

**2023-2024 LICENSE TO OCCUPY**  
**Between**  
**THE BOARD OF EDUCATION OF**  
**SCHOOL DISTRICT NO. 38 (RICHMOND) (the “Board”)**  
**and**  
**CHILDCARE OPERATOR (the “Licensee”)**

The parties agree that, in addition to any policies and regulations of the Board applicable to the use of school facilities from time to time, the following terms and conditions shall apply to the use of the space in the school requested on the Rentals Application Form attached hereto (the “School”):

1. Subject to earlier termination as provided herein, this Agreement is for the period July 1, 2023 to June 30, 2024. This agreement may be extended by a letter of agreement between the Board and the Licensee. Such extension is subject to the terms and conditions of this Agreement.
2. The Licensee must always maintain the necessary Child Care License(s) as required and outlined in the Community Care and Assisted Living Act, in order to operate a childcare in the School District.
3. The School District Facility Rentals Office will be the main point of contact regarding Facility use questions, updates required to Designated Space(s), cleaning, security, access to the Facility and account payments and questions. Facility Rentals will provide contact information for the School District Administrator to the Licensee, including school Principal, Vice-Principal, the District Administrator, Early Learning and Arts. School District Administrators will work collaboratively with the License Holder to ensure the Licensee is included in and/or made aware of school activities and will work with the License Holder to ensure the best childcare programming possible at the Facility. The Licensee will discuss program operations or issues of concern around students or families directly with School District Administrators.
4. The Licensee’s exact legal business or operating name must be accurately recorded on the School District License and the same name must appear on the Licensee’s Vancouver Coastal Health Operating License, payment cheques or credit card and insurance documentation. The Licensee’s primary contact with the School District must also have a criminal record check on file with the School District Facility Rentals Office. The legal signatory of this License will be the Facility Rentals Office formal contact in case of emergency, complaints or issues of concern that arise.
5. This License is non-transferable, and the Licensee may not sublease the space booked or sell this License to another business, individual or organization. Should the Licensee sell their business to a new owner, the Licensee must inform the School District Facility Rentals Office immediately and the new owner will have no rights to the Licensed space and will have to re-apply to the School District for space to operate their childcare program. The School District reserves the right to re-assign the space booked on this License to a suitable operator.
6. Childcare operators in the School District must ensure their childcare program is inclusive, consistent with the principals of non-discrimination set out in the BC Human Rights Code and foster Indigenous reconciliation and inclusion of principles of British Columbia Declaration on the Rights of Indigenous Peoples Act and align with the BC Early Learning Framework. The Licensee should contact School District Administrators and/or the School District Facility Rentals Office if information or support is required to ensure the childcare programs meet these requirements. The School District will offer

opportunities for professional learning and development on the topics in this paragraph from time to time.

7. All operators of Licensed childcare in schools must follow the following district protocols. If the Licensee requires clarification or needs assistance in meeting these requirements, the Licensee must contact the School District immediately by email to [rentals@sd38.bc.ca](mailto:rentals@sd38.bc.ca)

District Protocols

- a) Comply with all applicable federal, provincial, and municipal laws, and with district policy and regulations.
  - b) Value and encourage learning and working environments that are inclusive and respectful of the diverse individual, collective, social, and cultural needs of our community.
  - c) Treat children, families, staff and their community with dignity and respect Refrain from engaging in, or encouraging, acts of violence of any form.
  - d) Show care and regard for the property of others and take appropriate measures to help those in need.
  - e) Ensure the childcare centre is open, accessible, and welcome to all families and children.
  - f) Celebrate and uphold the diversity of our community as one of their core operational mandates and will include programming that celebrates diversity and welcomes all people. In particular, all childcare programs will include materials and resources that reflect local Indigenous culture.
  - g) Operate programming and interact with families in ways consistent with the BC Early Learning Framework.
8. The Licensee's hours of operation at the School will be as described in the Rentals Application Form, Monday through Friday, excluding statutory holidays.
  9. The Licensee will make the necessary building security arrangements through the Facility Rentals Office and in consultation with the School District Administrator(s).
  10. The license fee rate(s) shall be as provided for in the Schedule of Charges for Use of School Facilities 804.4-G. License fees shall be due and payable on the first business day of each month.
  11. The Licensee must ensure their Designated Space(s) are appropriately equipped and furnished and according to the Community Care and Assisted Living Act, at the Licensee's sole expense.
  12. The Licensee may request that alterations be made to the Space, which shall be performed by the Board's Maintenance Department, and charged to the Licensee at the cost to the Board to complete the alterations. Alterations will only be made with the prior approval of the School District Administrator(s) and the Board's Maintenance Department.
  13. Any fixtures or fittings installed by the Licensee shall be and remain the property of the Board and the Board shall have the right to remove those fixtures and fittings at the end of the Licensee's occupancy.
  14. The Board shall pay all heating and BC Hydro costs associated with the Space.
  15. The Board shall pay for the cost of maintaining light fixtures in the Space.
  16. The disposal of garbage and the cost of garbage collection shall be borne by the Board.
  17. The Board shall provide and pay for grass cutting services and general maintenance of the grounds of the School.

18. The Board agrees to permit the Licensee use of School parking lots and permits Licensee use of School Grounds where reasonably required in relation to the Licensee's childcare activities. Access to areas such as school gym, library, or alternate common spaces for use during the License period may be permitted subject to support from School District Administrators and approval in writing from the School District Facility Rentals Office. Such uses may be subject to additional payment and inclusion on this License to Occupy.
19. The Board does not permit cooking or food preparation on the premises, except for a coffeemaker, microwave oven and a hot plate.
20. The Board gives no guarantee of alternative accommodation in the event the Space is destroyed or rendered unfit for use due to fire or some other causes.
21. The Board will maintain comprehensive general liability insurance as owner of the property, which the Licensee acknowledges will not protect any interest of the Licensee. Any personal property owned by the Licensee and located in the School(s) shall be at the risk of the Licensee.
22. The Licensee shall, without limiting its obligations or liabilities herein and at its own expense, provide and maintain the following insurance with insurers licensed in British Columbia and in forms and amounts acceptable to the Board, maintain, and pay for any additional insurance that is legally required to carry, or otherwise considers necessary at its sole discretion:
  - a) Comprehensive General Liability Insurance with a limit of not less than \$2,000,000, inclusive per occurrence for bodily injury and property damage including loss of use thereof. Such insurance shall extend to cover the Licensee, its officers, employees, servants and agents, contractors, and volunteers and shall include the Board, its officers, employees, servants, agents and contractors as additional insured with respect to liability or damage arising out of the use or occupancy of any Board property by the Licensee.
  - b) Comprehensive General Liability Insurance shall contain coverage for Premises and Operations, Products and Completed Operations, Blanket Contractual Liability, Cross Liability, Elevator and Hoist Liability, Contingent Employers Liability, Occurrence Property Damage, Employees and/or Volunteers as Additional Named Insured, Use of Attached Machinery, Use of Specially Licensed or Unlicensed Vehicles (while operated off highway), Broad Form Property Damage and Tenants All Risks Legal Liability (subject to a minimum limit of \$100,000) to apply to the use and/or occupation by the Licensee of the Space described in the permit or License the Occupy.
  - c) The Licensee shall provide the Board with a certificate of the Licensee's insurance, in a form satisfactory to the Board, prior to taking occupancy of any Board property.
23. The Licensee hereby agrees to waive all rights of subrogation or recourse against the Board with respect to the use or occupancy of any Board property by the Licensee.
24. The Licensee shall indemnify and hold harmless the Board and its trustees, officers, employees, servants, agents, and contractors from any and all loss, liability, claims or expenses arising out of the use of occupancy of any Board property by the Licensee or any of its directors, officers, employees, servants, agents, contractors, volunteers or invitees, except to the extent that such loss arises from the independent negligence of the Board.
25. The Licensee shall complete and submit to the Board an Incident Report Form, including full particulars, within forty-eight (48) hours after any incident in which the Licensee or any of its directors, officers, employees, servants, agents, contractors, volunteers or invitees is involved as a participant or witness, and medical or first aid attention is administered or any loss of or damage to Board property occurs.

26. The Licensee shall maintain the Facility in a sanitary, tidy, and safe condition, to a standard consistent with that set by the School District as listed on the License, Terms and Conditions, Appendices and Rules and Board Regulations. The Licensee will leave the Facility in good repair at the end of the License. The Licensee must leave the Facility in the same condition it was upon arrival, including placement of furniture and equipment. The Licensee shall pay the School District for the costs of any repairs (including reasonable charges for the School District's staff time, equipment and materials) that arise directly from the Licensee's use of the Facility, reasonable wear and tear expected.
27. The Licensee is not permitted to perform any repair or maintenance work on the Facility, other than tidying and light cleaning. The Licensee will use the Facility for the purposes set out in the License only. No changes or alterations shall be made to any Facility unless expressly permitted and provided for in this License.
28. The Licensee shall arrange its own telephone service and internet connection and will be responsible for all associated costs.
29. The Licensee shall pay for any additional custodial costs that may be incurred because of its use of the Space or any other area of the School(s).
30. In cases where the Licensee is the sole user of the Space, the Licensee shall, upon request by the Board, pay the cost of shampooing the carpet as and when determined by the Board.
31. The Licensee agrees to pay any additional custodial costs that arise from the use of the School by the Licensee during statutory holidays and school holidays (Christmas Break, Spring Break, Summer Break). The Licensee further agrees to communicate with the School District Facility Rentals Office at least **four (4)** months in advance of non-instructional time to clarify the needs of the Licensee.
32. The Licensee agrees to pay the costs of any callouts resulting from its failure to follow any instructions provided by the School District Administrator(s).
33. In the event of a Board-imposed closure of the School, Licensee rentals will be suspended to allow for necessary repairs and/or maintenance to reinstate the use of the School. During extreme weather conditions, the Licensee shall either listen to the radio or visit the Board website (<https://sd38.bc.ca/>) for cancellation information and updates. If the School is closed during the day, it will also not be open for Licensee rentals that evening.
34. The Licensee undertakes, at its own expense, to return the Space and all other areas of the School used by the Licensee or its invitees to the Board in the same state after such use.
35. At least seven (7) days prior to the start of the rental term, the Licensee agrees to submit postdated cheques (one for each month) in an amount equal to the monthly rent and payable on the 1<sup>st</sup> day of each month.
36. The Licensee shall maintain complete and accurate accounting records and permit the Board access to those records on request.
37. The Licensee shall permit the Board and its servants or agents, at all reasonable times, to enter the Space used by the Licensee to view the state of repair and to repair the premises.
38. Nothing in this Agreement shall prevent the Board from licensing or renting other parts of the School to other parties under separate agreements.
39. Either the Licensee or the Board may elect at any time to terminate this Agreement on at least thirty (30) day's written notice. Expiry or termination of the Agreement shall not affect provisions 18 to 32 of this Agreement, which shall survive expiry or termination and continue in full force and effect.

40. The Licensee shall give the Board at least thirty (30) days' notice if they no longer wish to operate and/or lease the Space. In which case, the Board shall offer the Space to other childcare operators who are interested in serving the community. Any transfer of ownership of the Licensee's business shall result in the automatic termination of this Agreement **except** if the Licensee's business name remains the same notwithstanding such transfer and the licensing requirements are complied with by the new owner/operator and are recorded by the Board.

[This space intentionally left blank.]

*Signed on behalf of:*

\_\_\_\_\_  
Name of Licensee (please print)

\_\_\_\_\_  
Name of Signing Officer (please print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Position: (please print) \_\_\_\_\_

*Signed on behalf of:*

**The Board of Education of School District No. 38 (Richmond)**

\_\_\_\_\_  
Cintha Winters  
Manager, Operations & Facility Rentals

\_\_\_\_\_  
Date