

WESTMOUNT CHARTER SCHOOL FACILITIES LICENSE AGREEMENT

LICENSEE: _____

DATE: _____

LICENSEE CONTACT INFORMATION :

Name:	Position in Licensee Organization:
Phone Numbers:	Email:
Mailing Address:	

FACILITIES REQUESTED

<input type="checkbox"/> Gym	<input type="checkbox"/> Stage	<input type="checkbox"/> Classroom	<input type="checkbox"/> Library	<input type="checkbox"/> Other/Specifics:
------------------------------	--------------------------------	------------------------------------	----------------------------------	---

ACTIVITY/USE INFORMATION

Description of Proposed Activity/Use:	
Age Range of Participants:	Number of Participants:

DATES AND TIMES REQUESTED

Date(s)	Start Time	Finish Time

Subject to the terms of this Agreement and payment of the License Fee, as defined in the Terms and Conditions attached hereto as Schedule "A", the Westmount Charter School Society does hereby grant to the Licensee the non-exclusive right and license to use the above-noted facilities, on the date(s), time(s) and for the purpose(s) specified above. **Cheques for payment of the License Fee should be made payable to "Westmount Charter School".**

The Terms and Conditions attached hereto as Schedule "A" are incorporated into and form a part of this Agreement. **By signing below, the Licensee acknowledges that it has read and understood this Agreement.**

IN WITNESS WHEREOF the Licensee and the Westmount Charter School have executed this Agreement, with effect as of the date first written above.

LICENSEE

Per: _____
 Name: _____
 Title: _____
 Date: _____

WESTMOUNT CHARTER SCHOOL SOCIETY

Per: _____
 Name: _____
 Title: _____
 Date: _____

SCHEDULE "A"

TERMS AND CONDITIONS

Grant of license and permitted use

1. Subject to and in accordance with the terms of this Agreement, Westmount Charter School Society ("WCS") hereby agrees to grant to the Licensee the non-exclusive license and right (the "**License**") to use and occupy the facilities identified on page 1 of this Agreement and forming part of the Westmount Charter School (the "**Licensed Area**") for the sole purposes of: (i) meetings held by the Licensee, (ii) educational or recreational programs conducted by the Licensee from time to time, and (iii) such other use(s) of the Licensed Area as may be stated on page 1 of this Agreement or otherwise approved by WCS from time to time.
2. The Licensed Area will only be available for use and occupation by the Licensee on the dates and times set out on page 1 of this Agreement, and otherwise at the sole discretion of WCS.
3. The Licensee shall not use, or suffer or permit any use of, the Licensed Area for any purpose or in any manner other than as contemplated by this Agreement. Licensee, and the employees, agents, representatives, participants, invitees and attendees of the Licensee shall comply with all applicable federal, provincial and municipal statutes, rules, regulations, codes, ordinances and policies, as well as all policies, rules and regulations of WCS.

Access to Licensed Area

4. The Licensee shall be entitled to reasonable access to the Licensed Area during the dates and times specified on page 1 of this Agreement. Access to the Licensed Area outside of the specified dates and times (whether such access is required for setup or otherwise) shall not be permitted except in the sole discretion of WCS. WCS shall not be responsible for the moving, setting up, or taking down of any equipment brought in by or for the Licensee or any invitees of the Licensee.

License Fee

1. In consideration of the License granted to the Licensee hereunder, the Licensee shall pay, concurrently upon the signing of this Agreement by the Licensee, a license fee equal to _____ Dollars per hour per room (the "**License Fee**"). WCS shall not be under any obligation to provide the Licensed Area to the Licensee or to fulfill any of its obligations under this Agreement until the License Fee has been paid in full.

Clean Up and Responsibility for Equipment and Licensed Area

5. Licensee shall return the Licensed Area and personal property of WCS which has been borrowed or used by the Licensee and any of the Licensee's employees, representatives, agents or invitees, to WCS after expiration of the License in the same condition as and when received, and shall reimburse WCS upon demand for any and all costs, expenses, charges or fees incurred in the repair or replacement of damage to the Licensed Areas or any of the aforementioned personal property as a result of the acts or omissions of the Licensee, or the employees, representatives, agents or invitees of WCS. For greater certainty (and without limitation), any stage or playing equipment or any other equipment brought into the WCS building by the Licensee or its agents, representatives or invitees, must be brought into and removed from the WCS premises with a minimum of interference to WCS programs.

Supervisor to be identified

6. Prior to using the Licensed Area, the Licensee shall designate a person to act as a supervisor for the activity to be carried on by the Licensee in the Licensed Area (each, a "**Supervisor**"), who shall be responsible for the

safety and the conduct of the Licensee, and the Licensee's employees, representatives, agents, invitees and attendees. Supervisors shall identify themselves as such to the WCS caretaker who is on duty at the outset of the Licensee's use of the Licensed Area.

Covenants of the Licensee

7. The Licensee hereby covenants with WCS, for the duration of the License:
 - a. to permit representatives of WCS (including any WCS caretaker) to visit and inspect the Licensed Area during such times as the Licensed Area is in use by the Licensee;
 - b. to ensure that the Licensee and all of its agents, representatives or invitees use appropriate equipment and footwear that is not harmful to the floor or the property of WCS or the property of any of its students and staff ;
 - c. to comply strictly with the capacity limitations of the Licensed Area and the WCS premises;
 - d. not to permit food or beverages except in designated areas;
 - e. not to smoke, or permit any of its agents, employees, representatives or invitees to smoke in or near the WCS premises;
 - f. except with the permission of WCS and after having complied with any applicable legal and regulatory requirements (including any applicable requirement to obtain a liquor license), not to consume, or permit the possession or service of alcoholic beverages by any of its agents, representatives or invitees on or near the WCS premises;
 - g. not to obstruct any passageway or exit in any manner or to obstruct the visibility of any designated exit at any time; and
 - h. not to bring or permit to be brought onto WCS premises any material, substance, equipment, or object which is likely to endanger the life of or cause bodily injury to any person or property or which is likely to constitute a hazard.

Right to terminate license; damage and destruction

8. WCS reserves the right to cancel the License granted hereunder, and to cancel this Agreement, at any time and with immediate effect if the conduct of those using the WCS building or equipment is, in the sole and arbitrary discretion of the WCS, deemed inappropriate or to be harmful to the school, or the staff and/or students of the school, or if school-based (instructional and outreach related) initiatives conflict with the License, or upon sixty (60) days written notice to the Licensee contact identified on page 1 of this Agreement. WCS reserves the right to require the removal of all objectionable persons (as determined by the WCS in its sole discretion) from the WCS premises (including any Licensed Area).
9. In the event that the Licensed Area or any other portion of the WCS premises is wholly or partially damaged or destroyed (for any reason whatsoever), then WCS may terminate this Agreement and the License granted hereunder by verbal or written notice to the Licensee, with immediate effect. In the event of any such termination, WCS shall not have any liability on account of the unavailability of the Licensed Area. WCS alone shall be entitled to any insurance proceeds or sums paid or payable as damages or compensation on account of any such damage or destruction, and no part thereof shall accrue or be payable to the Licensee.

Indemnity

10. The Licensee agrees that it will protect, indemnify and save harmless WCS, the Westmount Charter School Board, and each of their respective directors, officers, employees, contractors and agents at all times against, and in respect of, any and all damages, including without limitation any claims, actions, demands, losses, costs, expenses, liabilities, penalties, charges and damages (including solicitor-and-client fees suffered or incurred by WCS or the Westmount Charter School Board or either of their respective employees in investigating or in attempting to avoid the same or oppose the imposition thereof) resulting from:
 - a. any violation of any laws, ordinances, order, rules or regulations of governmental authorities occurring on or about the WCS premises occasioned by any act or omission of the Licensee, its agents, representatives, employees or invitees;
 - b. any accident, sickness, disease or death or other occurrence causing any injury to any person, or damage to any property, directly or indirectly, due to any act or omission of the Licensee, its agents, representatives, employees or invitees, or due to any failure on the Licensee's part, in any respect, to comply with the requirements and provisions of this Agreement, or due to the Licensee's use of the Licensed Area and access thereto; and
 - c. any failure of the Licensee in any respect to comply with or perform any of the requirements and provisions of this Agreement which are to be observed or performed by the Licensee.

Insurance

11. Without limiting or diminishing the indemnity provision set out at Section 11 hereof, the Licensee, at its own cost or expense, shall carry and maintain commercial general liability insurance with a limit of not less than \$5,000,000 for any one occurrence for any amounts that the Licensee is legally obligated to pay with respect to bodily injury (including death) and property damage. The Licensee shall add each of WCS and the Calgary Board of Education as an "additional insured" with respect to the use and occupation of the Licensed Area by the Licensee.
12. Proof that the Licensee has satisfied the requirements of Section 12 hereof shall be provided to the WCS by the Licensee promptly upon request, and failure to do so may result in the immediate termination by the WCS of this Agreement and the License granted hereunder.

Limitation of Liability

13. The WCS makes no warranty or representation, express or implied, statutory or otherwise, that the Licensed Area or facilities of the WCS will meet the Licensee's requirements or are fit for a particular purpose. The Licensee acknowledges that it has inspected the Licensed Area and/or the facilities of the WCS and determined that the Licensed Area is suitable for the permitted purposes hereunder. **Licensee further acknowledges and agrees that the Licensed Area shall be provided by WCS to the Licensee "as is", "where is" and "with any and all faults", and without any representation or warranty of any kind (express or implied) including, but not limited to, representation and warranties as to the merchantability and fitness for use for any particular purpose of the Licensed Area or any equipment or other personal property located in or around the Licensed Area, and shall be used by Licensee for the specified purposes at Licensee's own risk.** WCS assumes no responsibility with respect to any permits or requirements which may need to be obtained or satisfied in order for the Licensee to conduct its activities.
14. The conduct of the Licensee's representatives, employees, agents and invitees while on WCS premises shall be the responsibility of the Licensee. The Licensee accepts all responsibility for any injury to any person(s) or property or loss or damage to property or theft of personal property on the WCS premises resulting from the Licensee's access to or use of the WCS premises (including without limitation the Licensed Area). Failure by the Licensee or any of the Licensee's representatives, employees, agents or invitees to follow all applicable laws, rules and regulations will be cause for termination of any license granted hereunder, cancellation of any further licenses granted to the Licensee, and termination by WCS of this Agreement.

Miscellaneous

15. This Agreement and documents incorporated by reference herein constitute the entire agreement between the parties pertaining to the subject matter hereof and supersede all prior agreements, understandings, negotiations and discussions with respect to the subject matter hereof whether oral or written. Except as provided in such materials, there are no conditions, representations, warranties, undertakings, promises, inducements or agreement whether direct, indirect, collateral, express or implied made by the parties. No supplement, modification or waiver of this Agreement shall be binding unless executed in writing by the parties.
16. Any term, condition or provision of this Agreement which is or is deemed to be void, prohibited or unenforceable shall be severable herefrom and be ineffective to the extent that such term, condition or provision is void, prohibited or unenforceable without in any way invalidating the remaining terms, conditions or provisions of this Agreement.
17. Licensee may not assign this Agreement or the License without the prior written consent of the WCS. This Agreement will bind each party and its successors and assigns.
18. No amendment to this Agreement shall be effective unless reduced to writing and signed by authorized representatives of each of the parties.
19. This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein. The parties agree that the courts of the Province of Alberta will have non-exclusive jurisdiction to determine all disputes and claims arising between the parties.
20. No course of delaying, course of performance, or failure of either party strictly to enforce any term, right or condition of this Agreement shall be construed as a waiver of any other term, right or condition. No waiver or breach of any provision of this Agreement shall be construed to be a waiver of any subsequent breach of the same or any other provision.
21. It is the sole responsibility of the Licensee to obtain signed waivers from all invitees and attendees of the Licensee who participate in the activities of the Licensee undertaken in the Licensed Area.
22. Nothing in this Agreement, nor any performance hereunder, is intended or shall be construed to create a partnership, joint venture, or other form of business enterprise, or relationship of agency or of employment, between WCS and the Licensee, and the Licensee shall not imply any such relationship or endorsement in any promotion, advertisement, solicitation or other communication in connection with the License or the Licensed Area.
23. Any violation of this Agreement may result in a denial of future licensing requests.