agreement for the joint use of Facilities made between the Parties;
- 1.3 **“City Users”** means, Neighbourhood Associations and all participants of City-run programs within the City of Brantford and, for clarification, participants of City-run programs shall have the right to access the Facilities for the purpose of participating in City-run programs at the Facilities owned by the School Boards (individually or collectively) but shall not have the right to book the Facilities unless said right is expressly granted herein. City Users does not include Affiliate Groups as defined in the City’s Affiliation Policy; (Parks and Recreation Policy – 006).
- 1.4 **“Equipment”** means the equipment owned by any of the Parties and made available for use by the Parties and their respective Users at the Facilities;
- 1.5 **“Facilities”** means both Indoor Facilities and Outdoor Facilities and Facility shall have a corresponding meaning;
 - 1.5 a) **“Indoor Facilities”** means the indoor pools, arenas, community centres, theatres, multi-purpose rooms, schools and gymnasiums owned by or under the control of the Parties and set out in Schedules “B” and “C” attached hereto;
 - 1.5 b) **“Outdoor Facilities”** means the Woodman outdoor pool, Harmony Square, playgrounds, sports fields, outdoor grounds of community centres, Arrowdale Golf Course and parks owned by or under the control of the Parties and set out in Schedules “B” and “C” attached hereto excluding outdoor facilities governed by a separate agreement between the City and either school board;
- 1.6 **“Market Center Parkade (Parkade)”** means the parking garage located on 59 Icomm Drive in Brantford and owned and operated by the City;

- 1.7 “**Neighbourhood Associations**” means neighbourhood associations recognized by the City pursuant to its policy with respect to neighbourhood associations, as amended from time to time;
- 1.8 “**Owner**” means the Party who owns a particular Facility;
- 1.9 “**Party**” means any one of the GEDSB, BHCNDSB or the City;
- 1.10 “**Parties**” means, collectively, the GEDSB, BHCNDSB and the City, and their respective heirs, employees, Trustees, Mayor, Councillors, successors and assigns;
- 1.11 “**School Boards**” means the GEDSB and the BHCNDSB together;
- 1.12 “**School Board Users**” means the Trustees, board employees and students of the schools located in the City of Brantford and within the GEDSB and BHCNDSB; (See 1.3)
- 1.13 “**Term**” means the term of this Agreement as set out in section 3.1;
- 1.14 “**User(s)**” means persons or groups permitted or entitled to use a Facility pursuant to this Agreement, including City Users and School Board Users, as the case may be.

Headings

- 1.18 Section headings are not to be considered part of this Agreement, are included solely for the convenience of reference, and are not intended to be full or accurate descriptions of the contents thereof. This Agreement shall be construed with all changes in number and gender as may be required by the context.

Without Limiting Generality

- 1.19 Whenever a statement or provision in this Agreement is followed by words denoting inclusion or example and then a list of or reference to specific items, such list or reference shall not be read so as to limit the generality of that statement or provision, even if words such as “without limiting the generality of the foregoing” do not precede such list or reference.

2.0 PURPOSE AND ADMINISTRATION

- 2.1 The purpose of this Agreement is to regulate the shared use, among the Parties and their Users, of the Facilities identified in this Agreement and set out in Schedules “B” and “C” attached hereto.
- 2.2 This Agreement shall be administered by a Joint Use Committee. The Joint Use Committee shall meet at least once annually. The composition and terms of reference of the Joint Use Committee are set out in Schedule “A” attached hereto.
- 2.3 The following Schedules are an integral part of this Agreement and form part of this Agreement as if the terms contained therein were incorporated into the body of this Agreement:

- Schedule “A” – Joint Use Committee Terms of Reference
- Schedule “B” – List of City owned Facilities
- Schedule “C” – List of School Board Owned Facilities
- Schedule “D” – GEDSB Additional Conditions of Use
- Schedule “E” – BHNCDSB Additional Conditions of Use
- Schedule “F” – Sanderson Centre Conditions of Use
- Schedule “G” – Arrowdale Golf Course Conditions of Use

3.0 TERM

- 3.1 This Agreement shall commence on September 1, 2019 and continue in force until August 1, 2021 (the “Term”), and shall automatically renew for an additional two (2) year term, unless otherwise terminated in accordance with its provisions or where notice is provided pursuant to section 3.2 below.
- 3.2 Any Party may provide notice to each of the other Parties of its intention not to renew this Agreement, so long as said notice is provided no later than ninety (90) days prior to the end of the Term. Should said notice be provided in accordance with this section, this Agreement shall automatically terminate on August 31, 2021 with no renewal thereof.
- 3.3 In the event that the Parties are unable to reach a new agreement prior to the last day of the Term or any renewal thereof, but the Parties have entered good faith negotiations, the Parties may agree to extend this Agreement on a month to month basis, on the same terms and conditions as set out herein, until such time as a renewal agreement or new agreement is executed by the Parties, or until such time as this Agreement is otherwise terminated in accordance with its terms.
- 3.4 Any Party may terminate this Agreement at any time by giving no less than six (6) months’ written notice of such termination to each of the other Parties.

4.0 GRANT OF LICENCE

- 4.1 The School Boards hereby grant a licence to the City and City Users by way of a non-exclusive right to enter upon and use the Facilities set out in Schedule “C”, during the times specified in this Agreement, which licence is granted for the purpose of assisting the City, its Neighbourhood Associations, in providing sports, recreational or cultural opportunities to the general public, and to host community meetings. Either of the School Boards may amend and update Schedule “C”, at any time, from time to time upon three (3) months’ notice to the City of its intention to do so and upon the written consent of the City.
- 4.2 The City hereby grants a licence to the School Boards and School Board Users by way of a non-exclusive right to enter upon and use the Facilities set out in Schedule “B”, during the times as specified in this Agreement, for the purpose of the School Board User providing activities. The City may amend and update Schedule “B”, at any time, from time to time, upon three (3) months’ notice to the School Boards of its intention to do so, and upon the written consent of the School Boards to said changes.

- 4.3 Notwithstanding 4.1 and 4.2 above, after each Party has booked their own programs and activities at their respective Facilities, the other Party and their Users shall have priority use of the Facilities in accordance with the terms and provisions of this Agreement.
- 4.4 The Parties acknowledge that changes or alterations to the licensed portions of the Facilities will impact the licensed activities of the Parties; therefore, the Parties agree to provide each other Party to this Agreement with not less than three (3) months' advance notice of any planned construction, or permanent change or alteration to the licensed areas of the Facilities that may interrupt or diminish any other Party's use of the licensed areas. Notwithstanding the foregoing, each Party may commence emergency repairs and/or construction without prior notice to the other Parties, but must provide notice to the other Parties of said emergency repairs and/or construction as soon as reasonably possible after commencing said repairs and/or construction.
- 4.5 Unless otherwise specifically provided for in this Agreement, or set out in a Schedule to this Agreement, there shall be no cost associated with the licenses granted in sections 4.1 and 4.2 above. Without limiting the generality of the foregoing, the School Boards agree to waive any and all rental permit fees for use of the Facilities by the City and City Users, and the City agrees to waive rental permit fees with respect to use of the Facilities by the School Boards and School Board Users, unless otherwise specified herein. Notwithstanding the foregoing, nothing in this Agreement shall in any way limit the City's ability to charge the School Boards or School Board Users fees associated with other permits or permissions granted by the City, including, but not limited to, fees for business licences, building permits, lottery licences, liquor licences, or planning approvals.
- 4.6 Notwithstanding section 4.5 above, fees may be charged for direct costs associated with use of the Facilities, including, but not limited to, rental fees for equipment not currently in the inventory, staffing costs for lifeguards, instructors, and custodial staff, or cost of staff when another Party's group of Users is the only User group in the applicable Facility and staffing is required. For clarification, the fees referred to in this section shall be the School Board approved rates and fees or the Council approved rates and fees, as the case may be, for the direct costs associated with the use of the Facilities.
- 4.7 No Party may erect any fixture, or install any service or structure in or upon another Party's Facility, without the express, written permission of the Owner of the applicable Facility.
- 4.8 Each Party shall ensure that its Users abide by all applicable laws relating to the Facility in use, and all policies, rules and regulations of the Owner of the Facility. Each Party reserves the right, acting reasonably, to deny access to the Facilities to any User, person, group or association that has demonstrated disregard for the laws, rules or policies applicable to any Facility. It is the responsibility of each of the Parties to make Users aware of the applicable rules and policies of each Facility. Without limiting the generality of the foregoing, the Parties expressly agree to follow standards consistent with the Code of Conduct of the Province referenced in section 301 of the *Education Act* at all times during the use of the Facilities by the Parties and/or their respective Users. Each Party shall communicate, in writing, within 48 hours, issues related to another Parties Users and Owners to provide an opportunity for collaborative resolutions to these circumstances.
- 4.9 Without limiting the generality of the foregoing, the Parties acknowledge and agree that the licences granted in this Agreement shall be subject to applicable provisions of the School Boards' and the City's Clean Air By-Law #570 policies governing the prohibition on smoking, vaping and use of illegal substances, and alcohol use.

- 4.10 Each Party shall ensure that their respective Users leave the other Party's Facility in a clean and tidy condition after each use. In the event of default of this provision, any cost of cleaning the Facility, over and above the regular cost of maintaining the applicable Facility, shall be charged back to the User or the Party responsible for the User.
- 4.11 The Parties shall ensure that Users of the Facilities provide appropriate supervision for all activities involving children. Users will be required to follow the swim admissions standards for City of Brantford pools and provide adequate supervision to accommodate said standard.
- 4.12 Wherever possible, when using change rooms and dressing rooms, a minimum of one (1) chaperone, who must be of the same gender as the persons using the change rooms and/or dressing rooms, shall be required of each User group. Accommodations for specific change room needs will be dealt with on a requested basis.
- 4.13 Users who have been evicted from one or more Facility may be denied access to the Facilities for the duration of their eviction. Approval for supervised use of Facilities by the evicted individual(s) must be approved in writing and in advance of such use by the Director or Manager responsible for the City Facility, or his or her designate, and by the Principal of the applicable school, or his or her designate, for Facilities owned by the GEDSB or the BHNCDSB.
- 4.14 Each party appoints the other Parties as agents with full authority to enforce the provisions of the *Trespass to Property Act*, R. S. O. 1990, c.T.21 while using or occupying the Facilities of the appointing Owner, pursuant to the terms and provisions of this Agreement.
- 4.15 Unless otherwise provided for in this Agreement, use of Facilities that includes participants from school boards or municipalities, other than the Parties to this Agreement, including, but not limited to, use for events such as the Ontario Federation of Secondary School Athletic Associations and the Central Western Ontario Secondary Schools Association sports tournaments, shall be subject to the established rates and fees for the respective Facility as set out in the City's Rates and Fees By-law, as amended from time to time. This provision applies regardless of whether a Party to this Agreement is also in attendance at the event or participating in the activity.
- 4.16 Where any of the Parties to this Agreement has failed to book a Facility within the time frame permitted or required in this Agreement, and that Party requires use of a Facility, which it owns, during the time allotted to another Party, the Party requesting an emergency booking shall contact the Party with the booking rights and the two parties shall, acting reasonably, come to a mutually beneficial solution.

5.0 PARKING LOT LICENCE

- 5.1 Each Party grants the rights to any other party and their respective Users a non-exclusive licence to use the parking lots attached to or associated with the City or School Board owned Facilities during the times for use provided for in this Agreement. Parking shall be on a first-come-first-served basis. All Parties do not guarantee availability of parking for any event held by another Party or their Users at a City owned Facility.

5.2 The parking licence provided in section 5.1 above shall not apply to parking on the street. The cost of parking shall be at the established rate for the Facility in use, and nothing in this Agreement shall in any way exempt the School Boards or their Users from compliance with all City by-laws respecting parking or any fee or charge in relation thereto.

5.3 It is specifically understood and agreed amongst the Parties that the Parkade is not associated with any specific Facility and the licence provided in section 5.1 above shall not apply to the Parkade. Use of the Parkade by the School Board and their Users shall be subject to all of the same rules, regulations, and fees that apply to members of the general public.

6.0 LICENCE CONDITIONS: INDOOR AND OUTDOOR FACILITIES

6.1 Each Party shall be responsible for processing bookings at their respective Indoor and Outdoor Facilities in accordance with the licenses granted herein.

6.2 Subject to the City's programs, maintenance or other existing agreements and availability of staff and unless otherwise set out in Schedule "B" attached hereto, Indoor Facilities shall be made available to the School Boards at no rental charge from 8:30am to 4:30pm, Monday through Friday, with the exception of the Wayne Gretzky Sports Centre which shall be made available from 6:00 a.m. to 4:30 p.m., Monday to Friday, and the Civic Centre and Lions Park Arena which shall be made available from 7:00 a.m. to 4:30 p.m. Monday to Friday.

6.3 Subject to the City's programs, maintenance or other existing agreements, and availability of staff, City owned Outdoor Facilities shall be made available to the School Boards at no rental charge until 5:59 p.m. Monday through Friday. Users who continue to use the Outdoor Facilities beyond 5:59 p.m. may be asked to vacate the Outdoor Facilities to accommodate City Users booked for 6:00 p.m. and may be charged a fee for additional use of the Outdoor Facilities beyond the licenced time period.

6.4 Subject to the School Boards' programs, maintenance, special events, previous agreements, and availability of staff, Indoor and Outdoor Facilities owned by the School Boards, together or individually, shall be made available to the City and its Users free of rental charge after 6:00 p.m., Monday to Friday, and upon request on Saturday and Sunday, from the first Tuesday after Labour Day to the final day of school for each School Board, respectively, and upon request and subject to availability during non-school times at schools identified in Schedule "C" and in accordance with Schedules "D" and "E". Schools that are sanctioned for after school programs will be made available at 6:30 pm.

6.5 Notwithstanding section 6.4 above, School Board-owned Indoor Facilities used for the City's After School Program and summer day camp programs shall be made available prior to 6:00 p.m., Monday to Friday, at no rental cost to the City throughout the calendar year.

6.6 All high school games held on City-owned fields require adequate security as defined and determined by any party to this agreement. This shall include the specific field area as well as adjacent properties and buildings (i.e. WGSC). Booking and costs of said security shall be the responsibility of the respective School Boards.

- 6.7 The Parties acknowledge that the use of an Outdoor Facility during inclement weather may result in damage to the Outdoor Facility; therefore, the Parties hereby undertake to use their best judgment in determining whether or not to permit the use of the Outdoor Facilities during inclement weather, and shall work cooperatively to determine if Outdoor Facilities should be deemed unplayable. The Principal or Principal Designate of the applicable School Board facility is authorized to make decisions with respect to the continued use of School Board-owned Facilities during inclement weather, and the Director of Parks for the City is hereby authorized to make decisions with respect to the continued use of City owned Outdoor Facilities during inclement weather.
- 6.8 If the Owner of a Facility deems an Indoor or Outdoor Facility is no longer available and requires major repairs, the decision of the Owner to close an Indoor or Outdoor Facility shall govern. The Owner of the facility will notify the parties of the closure with as much notice as possible.
- 6.9 Use of the Sanderson Centre shall be provided to the School Boards in accordance with the terms and conditions set out in Schedule “F” attached hereto. In the event of a conflict between the terms of this Agreement and Schedule “F” with respect to the use of the Sanderson Centre, Schedule “F” shall govern; otherwise, all other terms of this Agreement shall apply to the use of the Sanderson Centre.

7.0 USE OF EQUIPMENT

- 7.1 The Parties agree that equipment used in connection with their respective Indoor Facilities will be made available for the use and benefit of the other Parties and their Users.
- 7.2 Notwithstanding section 8.1 above, floor hockey, ball hockey or other sports involving similar sticks will only be permitted in designated Indoor Facilities set out in Schedule “C”, to prevent damage to Facilities. If Indoor Facilities permit baseball or softball activities, baseballs and softballs must be rubberized. Any other activity deemed by a Party to this Agreement as capable of causing undue damage to walls and floors may not be permitted in a Facility at the discretion of the Facility manager or principal, as the case may be.
- 7.3 The Parties acknowledge that no equipment will be provided for the use of Outdoor Facilities. Equipment used in conjunction with an Outdoor Facility shall be the responsibility of each respective User, and shall be removed at the end of the period of use of each respective User. Equipment left at an Outdoor Facility after the period of use may be removed by the Owner of said Facility.
- 7.4 The cost of repair or replacement of any equipment damaged by a Party, or their respective Users, shall be the sole responsibility of that Party. Without limiting the generality of the foregoing, the City and the School Boards retain the right to arrange for and make repairs to their own equipment, and to charge the cost to the Party or User responsible for said damage.
- 7.5 Users are NOT permitted to move retractable dividers, adjustable basketball nets, stage risers, stadium seating, bleachers or any other mechanized equipment. Adjustments are to be made only by the school custodian or qualified facility staff with three days written notice prior to the event.

8.0 MAINTENANCE

- 8.1 All costs of maintenance, capital repairs, and improvements to the Facilities shall be the responsibility of the Owner of the Facility, unless otherwise provided for in this Agreement.
- 8.2 Without limiting the generality of the foregoing, the Owner of an Outdoor Facility shall be required to maintain all sports fields, courts, playgrounds and other equipment located on its property in a safe condition as recognized through the accredited standards associated with the facility, if applicable (i.e. CSA playground equipment standards).
- 8.3 Should any Party discover or become aware of a deficiency at any Facility that Party shall make the Owner of the Facility aware of the deficiency immediately upon said discovery, and the Owner shall immediately notify the Party responsible for maintaining the Facility.

9.0 SCHEDULING

- 9.1 All Facility bookings shall be made in accordance with the applicable booking procedures of the Owner of said Facility prior to each use, unless alternate booking arrangements are agreed to by the Owner of said Facility and do not in any way infringe on the rights granted pursuant to this Agreement. Rules specific to each City owned Facility shall be provided to the booking Party at the time of booking.
- 9.2 Booking of City Facilities shall be made by the Principal of that school or the Manager of Communication and Community Relations within their respective School Boards, or a designate who has been delegated the authority to book City owned Facilities – this list must be shared with applicable City staff. All persons booking Facilities must also have the authority to pay all costs associated with the use of the Facilities.
- 9.3 Once City programming has been confirmed, the School Boards shall have priority use of City owned Facilities, in accordance with the terms of this Agreement, where the School Boards provide the City with a list of their Facility bookings prior to September 1st of the school year in which the booking is to take place.
- 9.4 Upon confirmation of School Boards bookings for their own school programs, the City shall have priority use over all bookings made through the Community Use of School Policy, of all School Board Facilities, in accordance with the terms of this Agreement, where the City books the use of School Board owned Facilities for City programs, by March 1st each year for bookings scheduled from July 1 – August 31 every year and by June 1 each year for bookings from September 1 to August 31.

For the sake of clarity, the priority bookings provided to the City pursuant to this provision shall apply equally to Neighbourhood Associations recognized by the City.

- 9.5 All bookings made after the dates mentioned above, for the seasons mentioned above, shall be subject to the availability of the Facility and on a first-come, first-served basis.

- 9.6 Where a booking is cancelled less than ten (10) calendar days prior to the scheduled event, a cancellation fee may be applied at the discretion of the Party responsible for booking the Facility at the applicable time, except where said event is cancelled as a result of inclement weather or a school cancellation.
- 9.7 Each party shall track the use of their respective Facilities by the other Parties and shall make this information available to the Joint Use Committee annually or more frequently upon request.
- 9.8 Users of any Indoor City Facilities will not be permitted in the Facility more than thirty (30) minutes prior to the start of any event or activity, unless otherwise arranged. Users are expected to remain in the area booked and to depart at the end of their event unless otherwise arranged by the Facility supervisor or his or her designate.

10.0 DISPUTE RESOLUTION

- 10.1 In the event of a complaint or dispute with respect to any matter arising out of this Agreement, such dispute shall be brought in writing, to the other Parties respective staff responsible for this Agreement as soon as reasonably possible. It is understood that no Party has a complaint or dispute until the other Parties have been given an opportunity to review the complaint and reply by attempting to resolve the complaint.
- 10.2 Failing Resolution being reached in 1.1, the complaint shall be presented to the Resolution Committee consisting of the City of Brantford General Manager Community Programs, Parks and Recreation and the Superintendent of Business of each School Board. If the dispute is still not able to be resolved it shall be referred to the Joint Use Committee Task Force for resolution. If the Joint Use Committee Task Force cannot resolve the dispute, such dispute shall be referred to Arbitration in accordance with the *Arbitration Act, 1991*.
- 10.3 Pursuant to Schedule "A", the Advisory Group shall meet as necessary and at least once annually to discuss matters pertaining to short and long-term planning of the Facilities, issues and disputes which may have arisen relating to the Facilities, and any other concerns the Parties may have with respect to this Agreement.

11.0 INSURANCE AND INDEMNIFICATION

- 11.1 Each of the Parties to this Agreement shall hold and maintain Commercial General Liability Insurance or Municipal Liability Insurance, as the case may be, insuring against damage or injury to persons or property, with limits of not less than \$10,000,000.00 per occurrence. The insurance policy shall:
- a) include the other parties to this Agreement as additional insureds;
 - b) contain a cross-liability clause, and severability of interest endorsement;
 - c) contain a clause providing for Contractual Liability coverage arising out of the Agreement;

- 11.2 Proof of insurance will be submitted by way of an executed Certificate of Insurance in a form satisfactory to each Party, each year or ten (10) days prior to renewal of said policy. All requested lines of coverage to be shown on the Certificate.
- 11.3 If cancelled or changed in any manner that would affect the Parties as outlined in coverage specified herein for any reason, thirty (30) days prior written notice by mail or electronic means will be given by the insurer(s) to all of the Parties.
- 11.4 It shall be the sole responsibility of each Party to determine what additional insurance coverage, if any, is necessary and advisable for its own protection and/or to fulfill its obligation under this Agreement. Any such additional insurance shall be maintained and provided at the sole expense of the Party.
- 11.5 Each Party (the “**Indemnifying Party**”) shall indemnify and hold harmless the other Parties to this Agreement, and their respective employees, agents, officers, Mayor, Councillors, superintendents, Trustees, servants, insurers, successors and assigns from and against any and all liabilities, losses, damages, actions, causes of action, charges, fees, costs, harms or claims, including, but not limited to, injury to any person or property, including, but not limited to, injury resulting in death (the “**Claims**”), suffered by any Party, Users, or third party, arising out of or in any way related to the use of the Facilities pursuant to this Agreement, or in respect of any rights and obligations of the Parties contained in or arising from this Agreement, due to any cause whatsoever, including, but not limited to, the Indemnifying Party’s negligence, breach of contract, or breach of any statutory or other duty of care.
- 11.6 Damage to the Facilities caused by any of the Party’s Users shall be the responsibility of said Party and that Party shall repair the damage, replace the equipment or compensate the Owner of the Facility to the satisfaction of said Owner. Nothing in this paragraph shall in any way limit the rights or remedies of any of the Parties as against the Users responsible for said damage.
- 11.7 Reports of vandalism, unusual occurrences, or accidents, and the action taken with respect to such incidents, shall be submitted to the GEDSB and BHCNDSB and the City by the Party encountering or involved in the incident. For students of the School Boards, personal injury accident reports shall be completed by the principal or supervisor of the student involved and sent to the appropriate Party hereto in accordance with each Party’s normal procedure. Personal information about persons involved in accidents and or incidents will be removed when shared by the GEDSB and the BHCNDSB as per applicable privacy legislation, including, but not limited to, the *Privacy Act* R.S.C., 1985, c. P-21.

12.0 NOTICE

Any notice required or permitted to be given hereunder shall be provided in writing and shall be effectively given if delivered personally or sent by prepaid courier service or registered mail to the Parties hereto as follows:

- a. To the City:

The Corporation of the City of Brantford

100 Wellington Square
Brantford, ON N3T 2M2

Attention: General Manager, Community Programs, Parks and Recreation

b. To the GEDSB:

Grand Erie District School Board
349 Erie Avenue
Brantford, Ontario
N3T 5VE

Attention: Superintendent of Business and Treasurer

c. To the BHNCDSB

Catholic Education Centre,
322 Fairview Drive, P.O. Box 217,
Brantford, Ontario N3T 5M8

Attention: Superintendent of Business and Treasurer

or to such other address as any Party may from time to time designate by written notice to the other Parties. Any notice given shall be deemed to have been given and received on the same day when delivered personally before 4:30 p.m., or on the second day following the sending thereof by prepaid courier service or registered mail.

13.0 GENERAL

Promotional Material

13.1 Subject to the applicable School Board Policy and/or Procedures, the School Boards shall allow the City to distribute promotion materials and brochures for the City's cultural and recreational programs throughout School Board Facilities. Any material intended for School Board staff or students or both may be sent directly to the schools in either hardcopy or electronically per the School Board's distribution Policies and Procedures. School Boards will allow the City to use the School Board's courier system to a maximum of once per month for distribution of said materials. In return, the City shall post promotional materials and brochures for school and School Board special events and functions in accordance with the City's applicable Policy and Procedures.

No Agency

13.2 It is understood, recognized and agreed that no provision of this Agreement and no action by the Parties will establish or be deemed to establish a partnership, joint venture, principal-agent relationship or employee-employer relationship in any way or for any purpose whatsoever between the City and the School Boards or between the City, the School Boards and any third party.

No Authority to Represent

13.3 Nothing in this Agreement shall be construed as authorizing one Party to contract for or to incur any obligation on behalf of the other or to act as agent for the other, unless otherwise explicitly specified in this Agreement.

Severability

13.4 If, for any reason, a provision of this Agreement that is not a fundamental term is found to be or becomes invalid or unenforceable, in whole or in part, said provision will be deemed to be severable and will be deleted from this Agreement, but all the other terms and conditions of this Agreement will continue to be valid and enforceable as if the offending provision was never part of this Agreement.

Waiver

13.5 The Parties may only waive a right under this Agreement in writing; any tolerance or indulgence demonstrated by any Party will not constitute a waiver of such right. Unless a waiver is executed in writing, that Party will be entitled to seek any remedy that it may have under this Agreement or otherwise at law or in equity.

Amendments

13.6 Any Party proposing amendments to this Agreement shall provide at least sixty (60) days' notice to arrange a meeting of the Joint Use Committee to discuss the proposed amendments. Any amendments to this Agreement shall be made only by the written, mutual consent of the Parties.

Governing Law

13.7 This Agreement shall be governed by, interpreted and enforced in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

Freedom of Information

13.8 This Agreement and all Schedules attached hereto are subject to the *Municipal Freedom of Information and Protection of Privacy Act* ("MFIPPA"). Any information collected by any party pursuant to this Agreement is subject to the rights and safeguards provided for in the MFIPPA.

Counterpart Signature

13.9 This Agreement may be signed in counterpart, and the signed copies will, when attached, constitute an original Agreement.

Assignment and Enuring

13.10 This Agreement shall enure to the benefit of, and be binding upon, the Parties hereto and their respective successors and assigns. None of the Parties to this Agreement may assign, transfer or otherwise convey any of their rights or obligations pursuant to this Agreement to any other Party, or any third party, without the express, written consent of all of the Parties to this Agreement.

Force Majeure

13.11 The Parties shall each be excused from delays in performing, or from their failure to perform hereunder to the extent that such delays or failures from causes beyond the reasonable control of such Party; provided that, in order to be excused from delay or failure to perform, such Party must act diligently to remedy the cause of such delay or failure.

Time of the Essence

13.12 Time shall be of the essence of this Agreement and every part of this Agreement.

Inconsistency

13.13 Where there is any inconsistency or discrepancy between the terms of this Agreement and the attached Schedules, the terms of this Agreement shall prevail, with the exception of Schedule "F" pertaining to the use of the Sanderson Centre, the terms of which shall prevail over the terms of this Agreement in the event of any inconsistency.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF this Agreement has been executed by the Parties hereto on the date first written above.

SIGNED, SEALED AND DELIVERED

	)	THE GRAND ERIE DISTRICT
	)	SCHOOL BOARD
in the presence of:)	
)	
)	
)	_____
	)	Greg Anderson, Chair
_____)	
Witness)	
)	_____
	)	Brenda Blancher, Director of Education
)	
)	
	)	THE BRANT HALDIMAND NORFOLK
	)	CATHOLIC DISTRICT SCHOOL BOARD
)	
)	
)	_____
	)	Rick Petrella, Chair
_____)	
Witness)	
)	_____
	)	Mike McDonald, Director of Education
)	
)	
	)	THE CORPORATION OF THE
	)	CITY OF BRANTFORD
)	
)	_____
	)	Kevin Davis, Mayor
_____)	
Witness)	
)	_____
	)	Charlene Touzel, City Clerk

SCHEDULE "A"

JOINT USE COMMITTEE TERMS OF REFERENCE

1. **Role/Purpose:**

The role of the Joint Use Committee is to provide an opportunity to meet with the partners and discuss issues and opportunities related to the Joint Use Agreement. The Joint Use Committee shall ensure that the terms of the Joint Use Agreement are followed and enforced in a fair and consistent way.

2. **Term:**

These Terms of Reference shall be effective from the date this Agreement is signed and shall continue until the expiration of said Agreement. The Joint Use Committee continues throughout the duration of the Agreement.

3. **Meetings:**

The Joint Use Committee shall meet at least once annually.

4. **Membership:**

For the purposes of this Agreement, each Party shall have an equal number of votes on the Joint Use Committee. In the case that one or more members of a Party are absent or unable to attend a meeting, that member may send a delegate to the meeting to vote on his or her behalf, or, where an item is listed on the agenda, the absent member may vote by way of a proxy vote, submitted on his or her behalf to the Chair at the beginning of the meeting. At the discretion of each Party, two or three of that Party's appointed members may attend any meeting of the Joint Use Committee with the attending members having a weighted vote totalling 4 votes, respectively, as the case may be.

The Joint Use Committee shall consist of the following persons:

For the City:

- a. Two (2) members of the Municipal Council for the City;
- b. The City CAO;
- c. The General Manager of Community Programs, Parks and Recreation for the City;
- d. The Mayor of the City, sitting as an ex officio to the Joint Use Committee with non-voting rights.

For the GEDSB:

- a. The Director of Education and Secretary;
- b. The Superintendent of Business and Treasurer;
- c. Two (2) Trustees of the GEDSB;

For the BHCNDSB:

- a. The Director of Education and Secretary;
- b. The Superintendent of Business and Treasurer; and
- c. Two (2) Trustees of the BHCNDSB

5. Roles and Responsibilities:

The Joint Use Committee shall discuss matters relating to the following:

- a. Terms, conditions, successes and challenges of the Agreement and the Facilities owned and operated by the Parties thereto.
- b. Foster collaboration and cooperation among the three Parties.
- c. Removing obstacles to the Partnership's successful delivery of the terms of the Agreement.
- d. Maintaining at all times the focus of the Agreement regarding expected outcomes and benefits to each Party.

6. Meetings:

- a. Meetings shall be chaired through a rotation with the City hosting the first annual meeting, followed by the BHCNDSB in year two and the GEDSB in year three and continuing to rotate annually. The Chair shall be selected by the host Party.
- b. If more than one meeting is held annually the current chair will continue to chair all meetings during that calendar year.
- c. The party chairing the meeting will be responsible for preparing the Agenda, and taking and distributing minutes for each meeting held within that calendar year.
- d. Decisions will be made by consensus.
- e. If required, subgroup meetings will be arranged outside of these times at a time convenient to subgroup members.

7. Quorum:

Each Party shall ensure that a minimum of two (2) representatives (total of six (6)) are present at Joint Use Committee meetings to meet quorum.

8. Advisory Group Established

The following persons shall constitute an Advisory Group, the responsibility of which shall be to advise the Joint Use Committee with respect to matters arising from the Joint Use Agreement throughout the term of the Agreement:

- a. Superintendent of Business & Treasurer GEDSB
- b. Assistant to the Superintendent of Business and Community Use Coordinator GEDSB
- c. Superintendent of Business & Treasurer BHCNDSB
- d. Manager of Communications and Community Relations BHCNDSB

- e. City of Brantford General Manager Community Programs, Parks and Recreation
- f. City of Brantford Director of Parks
- g. Sanderson Centre Theatre Manager
- h. City of Brantford Manager of Community Recreation Development

9. Advisory Group Mandate

The Advisory Group shall:

- a. Wholeheartedly champion the partnerships within the Agreement.
- b. Make timely decisions and take action so as to support the intent of the Agreement.
- c. Notify Parties to the Agreement, as soon as practical, if any matter arise which may be deemed to affect the terms of the Agreement.
- d. Attend all meetings and if necessary, nominate a proxy if unable to attend.

10. Amendment, Modification or Variation:

This Terms of Reference may be amended, varied or modified in writing after consultation and agreement by the Joint Use Committee.

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**SCHEDULE “B”
LIST OF CITY OWNED FACILITIES**

City Owned Indoor Facilities

City Facility	Address	Resources	Equipment Available	Special Terms and Conditions
Brantford and District Civic Centre	69-79 Market St S	One Rink (seating for 3,000)	<ul style="list-style-type: none"> • Wi-Fi is available • Tables and Chairs for 800 	<ul style="list-style-type: none"> • Helmets are strongly recommended for all participants.
		Auditorium (capacity 270)	<ul style="list-style-type: none"> • See above • Kitchen facilities available 	
Doug Snooks Eagle Place Community Centre	333 Erie Ave, Brantford	Double Gymnasium (capacity 575)	<ul style="list-style-type: none"> • Wi-Fi is available • Tables and chairs for 270 people • Upstairs meeting room tables and chairs for 100 • Floor hockey is allowed 	<ul style="list-style-type: none"> • Parking is limited • Facility is fully accessible • Staff costs (unless staff are already in the building)
		Meeting Rooms	LCD	
Lion Park Arena	20 Edge St	One rink (seating capacity 500)		<ul style="list-style-type: none"> • Helmets are strongly recommended for all participants.
		Auditorium (capacity 274)	<ul style="list-style-type: none"> • Tables and chairs for 200 • Kitchen facilities available 	
Sanderson Centre	88 Dalhousie St.	Theatre Ray Southcott Rehearsal Hall		<ul style="list-style-type: none"> • See Schedule “F” • Parking for Sanderson Centre is subject to municipal parking by-laws • Surcharge (if applicable) • Labour as applicable • Box office fees (if applicable) • Music Licensing Fees (if applicable)

City Facility	Address	Resources	Equipment Available	Special Terms and Conditions
T.B. Costain/SC Johnson Community Centre	16 Morrell St.	Gymnasium (single small gym)	<ul style="list-style-type: none"> Floor hockey is allowed 	<ul style="list-style-type: none"> Staff costs (unless staff are already in the building)
		Meeting rooms Room 1(Capacity 15) Room 2 (Capacity 145) Room 3 (Capacity 25)	<ul style="list-style-type: none"> Wi-Fi & SmartBoard is available room 2 Tables and chairs Multi-Purpose room has LCD projection Unit, sound system 	
Woodman Park Community Centre	491 Grey Street	Gymnasium (capacity of 275 theatre style)	<ul style="list-style-type: none"> Tables and chairs for up to 275 people Floor hockey is allowed 	<ul style="list-style-type: none"> Facility is fully accessible Staff costs (unless staff in building for another rental/program)
		Meeting Rooms: Small (capacity 25) Large (capacity 100)	<ul style="list-style-type: none"> Wi-Fi & Smart Board & LCD is available Kitchen is available 	
		Outdoor pool		
Wayne Gretzky Sports Centre	254 North Park Street	Pools: <ul style="list-style-type: none"> 65 m pool 25m pool warm water pool hydro-therapy pool 	<ul style="list-style-type: none"> Wi-Fi is available Slides and pool equipment Climbing wall Diving Boards and towers 	<ul style="list-style-type: none"> Use of timing system and related equipment must be booked through Brantford Aquatic Club Lifeguards, instructors, other direct staff costs
		Rinks: <ul style="list-style-type: none"> Rink 1 (Seating 1,100) Rink 2,3,4 (seating 300) Goalie Training Rink 	<ul style="list-style-type: none"> Hockey nets Lacrosse Nets 	<ul style="list-style-type: none"> Helmets are strongly recommended for all participants.

City Facility	Address	Resources	Equipment Available	Special Terms and Conditions
		Weight room	<ul style="list-style-type: none"> • Cardio equipment • Weight stack equipment • Free weights 	<ul style="list-style-type: none"> • Non-exclusive use • open to public
		Dry land Training Room	<ul style="list-style-type: none"> • Synergy 360 Training Centre 	
		Gymnasium (3/4 gym)	<ul style="list-style-type: none"> • Volleyball / badminton standards 	<ul style="list-style-type: none"> • No stick related sports or softball/baseball allowed
		Walking/Running Track	n/a	<ul style="list-style-type: none"> • Non-exclusive use • open to public • 2nd floor (accessible)
		Multi-Purpose Rooms: 2 nd floor Rm A (capacity 65) 2 nd floor Rm B (capacity 45) Arena MPR (capacity 20 kitchenette) Meeting rooms: Pool lobby room (capacity 25 kitchenette) On deck meeting room (capacity 25)	Tables and chairs	<ul style="list-style-type: none"> • 2nd floor (accessible).

City Owned Outdoor Facilities

City Facility	Address	Resources	Equipment Available	Special Terms and Conditions
Bill Little Park	25 Spalding St	1 Hardball Diamond		
Branlyn Community Centre	238 Brantwood Park Rd	2 Mini soccer fields 2 softball diamonds		
Brier Park	49 Charles St	Soccer fields	<ul style="list-style-type: none"> • playground 	
Brooklyn Park	49 Charles St	1 full size soccer field	<ul style="list-style-type: none"> • playground 	
Burnley Park	21 Burnley avenue	Hardball diamond	<ul style="list-style-type: none"> • playground 	
Cockshutt Park	35 Sherwood Dr.	Arnold Anderson Baseball Stadium George Henry hardball diamond 2 alternate hardball diamonds	<ul style="list-style-type: none"> • Washrooms • bleachers & press box at Arnold Anderson • lights at Arnold Anderson & George Henry 	
Connaught Park	100 Grand Street	Softball diamond	<ul style="list-style-type: none"> • playground 	
D'Aubigny Park	5 Oakhill Drive	Soccer fields (6)	<ul style="list-style-type: none"> • Benches • Washrooms 	
Devon Down Park	70 Abigail Avenue	Softball diamond Soccer field Outside skating rink		
Dufferin Park	164 St. Paul Avenue	Tennis, pickleball		
George Campbell Park	5 Spalding Drive	Soccer fields (3)	<ul style="list-style-type: none"> • Benches • Washrooms • Locker rooms 	
Grandwoodlands Park	20 Baxter Street	Soccer fields (2)	<ul style="list-style-type: none"> • Basketball playground 	
Greenbrier Park	3 Scotia Avenue	Softball diamond, soccer		

City Facility	Address	Resources	Equipment Available	Special Terms and Conditions
Harmony Square	89 Dalhousie St.	Outdoor Event Venue	<ul style="list-style-type: none"> • Sound system • Inflatable screen & movie projects (see fees) • 10 Tables and 50 chairs 	<ul style="list-style-type: none"> • Parking for Harmony Square is subject to municipal parking by-laws • Labour costs for set up and operation of inflatable screen • Labour costs for setting up of tables & chairs • Movie licenses if applicable
		Outdoor Ice Rink Splash Pad		<ul style="list-style-type: none"> • Non-exclusive use – open to public <p>Helmets are strongly recommended for all participants.</p>
Holmedale Park	331 Grand River Ave.	1 softball diamond		
Iroquois Park	35 Iroquois	Softball diamond		
Jaycee Sports Park	395 Dunsdon St.	3 softball diamonds 1 soccer/football field Skateboard park	<ul style="list-style-type: none"> • Washrooms • Lights on 2 diamonds • Bleachers • Concession 	
John Wright Sports Complex	45 Fifth Ave	4 full size soccer fields	<ul style="list-style-type: none"> • Washrooms • Picnic shelter 	
Lynden Hills Park	363 Brantwood Park Road		<ul style="list-style-type: none"> • playground 	
Mayfair Park	24 Miles Avenue	Hardball diamond (3)	<ul style="list-style-type: none"> • playground 	

City Facility	Address	Resources	Equipment Available	Special Terms and Conditions
Mohawk Park	51 Lynwood Dr.	1 full size soccer field 7 picnic shelters 1 pavilion/hall Bocce ball court Disc golf course Trails Splash Pad	<ul style="list-style-type: none"> • Washrooms 	
Prince Charles Park	77 Herbert Street	Softball diamond		
Recreation Park	Nelson Street	Softball diamond		
Roswell Park	39 Cambridge Avenue	Hardball diamond		
Spring Garden Park	17 Dogwood Drive	hardball diamond soccer		
Steve Brown Sports Complex	20 Edge St	Soccer Fields (2 regulation size and 1 mini field)	<ul style="list-style-type: none"> • Bleachers & Press box in enclosed field • Lights 	
		Softball fields (3)	<ul style="list-style-type: none"> • Backstops and bleachers 	
		Running Track – rubberized service - lighted Tennis and Pickle Ball courts	<ul style="list-style-type: none"> • Includes track & field pits etc. • P.A. System • Washrooms / change rooms 	<ul style="list-style-type: none"> • Equipment such as hurdles are owned by Brantford Track and Field Club
Waterworks Park	390 Grand River Ave	1 full size soccer field 1 softball diamond 1 cricket pitch	<ul style="list-style-type: none"> • Washrooms • Outdoor pavilion 	
Wayne Gretzky Sports Centre	254 North Park Street	Natural turf Football Field	<ul style="list-style-type: none"> • Uprights & score clock • Bleachers & press box 	Artificial Turf fields are governed by a separate agreement.
Wilkes Park	75 Tranquility Street	Softball diamond	<ul style="list-style-type: none"> • Playground 	
Wood Street Park	74 Wood Street	Soccer field	<ul style="list-style-type: none"> • Playground 	
Woodman Park Pool	491 Grey Street	Outdoor pool	<ul style="list-style-type: none"> • Pool equipment 	

**SCHEDULE “C”
LIST OF SCHOOL BOARD OWNED FACILITIES**

GEDSB High Schools	Address	Resources	Availability/ Usage	Special Terms & Conditions	Responsible for Maintenance
North Park CVS	280 North Park St.	Gymnasium		Artificial Turf field and track are governed by separate agreement.	GEDSB maintains buildings, parking lots and grounds City books and maintains field, track fieldhouse lights & bleachers.
		Cafeteria	No Kitchen Access		
		Mini Theatre	Sound and Lighting		
		Library			
		Classrooms			
		Football Field			
		Parking Lot			
Pauline Johnson CVS	627 Colborne St.	Gymnasium		Artificial Turf field and track are governed by separate agreement.	GEDSB maintains buildings, parking lots and grounds.
		Cafeteria	No Kitchen Access		
		Library			
		Classrooms			
		Football Field			
		Parking Lot			
Tollgate TSC	112 Tollgate Road	Gymnasium			GEDSB
		Cafeteria	No Kitchen Access		
		Library			
		Classrooms			
		Football Field			
		Parking Lot			
Brantford CI & VS	120 Brant Ave.	Gymnasium		Sound and lighting staff when theatre equipment is in use.	GEDSB
		Cafeteria	No Kitchen Access		
		Library			
		Classrooms			
		Football Field			
		Parking Lot			
		Theatre			

GEDSB Elementary Schools	Address	Resources	Availability/ Usage	Special Terms & Conditions	Responsible for Maintenance
Agnes G Hodge PS	52 Clench Ave.	Gymnasium			GEDSB
		Library			
		Parking Lot			
Banbury Heights	141 Banbury Rd.	Gymnasium			GEDSB
		Library			
		Parking Lot			
Bellview PS	97 Tenth Ave.	Gymnasium			GEDSB
		Library			
		Parking Lot			
Brier Park PS	10 Blackfriar Lane	Gymnasium			GEDSB
		Library			
		Parking Lot			
Cedarland PS	60 Ashgrove Ave.	Gymnasium			GEDSB
		Library			
		Parking Lot			
Centennial-Grand Woodlands	41 Ellenson Dr.	Gymnasium			GEDSB
		Library			
		Parking Lot			
Central PS	135 George St.	Gymnasium			GEDSB
		Library			
		Parking Lot			
Dufferin PS	106 Chestnut St.	Gymnasium			GEDSB
		Library			
		Parking Lot			
Echo Place	723 Colborne St. East	Gymnasium			GEDSB
		Library			
		Parking Lot			
Fairview S	34 Norman St.	Gymnasium			GEDSB
		Library			
		Parking Lot			
Graham Bell-Victoria	56 Grand St.	Gymnasium	No change rooms		GEDSB
		Library			
		Parking Lot			
Greenbrier	33 White	Gymnasium			GEDSB

GEDSB Elementary Schools	Address	Resources	Availability/ Usage	Special Terms & Conditions	Responsible for Maintenance
PS	Oaks Ave.	Library			
		Parking Lot			
James Hillier PS	62 Queensway Dr.	Gymnasium			GEDSB
		Library			
		Parking Lot			
Lansdowne -Costain PS	21 Preston Blvd.	Gymnasium			GEDSB
		Library			
		Parking Lot			
Major Ballachey PS	105 Rawdon St.	Gymnasium			GEDSB
		Library			
		Parking Lot			
Prince Charles PS	40 Morton Ave	Gymnasium			GEDSB
		Library			
		Parking Lot			
Princess Elizabeth PS	Tecumseh St.	Gymnasium			GEDSB
		Library			
		Parking Lot			
Russell Reid PS	43 Cambridge Dr.	Gymnasium			GEDSB
		Library			
		Parking Lot			
Ryerson Heights ES	33 Dowden Ave.	Gymnasium			GEDSB
		Library			
		Parking Lot			
Walter Gretzky ES / St. Basil	365 Blackburn Dr, Brantford	Gymnasium	Basketball nets and volleyball standards available.	School booked through BHNCD SB See BHNCD SB school list for details and special terms and conditions	BHNCD SB Books & maintains school.
		Library	Table and chairs available upon request.		
		Parking Lot			
		Field			
Woodman-Cainsville	51 Woodman Dr.	Gymnasium			GEDSB
		Library			
		Parking Lot			

BHNCDSB High Schools	Address	Resources	Availability/Usage	Special Terms & Conditions	Responsible for Maintenance
Assumption College	257 Shellard Lane, Brantford	Gymnasium	Basketball nets and volleyball standards.		BHNCDSB maintains facilities.
		Cafetorium	Table and chairs available upon request. No Kitchen Access		
		Lecture Hall			
		Library			
		Classrooms	Desks and chairs in classroom		
		Parking Lot			
		Field			
St. John's College	80 Paris Rd, Brantford	Gymnasium	Basketball nets and volleyball standards.		BHNCDSB
		Cafetorium	Table and chairs available upon request. No Kitchen Access		
		Classrooms	Desks and chairs in classroom		
		Library			
		Parking Lot			
		Field			

BHNCDSB Elementary Schools	Address	Resources	Availability/ Usage	Special Terms & Conditions	Responsible for Maintenance
Christ the King	165 Dufferin Ave., Brantford	Gymnasium	Basketball nets and volleyball standards.		BHNCDSB
		Library	Table and chairs available upon request.		
		Parking Lot			
		Field			
Holy Cross	358 Marlborough St, Brantford	Gymnasium	Basketball nets and volleyball standards		BHNCDSB
		Library	Table and chairs available upon request.		
		Parking Lot			
Jean Vanier	120 Ninth Ave. Brantford	Gymnasium	Basketball nets and volleyball standards.		BHNCDSB
		Library	Table and chairs available upon request.		
		Parking Lot			
Our Lady of Providence	55 Kent Rd. Brantford	Gymnasium	Basketball nets and volleyball standards.		BHNCDSB
		Library	Table and chairs available upon request.		
		Parking Lot			
		Field			
Resurrection	17 Ravenwood Rd. Brantford	Gymnasium	Basketball nets and Volleyball Standards.		BHNCDSB
		Library	Table and Chairs available upon request.		
		Parking Lot			

BHNCDSB Elementary Schools	Address	Resources	Availability/ Usage	Special Terms & Conditions	Responsible for Maintenance
		Field			
St. Basil/Walter Gretzky	365 Blackburn Dr, Brantford	Gymnasium	Basketball nets and volleyball standards.		BHNCDSB books and maintains school.
		Library	Table and chairs available upon request.		
		Parking Lot			
		Field			
St. Gabriel	14 Flanders Dr, Brantford	Gymnasium	Basketball nets and volleyball standards.		BHNCDSB
		Library	Table and chairs available upon request.		
		Parking Lot			
		Field			
St. Leo	233 Memorial Dr, Brantford	Gymnasium	Basketball nets and volleyball standards.		BHNCDSB
		Library	Table and chairs available upon request.		
		Field			
St. Patrick	320 Fairview Dr, Brantford	Gymnasium	Basketball nets and volleyball standards.		BHNCDSB
		Parking Lot			
		Field			
St. Peter	175 Glenwood Dr, Brantford	Gymnasium	Basketball nets and volleyball standards.		BHNCDSB
		Library	Table and chairs available upon request.		
		Parking Lot			
		Field			

BHNCDSB Elementary Schools	Address	Resources	Availability/ Usage	Special Terms & Conditions	Responsible for Maintenance
St. Pius X	127 Wood St., Brantford	Gymnasium	Basketball nets and volleyball standards.		BHNCDSB
		Library	Table and chairs available upon request.		
		Parking Lot			
		Field			
		Parking Lot			

SCHEDULE “D”



GRAND ERIE DISTRICT SCHOOL BOARD

FACILITY USE GUIDELINES (TO BE ATTACHED TO EVERY APPLICATION FOR USE OF SCHOOL FACILITIES)

CONDITIONS

For more details, please view the board’s policy FT4.
A copy of the current conditions will be sent with the approved permit.

1. ACCESS

Permits are not normally considered for statutory holidays, Professional Development Days, school examination periods, or during the Christmas, March or summer breaks.

Permit holders will receive electronic confirmation of approved permits which must be printed and presented to gain access to the premises. The applicant/s or person/s in charge or designate/s must be in attendance at the function, and must stay until the premises are vacated, and whenever possible, notify the Board’s representative when leaving. Permit holders must ensure that all those participating in any event held by the permit holder, remain in only those areas designated on the application. Permit holders shall be responsible to see that all persons admitted have vacated the school property at the time specified on the permit.

2. GENERAL REQUIREMENTS AND RESTRICTIONS

Applicants may be requested to meet with the Board’s representative at the school before the event. The permit holder agrees not to carry on any activities while on Board property that would be in contravention of bylaws, fire safety regulations or otherwise be of an unlawful nature or which may be deemed to be a nuisance or offensive.

- a. The applicant is responsible for the enforcement of all **fire regulations** and must ensure that no obstructions are placed in corridors or in front of fire exits. Some events involving tables and chairs may require submission of a floor plan for Fire Safety compliance and approval.
- b. **Signs or decorations** may not be attached to walls or elsewhere without prior arrangement with and permission from the Board representative. Any proposed additions or alterations to any part of the structure or services are to accompany the application and must be approved by the Manager of Facility Services.
- c. **Vehicle parking** is permitted only in designated parking areas.
- d. Where **catering services** are required, the permit holder must make private arrangements with the Food Services Company under contract with the school
- e. No **food or flavored drink** is to be taken into the gyms or auditorium without school approval.
- f. **No nut products** are to be brought into any school.

3. CANCELLATION / ALTERATIONS

Rentals will be cancelled when buildings are closed because of inclement weather, strike, or other cause beyond the control of the Board.

4. EQUIPMENT

With the exception of tables and chairs, the use of school equipment for Users is at the discretion of the School Principal who may impose a user fee or replacement charge for damaged equipment. Any arrangements must be made in advance of the permit start date. The Board does not supply tables and chairs other than those that are currently available in the requested school. The set-up of the equipment is the responsibility of the applicant, under the supervision of a Board representative, unless other arrangements have been made ahead of time. Additional costs may apply.

5. CRITICAL INJURIES:

All injuries of a serious nature must be communicated to the Board's Health & Safety Officer immediately at 226-934-4694. A critical injury is an injury of a serious nature that: places life in jeopardy; produces unconsciousness; results in a substantial loss of blood; involves the fracture of a leg or arm; involves the amputation of a leg, arm, hand, or foot; consists of burns to a major portion of the body; or causes the loss of sight in an eye.

SCHEDULE “E”

BRANT HALDIMAND NORFOLK CATHOLIC DISTRICT SCHOOL BOARD

ADDITIONAL RULES GOVERNING THE USE OF SCHOOL PROPERTIES

For more details, please view the Board’s Policy 400.05
A copy of the current conditions will be sent with the approved permit.

1. ACCESS

Permits are normally not considered for statutory holidays, Professional Activity Days, school examination periods, or during the Christmas, March or summer breaks. All permits will be cancelled when schools are closed due to inclement weather.

Permit holders will receive an electronic communication of an approved permit, which must be printed and kept on hand. The Permit may be required to be presented to gain access to the property.

Adequate Adult Supervision (Adult is 18 Years of age or older) must accompany all rental groups. This supervisor must be with the group at all times during the rental time period. It is the responsibility of the group supervisor to ensure that their participants remain within the designated rental area, that damage to the building and grounds is not permitted and that all group participants leave the school facilities on or before the ending time of the rental permit. Board personnel will monitor all groups to ensure adequate supervision is maintained. When groups are renting multiple facility spaces, there must be a supervisor in charge of each area; i.e. when many classrooms are used, there must be a supervisor for each room. Youth group members must not enter the facility before the supervisor arrives. The group is responsible for monitoring the door. Doors must not be propped open. Supervisors must not leave until all members of their group have left the facility

2. GENERAL RESTRICTIONS AND LIMITATIONS

- School board facilities shall be made available for any educational or lawful purpose, consistent with the teachings of the Roman Catholic Church.
- The use of facilities must be complementary to the goals and beliefs of the Board.
- The applicant is responsible for the enforcement of all fire regulations and must ensure that no obstructions are placed in corridors or in front of fire exits. Some events involving tables and chairs may require submission of a floor plan for Fire Safety compliance and approval.
- Signs or decorations may not be attached to walls or elsewhere without prior arrangement with and permission from the Board representative. Any proposed additions or alterations to any part of the structure or services are to accompany the permit application and must be approved by the Manager of Facilities.
- Clean rubber-soled, non-skid and non-marking shoes must be worn during all athletic functions held in school gymnasiums and/or general-purpose rooms.
- Vehicle parking is permitted only in designated parking areas only. Parking is not permitted on grass or asphalt play areas.

- Use of the kitchen, its equipment and small wares, is not permitted in any school.
- Nuts and nut products, shellfish and latex (balloons) are common allergens and pose a significant health risk to some of our students and community members. These products are not allowed in our schools.
- Permit holders are not permitted to store furniture, equipment or material in any facilities.
- Floor hockey and ball hockey are not permitted inside any Board facility.

3. EQUIPMENT

Use of any Board-owned equipment will be allowed only with approval of the Principal in advance of the start date of the permit. Only the specific items requested on the online Application Form will be left by the Principal or the designate.

All scenery, special effects, props, etc., must be approved by the Principal a minimum of 24 hours prior to the booking and removed immediately afterwards or at a mutually agreeable time.

Use of pyrotechnics, smoke machines and dry ice is strictly forbidden.

4. CANCELLATIONS

Permits will be cancelled when schools have been closed during the day due to inclement weather or for any other reason beyond the control of the Board. Notice of cancellation will be provided as quickly as possible in each situation.

5. CRITICAL INJURIES

All injuries of a serious nature must be communicated to the Board's Disability Management and Safety Coordinator immediately at 519-756-6505. A critical injury is an injury of a serious nature that places life in jeopardy; produces unconsciousness; results in a substantial loss of blood; involves the fracture of a leg or arm; involves the amputation of a leg, arm, hand, or foot; consists of burns to a major portion of the body; or causes the loss of sight in an eye, the fracture of a foot or an ankle, the fracture of more than one toe, the fracture of a hand or wrist and the fracture of more than one finger.

**SCHEDULE “F”
SANDERSON CENTRE**

TERMS AND CONDITIONS OF USE

1.0 Availability

- 1.1 Commencing on Labour Day and continuing to the end of the school year for each of the respective School Boards, the Sanderson Centre shall be made available for bookings from 8:00 a.m. to 11:00 p.m. from Monday to Thursday with no facility rental fees charged.
- 1.2 For multi-day bookings or bookings that include Friday, Saturday and Sunday, the School Boards shall be charged a rental rate for those days for the use of the Sanderson Centre at the rate payable by a non-commercial User pursuant to the City’s Fees, Fines, and Charges By-law.
- 1.3 Events organized and/or hosted by Boards or Schools within the School Boards are eligible for use under the terms of this Agreement regardless of whether participants from outside the School Boards are involved (for example, the Sears Drama Festival).

2.0 Parking

- 2.1 The Sanderson Centre does not include facilities for parking. Users of the Sanderson Centre must find their own parking at their own expense. In no event shall this provision be construed so as to exempt any of the School Boards or School Board Users from compliance with the City’s applicable parking by-laws and regulations or from payment of the fee required for any City owned parking lot, including, but not limited to, the Parkade.

3.0 Use of Equipment

- 3.1 Specialized stage equipment, including but not limited to microphones, stage lighting, a piano, music stands, and video projection are available for use at no cost to the School Boards. In all cases, uses of equipment will be under the supervision of facility staff which staff costs shall be at the School Boards’ expense. All costs associated with damage to equipment caused or in any way related to the use of said equipment by the School Boards or School Board Users shall be the sole responsibility of the School Boards.
- 3.2 Consumables not normally stocked by the Theatre required as part of the use of stage equipment, including, but not limited to, dry ice will be charged to the School Boards or School Board Users, as the case may be.
- 3.3 Piano tuning is recommended for each event that uses a piano. Tuning will be arranged by Sanderson Centre staff upon request and will be charged to the School Board or School Board Users, as the case may be.

4.0 Booking

- 4.1 The Sanderson Centre may be booked by the School Boards' respective representatives or by their respective school principals.
- 4.2 The Sanderson Centre accepts rental requests prior to August 1st of each year for bookings taking place in the July through June period of the following year. Joint-Use bookings for this period will be accepted only once paid booking requests have been confirmed. Booking requests received in this period will be reviewed and confirmed by September 15th.
- 4.3 Regarding bookings for the current school year, the School Boards may contact the Theatre Manager of the Sanderson Centre for available dates.

5.0 Staffing

- 5.1 The School Boards or School Board Users, as the case may be, shall provide supervision for all student participants and student audience members for events at the Sanderson Centre.
- 5.2 The City shall provide staff at the School Boards' expense to fulfill requirements under the Fire Plan and the City's Collective Agreements. Minimum staffing and scheduling restrictions apply. Costs will only be charged for staff specifically scheduled for the event over and above staff that is normally scheduled.
- 5.3 In cases where salaried staff is working exclusively on the requirements of the booking, that daily rate for the position may be included as a cost for the event. This includes but not limited to the Technical Director for events with extensive staffing or logistical requirements such as a theatrical presentation.

6.0 Box Office Services

- 6.1 For events where the User is selling tickets with a monetary value the User is required to use the Sanderson Centre Box Office and pay applicable fees related to the Box Office. Where ticket sales (including tickets with no monetary value) will be conducted exclusively through the schools or Board, the User has the option of assuming all responsibility for ticket sales including, but not limited to, financial controls and ensuring no overselling of seats. This option does not apply to secondary school events.
- 6.2 No other ticket agency will be permitted to sell tickets for any event at the Sanderson Centre booked through this Agreement.

7.0 Costs

- 7.1 Surcharge fees per attendee for events ticketed through the Sanderson Centre Box Office shall be charged to the School Boards and their Users in accordance with the rates approved by City Council annually. To obtain a copy of the current rates for the Sanderson Centre, the School Boards and their respective Users may contact the Theatre Manager.

- 7.2 All Costs of labour, royalties, box office services, and additional equipment rentals for items not in the theatre's inventory, if applicable, will be charged to School Boards or their Users, as the case may be.
- 7.3 Users are encouraged to discuss their equipment and staffing requirements in advance of booking in order to develop an event cost estimate.
- 7.4 Where the User is conducting sales of merchandise as part of the event, the applicable commission rates will only apply if Sanderson Centre staff is selling the merchandise on behalf of the Users.
- 7.5 All other provisions of the Joint Use Agreement apply to the use of the Sanderson Centre.

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**SCHEDULE “F”
GOLF OPERATIONS**

TERMS AND CONDITIONS OF USE

1.0 Availability:

- 1.1 Northridge and Arrowdale Golf Courses shall be available through booking tee times on-line 7 days in advance at regular price based on availability. Golf carts will not be available.
- 1.2 Arrowdale Golf Course shall be available from Monday through Thursday between 12 noon and 3:00 p.m. at a discounted rate of 50% off the youth green fee price based on availability. Golf carts will not be available.
- 1.3 The Northridge Banquet Hall shall be charged at 50% off the approved fees and charges by-law rates based on availability. Catering for meals and snacks from Northridge will be a requirement for the booking.