

AGREEMENT FOR THE JOINT USE OF FACILITIES MADE THIS \_ \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

BETWEEN:

**THE BRANT HALDIMAND NORFOLK CATHOLIC DISTRICT SCHOOL BOARD**  
(herein after called the "**Board**")  
OF THE FIRST PART

- and -

**THE CORPORATION OF THE COUNTY OF BRANT**  
(hereinafter called the "**County**")  
OF THE SECOND PART

**WHEREAS** the County of Brant to constructs, develops, operates and maintains recreational facilities and administers public recreational programs for the citizens of the County of Brant; and

**WHEREAS** the Brant Haldimand Norfolk Catholic District School Board has adopted a policy of to allow the use of Board schools and grounds by the community, provided there is no conflict with the operation of school activities; and

**WHEREAS** both parties deem it desirable to enter into an Agreement for reciprocal use of facilities for providing recreational programs;

**NOW THEREFORE**, in consideration of the mutual covenants herein contained, it is agreed by and between the parties as follows:

## 1. JOINT USE FACILITIES

- 1.1 This Agreement shall apply to the facilities outlined in Schedule A (the facilities”), located within the limits of the County and owned or operated by the parties to this agreement.
- 1.2 The County shall make available to the Board, the use of pools, arenas, parks and other community-owned facilities, as outlined in Schedule A to this Agreement, for education purposes within the limitations of suitability, previous agreements or other commitments and other reasonable considerations.
- 1.3 In accordance with its policies and procedures, the Board shall make available to the County, the use of elementary school libraries, gymnasiums, changerooms and fields, as outlined in Schedule A to this agreement, for recreational purposes within the limitations of suitability, previous agreements or other commitments and other reasonable considerations.

## 2. SCHEDULING AND REVENUE

- 2.1 County Facility space between the hours of 8:00 am - 4:00 pm, Monday - Friday, that has not been booked by the County for its own community programs or historical bookings shall be made available for Board use, in accordance with the terms of this Agreement during open available hours.
- 2.2 County Facility space available on Saturdays and Sundays and after 4:00 pm, Monday - Friday, that has not been booked by the County for its own community programs or historical bookings shall be made available for Board use, except as otherwise set-out in the County of Brant *Sport Facility Allocation Policy CMS-2016-01*; wherein the use of County sports facilities such as ice, ball fields, soccer pitches and turf, shall be reviewed by Community Services Staff and preference for facility space for the main season shall be given as follows:
  - a. County of Brant Recreation Programs – provided this does not disrupt long-time user groups or regular yearly tournaments and special events;
  - b. Regular yearly tournaments and special events;
  - c. County of Brant minor groups;
  - d. Junior groups;
  - e. Regional minor groups; including County of Brant residents (participants must be registered through a minor or provincial or national organization);
  - f. Adult groups;
  - g. Private groups;
  - h. School/Board use;
  - i. New organizations/emerging sports;

- 2.3 Board Facility space from 6:00 pm – 10:00 pm, Monday – Friday and from 8:00 am – 6:00 pm, Saturday and Sunday, shall be made available for County during open available hours, except as otherwise set-out in the Board's *Community Use of Schools Policy and Administrative Procedures 400.05*. Within Board-owned facilities, preference for facility space approval shall be given as follows:
- a. School/Board and Board-affiliated groups.
  - b. Joint Use of Schools/Shared Use Facilities partners.
  - c. Other.
- 2.4 After the Board books its own school program bookings and has booked Board Historical Bookings as defined above, the County shall have priority use, of all Board facilities, including priority over all bookings made through the *Community Use of School Policy and Administrative Procedures 400.05*, in accordance with the terms of this Agreement, and provided that the County books the use of Board-owned facilities for County schedule programs, after **March 1 each year for bookings scheduled from July 1 – August 31 every year and after June 1 each year for bookings from September 1 to June 30.**
- 2.5 All County bookings of Board facilities made after the dates mentioned above, for the upcoming seasons mentioned above, shall be subject to the availability of the facility and on a first-come, first-served basis.
- 2.6 The County and the Board are responsible for the scheduling of their respective facilities.
- 2.7 The Board shall follow the County of Brant's cancellation policy as outlined in the *Facility Booking Policy CM-2015-02* for all cancellations of scheduled indoor and outdoor facility use.
- 2.8 Where a booking is cancelled less than seven 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.
- 2.9 All Users of any Indoor Facility will not be permitted in the Facility more than 30 minutes prior to the booking start time, 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 their designate.
- 2.10 The County shall follow the Board's cancellation policy as outlined in the *Community Use of School Policy and Administrative Procedures 400.05* for all cancellations of scheduled indoor and outdoor facility use.

### 3. OUTDOOR FACILITIES

- 3.1 Except where the proposed use generates an additional expense invoking the charges as indicated in Schedule B, outdoor facilities under the jurisdiction of the County made available to the Board, pursuant to this Agreement, are made available without charge, subject to the rules and regulations set out in Schedule D and providing such programming does not interfere with regular scheduling, maintenance or previous Agreements or other commitments.

- 3.2 Except where the proposed use generates an additional expense invoking the charges as indicated in Schedule B, outdoor facilities under the jurisdiction of the Board, made available to the County pursuant to this Agreement are made available without charge, subject to the rules and regulations specified in Schedule C and providing such programming does not interfere with regular scheduling, maintenance or previous Agreements or other commitments.

#### **4. INDOOR FACILITIES**

- 4.1 Except where the proposed use generates an additional expense invoking the charges as indicated in Schedule B, the indoor facilities of the County made available to the Board pursuant to this Agreement are made available, without charge, subject to the rules and regulations set out in Schedule D and providing such programming does not interfere with regular scheduling, maintenance or previous Agreements or other commitments.
- 4.2 Except where the proposed use generates an additional expense invoking the charges as indicated in Schedule B, the indoor facilities of the Board are made available to the County, pursuant to this Agreement are made available, without charge, subject to the rules and regulations specified in Schedule C and providing such programming does not interfere with regular scheduling, maintenance or previous Agreements or other commitments. Where the County's use invokes additional expenses, the Board will charge a custodial fee, as indicated in Schedule B, such charge to be set in August of each year.
- 4.3 The indoor facilities of both parties shall be subject to the terms of any current or future *Community Use of School Policy and Administrative Procedure 400.05* (Board) or *Facility Booking CM-2015-02 and Sport Facility Allocation Policy CMS-2016-01* (County).

#### **5. MAINTENANCE**

- 5.1 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.
- 5.2 Without limiting the generality of the foregoing, the Owner of an Outdoor Facility shall be required to maintain all playgrounds and other equipment located on its property in a safe condition.
- 5.3 Special requests for field lining, maintenance or other services must be made to the County at least one week in advance of the booking date. Any additional charges for said services will be assessed at the appropriate rates and shall be paid by the Board to the County prior to the use of the applicable Outdoor Facility.

## **6. GRANT OF LICENCE**

- 6.1 Schedules C and D, attached hereto and forming part of this Agreement are the standard rules and regulations for the use of facilities by the parties hereto. The parties hereto agree that the said rules and regulations will be adhered to during the use by any party insofar as they are not superseded by specific provisions of this Agreement. Any amendments to Schedule C and Schedule D must be agreed upon by both parties.
- 6.2 Each party appoints the other party hereto, its Board Members and its assigned employees or in the case of Community Group, the permit holder, as agents with full authority to enforce the provisions of the *Trespass Property Act, R.S.O. 1990, c.T.21* while using or occupying the property of the appointing party pursuant to the terms and provisions of this Agreement.
- 6.3 Each party shall indemnify the appointing party against any and all demands, claims, damages, actions, causes or actions and costs thereof arising out of the enforcement or attempted enforcement of the *Trespass to Property Act, R.S.O. 1990, c.T.21* by the party, its Board member or employee while using or occupying the property of the said party.

## **7. SUPERVISION**

- 7.1 Each party using facilities for programs shall be responsible to supply adequate supervision based on the number of participants involved and the type of program provided for activities and events. The County requires one supervisor per 30 children on the ice or any County of Brant facility. Minimum supervision age shall be 18 years of age or older. The safety of the participants involved in the activity or event is paramount.
- 7.2 Each party using facilities for programs shall be responsible to supply adequate supervision, before, after and during the event, based on the number of participants involved and the type of program provided for activities and events. The Board requires that all programming supervision adheres to the requirements of the current legislation/A32420cts. Minimum supervision age shall be 18 years of age or older. The safety of the participants involved in the activity or event is paramount.

## **8. DAMAGE TO FACILITIES AND/OR EQUIPMENT**

- 8.1 If damage to facilities and/or equipment caused by negligence of the user should occur during the use of the same, the cost of repairs shall be the responsibility of the user.
- 8.2 Each party shall ensure the facility is left to the owner's expected acceptable standard of cleanliness, as interpreted by the owner. In the event of default, any extra cost of such clean-up shall be at the expense of the user.

## **9. USE OF EQUIPMENT**

- 9.1 The County and the Board shall allow the use of related equipment in the use of indoor facilities only. With respect to Board-owned equipment, permission from the Principal is required prior to use. With respect to County-owned equipment, permission from the Director or designate is required prior to use. Purchases of equipment for joint use at a facility must have defined guidelines for use outlined in an Memorandum of Understanding to be added to the Agreement and approved by the Superintendent of Business & Treasurer or designate and the Director of Community Relations/and or Parks & Facilities.

## **10. DISTRIBUTION OF PROMOTIONAL MATERIALS THROUGHOUT THE SCHOOL SYSTEM**

- 10.1 Subject to the Board's *Distribution of Materials Policy and Administrative Procedures 400.08*, the Board shall allow the County to distribute promotional materials and brochures for the County's cultural and recreational programs throughout Board facilities. Any material intended for Board staff and/or students may be forwarded directly to the schools in either hardcopy or electronically. The Board will allow the County to use the Boards' courier system to a maximum of once per month for distribution of said materials. The County, in return, shall post promotional materials and brochures for school/Board special events and functions in accordance with the County's applicable Policy and Procedures.

## **11. ADMINISTRATION**

- 11.1 Each party to this Agreement shall keep an accurate accounting of costs mutually approved on the implementation of this Agreement.
- 11.2 Each party shall track the use of their respective facilities by the other Party and shall make this information available to the other Party annually or more frequently upon request; via a report which should include the following information:
- Name of facility.
  - Location.
  - Date of use.
  - Hours of rental.
  - Cost(s) of rental.
  - Costs(s) of rental for the public (for comparison purposes).
- 11.3 For reporting purposes, each party will provide an accurate accounting as requested.
- 11.4 The parties listed below shall meet 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:

For the Board:

- Superintendent of Business & Treasurer
- Manager of Communications & Community Relations
- Executive Assistant, Corporate Services

For the County:

- Director, Facilities & Parks
- Director, Community Relations
- Parks and Facilities Manager
- Recreation Supervisor, Operations Department

## **12. INDEMNITY**

- 12.1 The County agrees to defend, indemnify and save harmless the Board and its directors, officers, employees, agents, successors and assigns against any and all demands, claims, damages, costs (including reasonable legal fees), expenses, liabilities and causes of action, suffered by the Board with respect to Third Party Liability, which may arise out of the County's use of the Board lands or premises pursuant to this Agreement, save and except those liabilities arising as a result of the Board's negligence. The County agrees to respond to and defend the Board with respect to any claims filed against the Board as a result of the County's use of Board facilities. The County shall obtain and maintain during the term of this Agreement, Third Party Liability Insurance issued by an insurer licensed to do business in Ontario, in the minimum amount of \$10 million per occurrence, which includes a severability of interest and cross liability clause and which names the Board as an additional insured.
- 12.2 The Board agrees to defend, indemnify and save harmless the County and its directors, officers, employees, agents, successors and assigns against any and all demands, claims, damages, costs (including reasonable legal fees), expenses, liabilities and causes of action, suffered by the County with respect to Third Party Liability, which may arise out of the Board's use of County lands or premises pursuant to this Agreement, save and except those liabilities arising as a result of the County's negligence. The Board agrees to respond to and defend the County with respect to any claims filed against the County as a result of the Board's use of County facilities. The Board shall obtain and maintain during the term of this Agreement, Third Party Liability Insurance issued by an insurer licensed to do business in Ontario, in the minimum amount of \$10 million per occurrence, which includes a severability of interest and cross liability clause and which names the County as an additional insured.
- 12.3 Each party shall file with the other, a Certificate of Liability Insurance naming the other party as an additional insured and endorsed to provide 30 days' notice of cancellation, expiration or revocation.

## **13. DISPUTE RESOLUTION**

- 13.1 In the event of a dispute with respect to any matter arising out of this Agreement, such dispute shall be brought to the Superintendent of Business & Treasurer and Director, Community Relations, as the case may be. If the dispute is still not able to be resolved, such dispute shall be referred to Arbitration in accordance with the Arbitration Act, 1991.

## **14. TERM AND TERMINATION**

- 14.1 This Agreement comes into effect upon execution by both parties hereto and continues in force until June 30, 2019. It shall continue in force from year-to-year thereafter from the 1st day of July each year.

- 14.2 Despite the foregoing, the terms of this Agreement may be reviewed on an annual basis and amended by mutual consent by the County of Brant Recreation Supervisor and/or Parks and Facilities Manager and the Board's Superintendent of Business & Treasurer and Manager of Communications.
- 14.3 Despite the foregoing, this Agreement may be terminated by either party where cause exists, a period of 30 days has lapsed following such notice, without such remedial action having occurred and this Agreement shall terminate accordingly.
- 14.4 Either Party may terminate this Agreement at any time by giving no less than six month's written notice of such termination to the other party.

## 15. NOTICE

Any notice or other document required or permitted to be given to any of the parties shall be validly given if delivered personally; or received by electronic mail; or sent by regular mail postage prepaid as follows:

- a) To the County:

Lesley Head  
Director – Recreation & Community Development  
15 Curtis Avenue North  
Paris, ON N3L 3W1

519-442-1818, Ext. 3203  
Facsimile: 519-442-2162  
Email: lesley.head@brant.ca

- b) To the Board:

Tom Grice  
Superintendent of Business & Treasurer  
Brant Haldimand Norfolk Catholic District School Board  
322 Fairview Drive, P.O. Box 217  
Brantford, ON N3T 5M8

519-756-6505, Ext.272  
Facsimile: 519-756-1012  
Email: tgrice@bhncdsb.ca



Any notice or document so mailed shall be deemed to have been received on the fourth business day after mailing. Any notice or document delivered or sent by electronic mail shall be deemed to have been received on the date of such delivery; unless an out of office notification is received, provided that it is received within normal business hours on a business day and, if not, then it shall be deemed to have been received on the next business day. Each party may, at any time, give notice in writing of a new address to which any such notice or document shall thereafter and until further notice is sent.

**IN WITNESS WHEREOF** the parties hereto have set their corporate seals duly attested by the hands of their proper signing officers in that behalf.

**SIGNED, SEALED and DELIVERED**

**BRANT HALDIMAND NORFOLK CATHOLIC DISTRICT SCHOOL BOARD**

In the presence of:

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Rick Petrella, Chair of the Board

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Tom Grice, Superintendent of Business & Treasurer

**THE CORPORATION OF THE COUNTY OF BRANT**

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David Bailey, Mayor

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Witness

\_\_\_\_\_  
Heather Boyd, County Clerk

**SCHEDULE A  
FACILITIES INCLUDED UNDER THIS AGREEMENT  
BRANT HALDIMAND NORFOLK CATHOLIC DISTRICT SCHOOL BOARD**

<b>School Name</b>	<b>Location</b>	<b>Description</b>
Blessed Sacrament School	185 King Street West Box 370 Burford, ON N0E 1A0	Elementary Library Gymnasium – Single/Change Room Soccer Field
Holy Family Catholic Elementary School	20 Sunset Drive Paris, ON N3L 3W4	Elementary Library Gymnasium – Single/Change Room
Sacred Heart Catholic Elementary School	180 Grandville Circle Paris, ON N3L 0A9	Elementary Library Gymnasium – Double/Change Room Sports Field
St. Teresa School	12 Dalewood Avenue Brantford, ON N3T 0M5	Elementary Library Gymnasium – Single/Change Room Field

**SCHEDULE A  
FACILITIES INCLUDED UNDER THIS AGREEMENT  
COUNTY OF BRANT**

Facility	Ice	Banquet Hall	Meeting Room	Conference Room	Ball Diamond	Soccer Field	Picnic Shelter	Picnic Area	Other
<b>Brant West</b>									
<b>Airport Community Centre</b> 3 Airport Road, Brantford		x							
<b>Burford Community Centre</b> 14 Potter Drive, Burford	x	x 170 Capacity	x 35 Capacity		x 3	x 4			x Kitchen
<b>Burford Splash Pad</b> 14 Potter Drive, Burford									x
<b>Lions Centennial Park</b> 78 Maple Avenue North, Burford							x		
<b>Scotland Community Centre</b> 85 Simcoe Street, Scotland			x 2 30 Capacity						x Gymnasium, Single x Kitchen
<b>Paris</b>									
<b>Brant Sports Complex</b> 944 Powerline Road, Paris	x 2	x	x 2	x					
<b>Charlton Park</b> 252 Grand River Street North, Paris						x			
<b>Green Lane Sports Complex</b> 8 Green Lane, Paris					x 4	x 2	x		x Volleyball
<b>Lions Park</b> 36 Laurel Street, Paris					x		x	x 2	x Amphitheatre
<b>Paris Community Pool/Splash Pad</b> 80 Laurel Street, Paris									x
<b>Paris Optimist Park</b> 3 Catherine Street, Paris					x	x			
<b>Syl Apps Community Centre</b> 51 William Street, Paris		x 265 Capacity			x				x Turf x Lobby x Kitchen x Parking Lot

Facility	Ice	Banquet Hall	Meeting Room	Conference Room	Ball Diamond	Soccer Field	Picnic Shelter	Picnic Area	Other
<b>South Brant</b>									
<b>Mount Pleasant Park</b> 555 Burtch Road, Mount Pleasant					x	x	x		
<b>Brant Onondaga Park</b> 23 Brant School Road, Brantford						x			
<b>South Dumfries</b>									
<b>King William Park</b> 52 King William Street, St. George					x		x		
<b>St. George Splash Pad</b> 87 Sunnyside Drive, St. George									x
<b>South Dumfries Community Centre</b> 7 Gaukel Drive, St. George	x	x 300 Capacity	x 50 Capacity		x 2				x Kitchen
<b>Sunny Hill Park</b> 87 Sunnyside Drive, St. George						x	x		

All Facility Rentals are required to follow the applicable facility rules and regulations and abide by the County of Brant Recreation Facility Booking Policy CSD-2015-02 and the Respect and Responsibility Policy CSD-2015-01 both of which can be found on the County of Brant website: [www.brant.ca](http://www.brant.ca).

## **SCHEDULE B**

### **FEES and CHARGES of EACH PARTY**

#### **BRANT HALDIMAND NORFOLK CATHOLIC DISTRICT SCHOOL BOARD**

*(all fees are subject to change with 30 days' notice)*

1. Annual custodial fees to open/close a school, to flush water at a school, to set-up and clean the space used by the permit holder, etc.:
  - a. Custodial Rate at Time and One-Half = \$45/hour (chargeable if the custodian is required to perform the duties as listed above outside of regular working hours).
2. Refer to the Brant Haldimand Norfolk Catholic District School Board *Community Use of Schools Policy and Administrative Procedures 400.05 Appendix A – Rental Fees*.
3. Appendix A – Rental Fees, refer to Type '6' for applicable rates.

## Appendix A

### Rental Fees

Permit Type	Type 1 Affiliated Groups	Type 1-A Non-Profit Youth and Other	Type 1-B Non-Profit Adult	Type 2 Non-Profit (Other)	Type 3 Commercial, Private User	Type 4 BHNCDDB School / Board Use	Type 5 Non-Profit Priority Schools	Type 6 BHNCDDB Affiliated Groups	Type 6-A BHNCDDB Affiliated - Leases	Type 7 Polling Stations
	n/a	Cubs, Scouts, Brownies, etc.  Red Cross  Groups donating to charities or to the BHNCDDB an amount of money greater than the fee charged for the use of the facility.	St. John's Ambulance  Approved Health Unit Activities (Example: exercise class)  Short-term use by municipal emergency services.	Fundraising Events  Tournaments  Amateur Drama Clubs  Non-affiliated Community / Cultural Groups  Other Educational Groups (Colleges and Universities)  Union / Federation events  School Alumni Activities NOT sanctioned by the school principal  Non-affiliated Adult Recreation	Commercial Enterprises  Non-Catholic Church Services  Professional Theatre Groups  Private Individuals  Private Fitness and Dance Instructional Groups	Student and staff events sanctioned by the School administrator  School Clubs  School Council Meetings  Administrative or other staff meetings  School sports teams	n/a	Before & After School Children's Recreation Providers (Programs) (not including tournaments)  Catholic Church and Catholic Church affiliated group events.  BHNCDDB employee recreation (see definition).  School Alumni events sanctioned by the school principal.	Non-Profit Childcare (who have lease agreements with the Board)	must cost recover custodial  must provide security for duration of each booking
<b>Indoor Space Types – Hourly Rental Rate</b>										
Classroom	Subsidy	n/a	75%	50%	0%	n/a	100%	100%	100%	100%
	Fee	n/a	\$3.75	\$7.50	\$15.00	n/a	\$0.00	\$0.00	\$0.00	\$0.00

Permit Type	Type 1 Affiliated Groups	Type 1-A Non-Profit Youth and Other	Type 1-B Non-Profit Adult	Type 2 Non-Profit (Other)	Type 3 Commercial, Private User	Type 4 BHNCDDB School / Board Use	Type 5 Non-Profit Priority Schools	Type 6 BHNCDDB Affiliated Groups	Type 6-A BHNCDDB Affiliated - Leases	Type 7 Polling Stations
Cafeteria (no kitchen use) Subsidy Fee	n/a	100%	75%	50%	0%	n/a	100%	100%	100%	100%
	n/a	\$0.00	\$12.50	\$25.00	\$50.00	n/a	\$0.00	\$0.00	\$0.00	\$0.00
Library (Elementary) Subsidy Fee	n/a	100%	75%	50%	0%	n/a	100%	100%	100%	100%
	n/a	\$0.00	\$7.50	\$15.00	\$30.00	n/a	\$0.00	\$0.00	\$0.00	\$0.00
Library (Secondary) Subsidy Fee	n/a	100%	75%	50%	0%	n/a	100%	100%	100%	100%
	n/a	\$0.00	\$10.00	\$20.00	\$40.00	n/a	\$0.00	\$0.00	\$0.00	\$0.00
Single Gym Subsidy Fee	n/a	100%	75%	50%	0%	n/a	100%	100%	100%	100%
	n/a	\$0.00	\$10.00	\$20.00	\$40.00	n/a	\$0.00	\$0.00	\$0.00	\$0.00
Double Gym Subsidy Fee	n/a	100%	75%	50%	0%	n/a	100%	100%	100%	100%
	n/a	\$0.00	\$15.00	\$30.00	\$60.00	n/a	\$0.00	\$0.00	\$0.00	\$0.00
Triple Gym Subsidy Fee	n/a	100%	75%	50%	0%	n/a	100%	100%	100%	100%
	n/a	\$0.00	\$25.00	\$50.00	\$100.00	n/a	\$0.00	\$0.00	\$0.00	\$0.00
<b>Outdoor Space Types – Hourly Rental Rate</b>										
Parking Lot Subsidy Fee	n/a	100%	100%	100%	100%	100%	100%	100%	100%	100%
	n/a	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Sports Field Subsidy Fee	n/a	100%	100%	100%	100%	100%	100%	100%	100%	100%
	n/a	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Other Charges</b>										
Flushing Fee (flat rate – to be charged only on weekends, PA Days or other days where a custodian is not normally at the school)	n/a	\$60.00	\$60.00	\$60.00	\$60.00	n/a	\$60.00	\$60.00	\$0.00	\$60.00

Permit Type	Type 1 Affiliated Groups	Type 1-A Non-Profit Youth and Other	Type 1-B Non-Profit Adult	Type 2 Non-Profit (Other)	Type 3 Commercial, Private User	Type 4 BHNCDDB School / Board Use	Type 5 Non-Profit Priority Schools	Type 6 BHNCDDB Affiliated Groups	Type 6-A BHNCDDB Affiliated - Leases	Type 7 Polling Stations
Custodial Fees	n/a	25 % of actual costs	25 % of actual costs	50 % of actual costs	100 % of actual costs	n/a	0 %	100 % of actual costs	0%	100 % of actual costs
Permit Application Fees	n/a	\$25.00 to a maximum of \$100.00 per year	\$25.00 to a maximum of \$100.00 per year	\$25.00 to a maximum of \$100.00 per year	\$25.00 to a maximum of \$100.00 per year	n/a	\$ 0.00	\$25.00 to a maximum of \$100.00 per year	\$0.00	\$25.00 to a maximum of \$100.00 per year
Maintenance Fee	n/a	\$5 per booking	\$5 per booking	\$5 per booking	\$5 per booking	n/a	\$5 per booking	n/a	n/a	\$5 per booking
Insurance	n/a	*must purchase or provide	*must purchase or provide	*must purchase or provide	*must purchase or provide	n/a	*must purchase or provide	*must purchase or provide	*must purchase or provide	*must purchase or provide
Security Access Card Fee	n/a	\$10 per card	\$10 per card	\$10 per card	\$10 per card	n/a	\$10 per card	\$10 per card	n/a	\$10 per card
Cancellation Fees (Cancellation fees to be charged based on the date of the booking)	n/a	\$25 if cancellation is < 5 business days  \$50 + Warning if booking is not cancelled and non- attendance	\$25 if cancellation is < 5 business days  \$50 + Warning if booking is not cancelled and non- attendance	\$25 if cancellation is < 5 business days  \$50 + Warning if booking is not cancelled and non- attendance	\$25 if cancellation is < 5 business days  \$50 + Warning if booking is not cancelled and non- attendance	n/a	*	\$25 if cancellation is < 5 business days  \$50 + Warning if booking is not cancelled and non- attendance	n/a	n/a
	<p>* Fees subject to the limits of Ministry of Education Priority School Funding.</p> <p>** Catholic Church and Catholic Church affiliated groups are asked to contact the Plant Assessment &amp; Community Use Secretary to confirm fees.</p> <p>All costs are subject to HST in addition to fees or hourly rates.</p> <p>Subsidies are based on the defined percentage of our commercial rates.</p>									



## THE CORPORATION OF THE COUNTY OF BRANT

Current fees and charges can be found at: [www.brant.ca](http://www.brant.ca).

Fees and charges are in effect from January 1 - December 31, annually.

All requested use by Schools (field, ice, hall, turf) must be processed through the Facility Booking Office.

### Facility Booking Fee (Sports Facilities)

1. BHNCD SB Ice Rental per class (maximum 30 students) applies to Ice Bookings.
2. Special Events (i.e., graduation ceremonies) will be charged a minimum four-hour Facility Booking Fee.
3. Set-up fee may be required at the discretion of the Facility Supervisor; based on the event requirements.

### Field/Baseball Diamond Rates

If/when preparation of these facilities are required (i.e., lining the diamonds) applicable fees will apply in accordance with the County's Fees and Charges By-law.

### Paris Community Pool

The County will charge a Facility Booking Fee (Paris Community Pool) where applicable, at the rates set-out in the County's Fees and Charges By-law.

Number of Bathers on the Deck and in the Pool	Minimum # of Lifeguards Required
0-30	2
31-75	3
76-150	4
151-175	5

### Picnic Areas/Picnic Shelters

Picnic areas/shelters are available for use by schools. If a school would like to use a picnic area/shelter and not reserve it; there is no fee. If a school would like exclusive use of a picnic area/shelter ensuring the space is reserved, the Picnic Shelter Facility Booking fee as set out in the County's Fees and Charges By-law shall apply.

### Tournaments

Internal Tournament - Tournaments arranged by a school with participation from schools within the jurisdiction of the BHNCD SB.

External Tournament - Tournaments arranged by a school with participation from schools outside the jurisdiction of the BHNCD SB.

For tournaments that require sports field preparation, the applicable fee will be applied. For scheduled tournament games (ice), a minimum three-hour Facility Booking Fee will be applied.

**Brant Haldimand Norfolk Catholic District School Board  
Joint Use of Facilities Agreement Fee Listing**

<b>Facility</b>	<b>JUFA Fees 8:00 am - 4:00 pm Non-Prime</b>	<b>JUFA Fees Evening/Weekends Prime</b>	<b>Public (Youth) Rental Fees</b>
<b>Brant Sports Complex</b> • Community Room	No charge	\$7.38 per hour	\$29.50 per hour
<b>Brant Sports Complex</b> • Ice up to 30 students	\$20.00 per hour	\$35.31 per hour	\$141.25 per hour
<b>Burford Community Centre</b> • Community Room	No charge	\$7.56 per hour	\$30.25 per hour
<b>Burford Community Centre</b> • Ice up to 30 students	\$20.00 per hour	\$35.31 per hour	\$141.25 per hour
<b>Green Lane Sports Complex</b> • Beach Volleyball Courts	No Charge	\$3.75 per court every 2 hours	\$15.00 per court per hour
<b>Paris Community Pool &amp; Splashpad</b> • Up to 30 patrons per lifeguard	\$20.00 per hour per lifeguard based on the # of patrons	\$21.25 per hour per lifeguard based on the # of patrons	\$85.00 per hour
<b>Scotland Community Centre</b> • Gymnasium	No charge	\$8.60 per hour	\$34.38 per hour
<b>Scotland Community Centre</b> • Meeting Room	No charge	\$7.31 per hour	\$29.25 per hour
<b>South Dumfries Community Centre</b> • Community Room	No charge	\$7.56 per hour	\$30.35 per hour
<b>South Dumfries Community Centre</b> • Ice up to 30 students	\$20.00 per hour	\$35.31 per hour	\$141.25 per hour
<b>Syl Apps Community Centre - Commemorative Hall</b> • Special Event - minimum 4-hour booking	\$80.00 per visit	\$116.25 per visit	\$465.00 per 4-hour booking
<b>Syl Apps Community Centre - Turf Rental</b> • Up to 30 students	\$20.00 per hour	\$30.31 per hour	\$120.50 per hour

<b>Activity / Venue</b>	<b>JUFA Fees 8:00 am - 4:00 pm Non-Prime</b>	<b>JUFA Fees Evening/Weekends Prime</b>	<b>Public (Youth) Rental Fees</b>
<b>Amphitheatre</b>	No Charge	\$2.88 per hour	\$11.50 per hour
<b>Athletic Fields</b> • Ball fields and soccer pitches – No grooming/lining required	No charge	\$4.56 per every 2 hours	\$18.25 per 2-hour booking

<b>Activity / Venue</b>	<b>JUFA Fees 8:00 am - 4:00 pm Non-Prime</b>	<b>JUFA Fees Evening/Weekends Prime</b>	<b>Public (Youth) Rental Fees</b>
<b>Athletic Fields</b> <ul style="list-style-type: none"> <li>• Ball fields and soccer pitches <ul style="list-style-type: none"> <li>– With grooming and lining / Tournaments</li> </ul> </li> </ul>	\$18.50 per field per every 2 hours	\$8.50 per field 2 hours	\$25.50 per game
<b>Facility Booking Fee – Special Events</b> <ul style="list-style-type: none"> <li>• Minimum 4-hour booking fee <ul style="list-style-type: none"> <li>– Brant Sports Complex – Lafarge Hall</li> <li>– Burford Community Centre – Upper Hall</li> <li>– South Dumfries Community Centre – Upper Hall</li> </ul> </li> </ul>	\$80.00 per visit	\$91.25 per visit	\$365.00 per 4-hour booking
<b>Ice - Scheduled Games Minimum</b> <ul style="list-style-type: none"> <li>• 4-hour booking fee</li> </ul>	\$60.00 per ice pad	\$141.25 per ice pad	\$565.00 per 4-hour booking
<b>Ice – Tournaments</b>	\$67.25 per hour	\$144.25 per hour	\$144.25 per hour
<b>Open Picnic Area</b>	No Charge	\$15.82 per use	\$63.25 per use
<b>Outdoor Special Events</b> <ul style="list-style-type: none"> <li>• Parking lot use, sports field or park use beyond designation use or at the discretion of the Facilities &amp; Park Manager</li> </ul>	No Charge	\$34.50 per use	\$138.00 per use
<b>Picnic Area - Open</b>	No Charge	\$15.82 per use	\$63.25 per use
<b>Picnic Shelter</b>	No Charge	\$26.25 per use	\$105.00 per use
<b>Roller Skating</b> <ul style="list-style-type: none"> <li>• Skate rental per child</li> </ul>	\$2.66 per pair	\$2.66 per pair	\$2.66 per pair

## SCHEDULE C

### RULES AND REGULATIONS

#### 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 can be found at [www.bhncdsb.ca](http://www.bhncdsb.ca)

#### **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 always during the rental 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. 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.

#### **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 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 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. 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) and fragrances (perfumes)** 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, ball hockey, baseball, gymnastics, bubble soccer and drone use are not permitted at any Board-owned facility.

Permit holders are not permitted to move retractable dividers, adjustable basketball nets, bleachers or any other mechanized equipment. Adjustments are to be made by the school custodian or qualified facility staff only with three days' notice prior to the event.

### **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 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.

### **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.

### **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, Ext. 222. 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. A critical injury also includes 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 D

### RULES & REGULATIONS

#### THE CORPORATION OF THE COUNTY OF BRANT

Rules & Regulations pertaining to the safe use of County of Brant recreational facilities is outlined in the *Facility Booking Policy CMS-2015-02* at [www.brant.ca](http://www.brant.ca).

Rules & Regulations pertaining to equitable ice allocation, ice facility operations, and conditions for ice rentals are outlined in the *Sport Facility Allocation Policy CMS-2016-01* at [www.brant.ca](http://www.brant.ca).

All patrons are expected to behave in an acceptable manner as identified in the *Respect & Responsibility Policy CMS-2015-01* at [www.brant.ca](http://www.brant.ca).

Site Specific Rules are posted at all facilities.

Serving or selling of food and beverage or services must be approved by County staff.

Information on organizing of special events can be found in the County of Brant *Special Events Application Resource Manual* at [www.brant.ca](http://www.brant.ca).