

# Facility Use

## Standard Operating Procedure

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For more information please contact

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or Darren Thomas: [DThomas@mbschoolboards.ca](mailto:DThomas@mbschoolboards.ca)

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# Temporary Use

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## Community Use

Due to the increased liability exposure directly associated with renting out a division owned facility, it is a **mandatory requirement** that all outside user groups utilizing public school facilities carry a minimum of \$2,000,000 liability coverage with respect to their operations, adding the division as an additional insured.

Some groups or individuals may already have access to liability insurance from their parent organizations and should confirm for themselves whether such insurance exists before purchasing an additional policy. **Proof of such insurance must be provided to the division before the outside user has access to the facility.**

For those in need of a policy, HUB/Milnco offers an easy and affordable option through the Schools Facility User Insurance Program.

## Administering Applications

Insurance applications are available to the outside user from their division or school office. **It is the division's responsibility to collect the completed application and premium payment** from the user and submit to Sara Solleveld at HUB International.

- Once the application is received by HUB, an email confirmation of coverage will be sent back to the division.
- Please hold the premium payments. All outside user policies for that month will be billed to the division in bulk by the end of the month.

## Report an Outside User Claim

In the event of an outside user claim, please contact [sara.solleveld@hubinternational.com](mailto:sara.solleveld@hubinternational.com) and [DThomas@mbschoolboards.ca](mailto:DThomas@mbschoolboards.ca)

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# Application for Insurance

## OUTSIDE USER POLICY; APPLICATION FOR USE OF SCHOOL FACILITIES – PART 1

### Introduction:

The purpose of this Outside User Policy/Application is to manage and reduce the risk of injury to persons using school facilities or grounds. The school Division (“**DIVISION**”) acknowledges that school facilities are an integral part of the community. It is to the benefit of the individual / group wishing to use school property to take all reasonable steps to reduce the risk of such injury. **DIVISION** therefore requires that you (the outside user/applicant, herein called **APPLICANT**) demonstrate to the satisfaction of **DIVISION** that there will be sufficient controls in place to follow the conditions of the permit and to prevent foreseeable harm or property damage related to activities at the event. **DIVISION** has developed this Outside User Policy in order to:

- Establish rules for the use and operation of school facilities by outside individuals and user groups.
- Promote safe, responsible use of these facilities.
- Reduce the risk of injuries/property damage and subsequent liability risk.

Even small groups holding low-risk functions such as meetings, conferences, 75th birthdays, wedding showers, hall-walkers, square dancing and similar functions may be vulnerable to lawsuits for injuries that arise out of their activities. User groups and their organizers are not covered under the school board’s liability insurance, and should therefore obtain liability insurance for their activities, or confirm with their insurance broker that they are covered under their homeowners insurance policy.

Individuals or groups running organized or higher risk activities such as using the gym for sports, using the shops for projects, using athletic field(s) for sports or sponsoring an event/function where tickets are sold, involving alcohol, or where attendance exceeds 150 persons, face greater risk and should therefore ensure they have liability insurance coverage to protect themselves from lawsuits for injuries (a minimum of \$2,000,000 coverage is recommended).

Various outside groups may have access to liability insurance from their parent organizations such as Sport Manitoba, Boy Scouts, Girl Guides etc. and should confirm for themselves whether such insurance exists for them. Local Recreation Commissions may have insurance that would cover the proposed activity. **An alternate source of liability insurance is available through the DIVISION.**

**APPLICANTS** will not be permitted use of facilities unless they accept the **Conditions** printed herein. **APPLICANT**/permit holder hereby agrees to indemnify and save

**DIVISION** harmless from all claims arising from the event/function.

### Conditions:

1. The building/facility will be available for use only upon presentation of this permit to the Caretaker in charge.
2. The building/facility is to be used only on the date or dates, and hours, and for the purpose specified.
3. If a program requires the use of more than one room **APPLICANT** must provide one adult supervisor for each room in use.
4. The members of any group or organization or spectators while in a school building must be under the immediate supervision and control of a competent and trustworthy adult who will undertake personally to be responsible to the Caretaker for the due observance of the requirements of the **DIVISION**. The name(s) of the supervising adults(s) must be entered on the application for permit.
5. Buildings/facilities shall not be used for private gain except if specifically approved under this permit.
6. No liquor is to be brought onto, served and/or consumed on the premises without specific approval of the Board and an occasional permit from the Manitoba Liquor Control Commission.
7. Non-alcoholic beverages and food may only be brought into the building/facility with the permission of the supervisor and may only be served in designated areas.
8. Glass bottles or containers may not be brought into auditorium/gymnasium areas.
9. The times listed on the permit are the times in which participants can enter the building/facility and must be completely clear of the building.
10. All aisles and exits must be kept clear.
11. Aisles must be maintained as shown on auditorium seating plans.
12. Any entertainment is to be of a high moral standard.
13. Without written permission from the director of buildings/designate, no structure or apparatus should be placed upon or be erected on school property (permission indicated on this permit).
14. School Equipment, such as gymnasium mats and apparatus, cannot be used without permission (indicated on this permit).
15. **SMOKING IS STRICTLY PROHIBITED IN ALL SCHOOL BUILDINGS.**
16. Organizations granted continued use of schools, must give one week’s notice in writing before the date of discontinuance. **DIVISION**, however, reserves the right to discontinue any permit on short notice.
17. Permits are not transferable.
18. **APPLICANT**/permit holder will protect, indemnify and save harmless **DIVISION**, its servants or agents, of and from all claims for damages that may arise out of the use of buildings/facilities/grounds by **APPLICANT**/permit holder.
19. **APPLICANT**/permit holder shall be responsible for any loss or damage to the building or equipment resulting from use by him or any other persons whomsoever covered by the permit. A certificate by the Director of Buildings/designate shall be evidence of such loss or damage and **APPLICANT**/permit holder shall pay the amount of such loss or damage upon demand being made on him by the Secretary-Treasurer of **DIVISION**.
20. The application of powder, wax or any other preparation to gymnasium or auditorium floors for dancing purposes is prohibited.
21. Immediately following each program, the caretaker shall inspect the facilities used for evidence of damage or improper use. **APPLICANT**/permit holder should accompany the caretaker during this inspection and sign the permit checklist form.
22. Appropriate footwear (athletic shoes with white soles) must be worn in Gymnasiums for sports activities.
23. Permits are subject to all bylaws of the Municipality and regulations thereunder governing the use of public buildings in said Municipality.
24. Improper use of school property, for the use of which a permit has been granted, will result in immediate cancellation of the permit.
25. Permission to use specially equipped rooms such as Home Economics, Industrial Arts, Shops, etc. may only be granted after the Principal of the School has approved the appointment of the instructor(s) who will be in charge of such room(s).
26. No admittance charge shall be made or tickets sold in advance, or a collection of any kind taken, unless the intention to make such charges, sell such tickets, or take a collection is stated on the application for permit, and is approved.
27. Permission to use facilities in a school does not carry with it the right to use any moveable apparatus in the school. Special application must be made for the privilege. Specific use shall be shown on the permit.

Please complete Application For Use of School Facilities – Part 2 on next page.

**OUTSIDE USER POLICY:**  
**APPLICATION FOR USE OF SCHOOL FACILITIES – PART 2**

**\*\* 7% Retail Sales Tax (RST) is applicable to insurance contracts therefore must be added to the premiums indicated below**

**PLEASE PRINT**

School Division/District: \_\_\_\_\_ School: \_\_\_\_\_

APPLICANT: \_\_\_\_\_ Name of Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_ Postal Code: \_\_\_\_\_ Telephone: \_\_\_\_\_

Time of Use applied for: From: \_\_\_\_\_  AM  PM Date: \_\_\_\_\_ To: \_\_\_\_\_  AM  PM Date: \_\_\_\_\_

Particulars of Activity: \_\_\_\_\_

Number of Participants Expected: \_\_\_\_\_ Approximate age of participants ("adults" or "children"): \_\_\_\_\_

Name of Supervisors: \_\_\_\_\_ Telephone: \_\_\_\_\_

**Requirements: (Facilities/equipment)**

- Gymnasium  Music room  Classroom # \_\_\_\_\_  Shops  Theatre  Multi-purpose room  Soccer/baseball field
- Other: \_\_\_\_\_
- Type and Quantity of Equipment, if required: \_\_\_\_\_

**Fees:**

- 1. Use of Facilities \$ \_\_\_\_\_
- 2. Use of Equipment \$ \_\_\_\_\_
- 3. Caretaker \$ \_\_\_\_\_
- 4. Security \$ \_\_\_\_\_
- 5. Liability Insurance Prem. (from chart at right) \$ \_\_\_\_\_
- 6. Retail Sales Tax (7%) \$ \_\_\_\_\_
- 7. Other – described below \$ \_\_\_\_\_
- 8. TOTAL \$ \_\_\_\_\_

OUTSIDE USER LIABILITY INSURANCE RATES - \$2,000,000 COMMERCIAL GENERAL LIABILITY				
SPORTS	Number of Participants	Premium *		
		One Day	Two Days	Seasonal
Badminton, Dance Lessons, Horseshoes, Tennis	1-25	\$25	\$50	\$75
	26-100	\$50	\$100	\$150
	101-250	\$75	\$150	\$225
	Over 250	Refer	Refer	Refer
Baseball, Basketball, Field Hockey, Floor Hockey, Handball, Racquetball, Soccer, Squash, Softball, Volleyball, Swimming with Lifeguard, Non-Contact Touch/Flag Football, Track & Field	1-25	\$50	\$75	\$150
	26-100	\$100	\$150	\$300
	101-250	\$150	\$225	\$450
	Over 250	Refer	Refer	Refer
Recreational Non-Contact Ball Hockey	Pick-up Max 30	\$50	\$75	\$100
		Refer	Refer	Refer
MEETINGS & OTHER EVENTS	Number of Participants	Premium		
		Day	2-3 Days	Over 3 Days of Seasonal
No Alcohol Example: Arts & Crafts, Bridge, Sewing Groups, Church Meetings, Rummage Sales, Prenatal Classes, Seniors Group Meetings, Family Reunions, Teas, Homecomings, Birthday and Anniversary Parties	1-25	\$25	\$50	\$75
	26-100	\$50	\$100	\$150
	101-250	\$100	\$200	\$300
	251-500	\$150	\$300	\$500
Over 500	Refer	Refer	Refer	
With Alcohol – add to the above premiums:	1-25	\$75	\$150	\$225
	26-500	\$125	\$250	\$375
	Over 500	Refer	Refer	Refer

Activities Not Listed - Contact Sara Solleveld at HUB International Manitoba

Other terms or conditions: \_\_\_\_\_

This is to certify that I (My organization), while occupying said facilities, will provide and be responsible for adequate adult supervision and the security of school property and will abide by all rules and regulations as established by the school and/or DIVISION. I (we) agree to pay for any damages incurred to property and/or equipment and to pay rental fees as outlined. The permit holder (user group) will protect, indemnify and hold harmless the School Division and its agents from all claims for damages that may arise out of the use of buildings or grounds by the permit holder. If liability insurance premium is not indicated above, the permit holder (user group), agrees to obtain his/her own liability insurance for this event.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ Signed (Contact person): \_\_\_\_\_

Permit approved by (Facility/Property Designate): \_\_\_\_\_ Date Issued (d/m/yr): \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

**If insurance is applied for above, submit this form to HUB International Manitoba, Attention: Sara Solleveld**

## Community Usage FAQ's

*Please note as of July 30, 2020 Community Use of Schools has been temporarily suspended by the Government of Manitoba until further notice.*

**Q:** If the user is requesting use of multiple schools, do they purchase a separate policy for each location?

**A:** As long as the user's activities and number of participants remains the same, one policy will suffice for use of various locations.

**Q:** If the user does not end up using the facility, can their premium be refunded?

**A:** Premiums can be refunded upon request, before the scheduled date of use occurs.

**Q:** Why doesn't the user pay HUB direct for their insurance policy?

**A:** HUB invoices the divisions for the policies because the master policy is in the division's name. Bulking these individual policy lines into one master program helps keep premiums affordable for our community members. In addition, it provides the division with control of premium collection. Should a user not pay their premium or have NSF, the division needs to be in full control to avoid granting access to an uninsured user.

**Q:** What does this insurance cover?

**A:**

- This insurance will cover the user for accidental property damage of the rented facility, up to \$2,000,000.
- Coverage for bodily injury claims arising from their activities as listed on their application, up to \$2,000,000
- Medical expense such as ambulance fees, hospital and professional nursing fees, necessary medical, surgical, x-ray and dental services (as a result of an accident during facility usage), up to \$2,500.

## Division Use of Third Party Facilities

There are many reasons a school or division may rent a third party facility short term.

- Choir rehearsals and performances
- Bake sales
- Field trips
- Student practicums
- Additional space required to accommodate class size

It is normal practice to have to provide evidence of liability insurance with respect to the operations of the division. Should you require a Certificate of Insurance for your division's use of third party facilities, please contact:

[sara.solleveld@hubinternational.com](mailto:sara.solleveld@hubinternational.com) and [DThomas@mbschoolboards.ca](mailto:DThomas@mbschoolboards.ca) with the following information:

- Date(s) of use
- Requesting school name
- Name and full address of facility being utilized
- A copy of the use agreement - insurance requirements (if applicable)

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# Long Term Lease Agreements

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## Tenants Leasing Division Facilities

It is mandatory requirement for tenants leasing division facilities to carry a minimum of \$2,000,000 liability coverage including tenants legal liability, in addition to property coverage for their contents. Tenants should also have their insurance policy contain a waiver of subrogation in favour of the division and add the division as an additional insured with a minimum of 30 days' notice of cancellation or material change in coverage.

Please note that the division should not be required to name third party tenants as additional insureds. It is strongly recommended that legal counsel review all agreements before they are signed.

## Third Party Child Care Operations

Third party child operators are not covered under the Manitoba Schools Insurance Program. In order to operate in a division owned facility, all child care providers are required to carry their own property (contents) coverage as well as a minimum of \$2,000,000 (\$5,000,000 is recommended and preferred) third party liability limit including tenants legal liability. The child care provider should also have their insurance policy contain a waiver of subrogation in favour of the division and add the division as an additional insured with a minimum of 30 days' notice of cancellation or material change in coverage.

Please note that a division should not name third party child care providers as additional insureds. It is strongly recommended that legal counsel review all agreements before they are signed.

## Division Leasing Third Party Facilities

Should a division wish to lease a facility or space long term (more than one month), coverage is provided through the Manitoba Schools Insurance Program. All lease agreements are to be reviewed by HUB to ensure current coverage is sufficient.

Please contact [sara.solleveld@hubinternational.com](mailto:sara.solleveld@hubinternational.com) and [DThomas@mbschoolboards.ca](mailto:DThomas@mbschoolboards.ca) with a copy of the current lease agreement to receive confirmation and proof of coverage.

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