



# LOWER KOOTENAY BAND

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## **FACILITIES, GROUNDS and EQUIPMENT POLICY**

### **Purpose:**

To provide guidance on the use of Lower Kootenay Band Facilities, Grounds or Equipment, including limitations and conditions of use.

### **Background:**

Special conditions apply to the use of the Kitchen to ensure safety, sanitation and health. There are also conditions which pertain to the operation of appliances, cleaning and food storage.

### **Responsibility:**

Anyone renting space from LKB must have an LKB member sponsor them. That LKB member will be responsible for the cleaning of the space booked, in the event that it is not left in good condition.

### **Fee Schedule:**

- 1) The rental of the Kitchen and Gym is free of charge for the Lower Kootenay Administration, Lower Kootenay Education Society, Lower Kootenay Band Members or Groups/ Organizations sponsored by the Lower Kootenay Band or a Lower Kootenay Band member (Members).
- 2) All other groups/ organizations (Non-Members) wishing to rent the Kitchen and Gym facilities will follow the fee schedule listed below.
- 3) Fee payment arrangements should be made clear and in advance to the renter by the Lower Kootenay Band.
- 4) The Lower Kootenay Band reserves the right to request a down payment or payment in full ten days prior to the event.
- 5) A Rental Agreement for the Kitchen or Gym must be signed prior to use.
- 6) The Chief Operating Officer has the right to adjust or waive the rental fee, for such groups as non-profit, charities or in exchange for services.

The following fees are applicable:

Facility	Cost/ hour	Cost/ day
Gymnasium		\$50
Kitchen		\$50
Boardroom		\$50
Ball Diamond		To be determined
Other		To be determined

**Damage Deposit:**

A \$100.00 Damage Deposit is required prior to any event. The damage deposit will only be returned to the renter if all conditions are met, and there are no damages, missing equipment or additional cleaning required.

**Orientation:**

The responsible individual for any rental will ensure that they have received an orientation on the use and care of the LKB facilities. This orientation will be scheduled through the LKB Administration Office.

**Appliances:**

Anyone using the appliances shall follow the operating instructions posted in the kitchen for the appliance. Problems with kitchen appliances shall be reported to the LKB Administration Office.

**Reservations:**

Users must contact the LKB Administration Assistant in advance to reserve.

Reservations are honored on a first come first served basis. Priority and Preference will be given to Members.

If a facility is reserved but not used, effectively blocking other groups, future bookings may be affected.

Cancellations must be made at least 72 hours prior to the event or an administration fee of may be charged.

The Lower Kootenay Band has the right to cancel or alter any User Agreement at any time with or without cause and no claim may be made against LKB in respect of the cancellation or alteration.

**Key Contact:** Receptionist/Admin Assistant.

GROUP:

RENTAL PURPOSE

LKB Member:

DAY(S)/DATE(S):

Anticipated Attendance:

TIME(S):

FACILITY  
TYPE:

BOARDROOM

GYMNASIUM

KITCHEN

BALL DIAMOND OTHER \_\_\_\_\_

EQUIPMENT  
REQUIRED:

SET UP  
REQUIRED:

- ✓ USE OF LKB FACILITIES DOES NOT INCLUDE EQUIPMENT UNLESS REQUESTED AND APPROVED.
- ✓ CONSUMABLES ARE FOR LKB USE ONLY AND ARE NOT FOR USE BY INDIVIDUALS OR EXTERNAL USER GROUPS.
- ✓ CERTIFICATE OF INSURANCE REQUIRED BY GROUPS **OTHER THAN** GENERAL COMMUNITY USERS & SOME NON-PROFIT GROUPS.  
See Page 2 for Terms and Conditions.

OTHER REQUIREMENTS:

LKB FOOD SERVICE

SECURITY

JANITORIAL

ORIENTATION

FACILITIES SUPPORT

OTHER: \_\_\_\_\_

FEES: \_\_\_\_\_

DAMAGE DEPOSIT: \_\_\_\_\_

OTHER: \_\_\_\_\_

REQUESTED BY:

DATE OF  
REQUEST:

I, the undersigned, have read, understand and agree to accept  personally  on behalf of

all terms and conditions outlined herein and further, accept responsibility for any damages and additional costs incurred as a result of use of LKB facilities, equipment, grounds, and agree to abide by the conditions of use as contained in the User Agreement and LKB Policies as well as LKB provincial, and federal requirements.

BILLING ADDRESS:

CITY/PROV:

POSTAL CODE:

EMAIL:

PHONE:

FAX:

SIGNATURE: (Authorized User Group Representative): \_\_\_\_\_

DATE: \_\_\_\_\_

# LOWER KOOTENAY BAND FACILITY USER AGREEMENT

The User agrees to be bound by the following terms and conditions for use of Lower Kootenay Band (LKB) facilities, grounds and equipment:

1. **INDEMNIFICATION AND HOLD HARMLESS:** The User shall indemnify and hold harmless the Lower Kootenay Band and any of its officers, employees, servants, agents, and contractors from any and all loss, liability, claims or expenses arising out of the use and/or occupation of the property belonging to the LKB by the User and any of its officers, employees, servants, agents, contractors, and volunteers, except to the extent that such loss arises from the independent negligence of the LKB.
2. **LIABILITY INSURANCE :** The User shall, without limiting its obligations or liabilities herein and at its own expense, provide and maintain the following insurances with insurers licensed in British Columbia and in forms and amounts acceptable to LKB:  
  
General liability insurance with a limit of not less than Two Million Dollars (\$2,000,000.00) (or such other amount as LKB may choose), inclusive per occurrence for bodily injury and property damage including loss of use thereof.  
  
Such insurance shall extend to cover the User, its officers, employees, servants, agents, contractors, and volunteers and shall include LKB, its officers, employees, servants, agents, contractors and volunteers as additional Insured with respect to liability arising out of the use or occupation by the User of the property belonging to LKB.
3. **INSURANCE CERTIFICATE:** The User shall provide LKB with evidence of all required insurance prior to the User's use of LKB's premises. Such evidence of insurance shall be in the form of a certificate of insurance.
4. **USER ACCEPTS THE PREMISES AT THEIR OWN RISK** and agrees that LKB has made no warranties or representations respecting its suitability or condition.
5. **RESPONSIBILITY FOR DAMAGES TO LOWER KOOTENAY BAND FACILITIES, GROUNDS AND EQUIPMENT:** The User is responsible for any and all damage to LKB's premises and property arising out of the use of LKB's premises and property. The User will pay LKB forthwith for the costs of any repairs or replacements of the LKB's premises and property.
6. **THE LOWER KOOTENAY BAND IS NOT RESPONSIBLE FOR ANY PROPERTY LEFT OR LOST ON LOWER KOOTENAY BAND'S PREMISES.**

**This contract includes the terms and conditions set out in the User Agreement, including the attached Regulations Governing the Use of LKB Facilities, Grounds and Equipment. I certify that I have read, understood and agreed to the terms and conditions of the User Agreement, including the Regulations Governing the Use of Lower Kootenay Band Facilities, Grounds and Equipment. I agree to accept the LKB's Facilities, Grounds and Equipment as indicated and to abide by the Regulations.**

**USER:** \_\_\_\_\_

**LOWER KOOTENAY BAND**

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED REPRESENTATIVE  
(must be 19 years of age or older)

\_\_\_\_\_  
LKB AUTHORIZED SIGNATURE

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

Name: \_\_\_\_\_  
Please print

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

***REGULATIONS GOVERNING THE USE OF LOWER KOOTENAY BAND FACILITIES,  
GROUNDS and EQUIPMENT***

**These Regulations form part of the User Agreement**

1. **FEES:** Pay the fees and charges as outlined in Lower Kootenay Band policies and regulations for the use of LKB facilities. Fees are due and payable before the date of the rental, and in the form specified by LKB.
2. **DEPOSIT:** The User will
3. **USE:** The User will access the facilities only as directed by LKB and will ensure that only the designated areas listed in the User Agreement are used by the User group. Only the activities listed in the User Agreement are authorized. The User will strictly adhere to the times specified in the User Agreement.
4. **EQUIPMENT:** The User will only use the equipment specified in the User Agreement and will return the equipment to its original place of storage.
5. **AUTHORITY:** The User and all participants in the User's activity/event will observe and comply with all Lower Kootenay Band, Provincial and Federal by-laws and regulations such as the BC Fire code. The User will ensure that alcoholic beverages will not be brought onto or consumed on the premises or grounds by the User group.
6. **SUPERVISION:** The User will provide adequate supervision of participants and attendees for the duration of the rental activity and will be present during the entire approved rental period.
7. **SMOKING:** The User will ensure smoking only takes place in designated areas. There is no smoking permitted within LKB buildings or facilities.
8. **REPORTING:** The User will report to LKB within forty-eight (48) hours following any accident or incident that occurred on or near LKB's premises whenever medical/first aid attention is required or loss or damage to Lower Kootenay Band property occurs.
9. **PARKING:** Only in designated areas.
10. **CANCELLATION:** The User will notify LKB of any cancellations no later than 3 days in advance of the booking. Cancellation after this date may result in fees being charged. If LKB must cancel for unforeseen circumstances, LKB will notify the User as soon as possible.
11. **TERMINATION:** The Lower Kootenay Band may terminate the agreement at any time for any breach of these Terms and Conditions by the User.
12. **LOWER KOOTENAY BAND'S RIGHT TO CANCEL OR ALTER AGREEMENT:** The Lower Kootenay Band reserves the right to cancel or alter any User Agreement at any time with or without cause and no claim may be made against LKB in respect of the cancellation or alteration.

I have read and understood these Regulations \_\_\_\_\_

# ***RULES GOVERNING THE USE OF LOWER KOOTENAY BAND FACILITIES, GROUNDS and EQUIPMENT***

## **These Rules form part of the User Agreement**

### **Conditions for Kitchen Use**

1. No dishes are to be removed from the cupboards.
2. If electric roasters or coffee pots are used, the renter must ensure that everything is unplugged and cleaned, prior to leaving the building.
3. Electric appliances and coffee servers are not to be immersed in water.
4. Do not overload outlets – one large appliance (roaster, coffee pot) per wall section.
5. Users are responsible for their own consumable kitchen supplies (plates, cups, cutlery, napkins, food, coffee, etc) to be used for their event.
6. Unused food and beverages are not to be left inside the building past the initial serving.
7. Use only refrigerators labeled \_\_\_\_\_ . All food must be removed following the event.
8. A minimum of one person in the kitchen on every shift must hold a FOODSAFE Level 1 certificate, or certificate from a course recognized as equivalent to FOODSAFE.

### **Kitchen Cleaning**

1. User will ensure that the kitchen, including all appliances, counters and floors are clean and sanitized for the next group.
2. Kitchen appliances used for an event shall be cleaned and stowed in accordance with instructions posted in the kitchen.
3. Serving utensils, pots, pitchers, platters, dishes and bowls used for an event, shall be cleaned, sanitized, dried and stowed in their proper storage location.
4. Sink strainers shall be cleaned of all debris, returned to their place and sinks wiped down.
5. Counter tops shall be cleaned, free of clutter and made ready for the next group.
6. Trash and garbage shall be collected and deposited in the LKB dumpster and new liners placed in the kitchen trashcans.
7. The floor shall be mopped.
8. All dish cloths, towels, etc. are to be taken home to wash and then returned.

### **General**

1. Proper conduct is to be displayed at all times.
2. All equipment is to be properly cared for.
3. Users are responsible for their own set-up and taking down of tables and chairs, as well as cleaning of any areas used.
4. At the conclusion of an event where food is served, it is the responsibility of the person that booked the event to make sure that the space has been left clean and that all food has been properly disposed of. All food and disposable serving containers that are to be disposed of shall be sealed in plastic bags and placed in the dumpster behind the building.
5. All other rooms other than the bathrooms are off limits, unless other arrangements have been made.
6. Athletic shoes with non-marking soles are required for athletic participation in gymnasium.
7. No dunking or hanging off rims in gymnasium.
8. Lights are to be turned off when finished with activity.
9. All doors are to be properly locked upon leaving the building.

I have read and understood these Rules \_\_\_\_\_