

DISTRICT OF FORT ST. JAMES
POLICY AND PROCEDURE MANUAL

POLICY GROUP:	Buildings and Property
POLICY NO.:	3.8
SUBJECT:	RENTAL OF DISTRICT PROPERTY
ADOPTED:	April 27, 2005
REVISED:	September 12, 2007
ADMINISTERED BY:	Public Works Superintendent and Administration

Policy: The District allows public use of District-owned portable toilets, tables, chairs and PA system.

Objective: To regulate public use of District-owned property.

Procedure:

1. The District will not make **tents** available to the general public, but will lend them to non-profit societies at the discretion of the Public Works Superintendent.
2. The District will rent portable **toilets, tables, chairs,** and the **Public Address system (PA)** on the following basis:

All bookings and payments will be handled by Administration staff.

The renter must sign a rental agreement (Form A) before pickup of the units. The rental agreement will specify the pickup and return dates. The CAO and Deputies are authorized by Council to sign on behalf of the District.

The renter is responsible for pickup and return of the units during normal work hours. There will be absolutely no after hours returns.

A damage deposit/rental return deposit is required for rentals before the units are picked up. Cheques for deposits shall be held in trust by Administration until the Public Works Superintendent confirms safe return of the units, after which the cheque will be destroyed. If units are returned in damaged condition, or are returned late, the District will cash the deposit cheque and apply the damage deposit to pay for the damages or late fees.

All portable toilets must be serviced and cleaned by the renter before return to the Public Works Yard.

3. **Charitable or service groups** requesting free usage of **tents, portable toilets, tables, chairs or PA** must apply in writing to Council. Council, in consultation with the Public Works Superintendent or CAO will evaluate each request and may

either waive or charge the associated fees. If approved, the group must sign the rental form and provide the damage deposit.

4. Fee Schedule:

Portable toilets:	\$250.00 damage deposit per unit \$35.00 Rental Fee per day per unit, plus GST \$35.00 Late Fee per day per unit, plus GST
Tables and chairs:	\$200.00 damage deposit for any number \$0.00 Rental Fee
PA system	\$200.00 damage deposit \$25.00 Rental Fee per day, plus GST
Tents	\$200.00 damage deposit for any number

POLICY 3.8 – FORM A

LICENCE TO USE PROPERTY

THIS AGREEMENT made the _____ day of _____, 20_____.

BETWEEN:

THE DISTRICT OF FORT ST. JAMES
P.O. Box 640
Fort St. James, B.C. V0J 1P0 (the "District")

AND: _____

(the "User")

FOR RENTAL/USE OF THE FOLLOWING:

(the "Property")

1. The District is the owner of the Property and the District has agreed to rent the Property to the User on the terms set out in this agreement.
2. The User shall have the right to use the property subject to the following terms, conditions, covenants and agreements on the date or dates set out below:

3. The User shall pay to the District the sum of \$_____ , plus GST, per day and a damage deposit of \$ _____ payable before the User removes the property
4. The Public Works Superintendent shall inspect the property for condition before and after use by the renter.
5. The property shall be used by the following persons or groups:

for the purpose of:

6. The User shall be responsible for any damage to the property occurring while being used by any person under this agreement and the User shall be liable to the District for the cost of repair of any damage to the property or, if the property is so damaged as to be beyond repair in the opinion of the Chief Administrative Officer or Public Works Superintendent, the User shall be liable to the District for the cost of the property.
7. The User shall ensure that:
 - a) the property is used only within a 25 km radius of Fort St. James
 - b) the property is moved, handled, put up and taken down only by responsible and qualified persons.
8. Where the property is used by a juvenile group, the User shall ensure that a responsible adult has authority over the group.
9. The User agrees to waive any and all claims that it has or may have in the future against the District and its officers, employees and representatives arising from or in any way connected with the use of the property due to any cause whatsoever including negligence, breach of contract or breach of any statutory or other duty of care on the part of the District.
10. The User agrees to hold harmless and indemnify the District from any and all liability for any damage to property or personal injury to any third party resulting from the use of the property by the User, its employees, agents, representatives, guests and invitees arising out of or connected with the use of the property due to any cause whatsoever, including negligence, breach of contract or breach of any statutory or other duty of care.
11. Prior to execution of this agreement, the User will obtain and agrees to maintain during the term of this agreement, comprehensive general liability insurance including, without limitation, coverage for the indemnity provided in this agreement on terms satisfactory to the District. The insurance policy will be written on a comprehensive basis with inclusive limits of not less than \$1,000,000.00 per occurrence including \$1,000,000.00 for bodily injury and/or death or such higher limits as the District may require from time to time.

The applicant will provide the District with evidence of such insurance coverage in the form of an executed copy of the certificate of insurance in a form satisfactory to the District.

12. The User shall return the property to the District on or before 3:30 p.m. on _____

Failure to return the property by that time will result in an additional fee of \$ ____ per day plus GST being charged. The District will apply the money collected for the damage deposit to this charge.

13. Portable toilets only: Prior to returning the portable toilets, the User shall ensure that the porta-toilets have been thoroughly drained and cleaned.
14. The User acknowledges and agrees that in the event that the property is returned dirty or

damaged, that the District may deduct the cost of cleaning, repair or replacement of the property from the amount of the damage deposit under section 2 of this agreement and that, if the amount of the damage deposit is insufficient to reimburse the District, that the District may recover the balance of the amount of the cost of cleaning, repair or replacement of the property by legal action against the User or by deducting such amounts by any monies that may be due and owing or payable by the District to the User.

15. The User warrants and represents that the execution of this agreement by the User on behalf of a group or organization is a warranty and representation to the District that the User has sufficient power, authority and capacity to bind the group or organization with his or her signature.
16. The User agrees to be bound by the terms and conditions of this agreement and, if the User represents a group or organization, the User agrees to inform all responsible persons associated with the group or organization of the terms and conditions of this agreement.
17. Wherever the singular or masculine are used throughout this agreement, the same shall be construed as meaning the plural or the feminine or the body corporate or politic as the context requires.
18. This agreement shall enure to the benefit of and be binding upon the parties hereto and their heirs, administrators, successors and assigns.

IN WITNESS WHEREOF the parties hereto have set their hand as of the day and year first above written.

Administrator

User Signatory

Print Name

Witness (as to all signatures)

Print Name