



REGIONAL DISTRICT NORTH OKANAGAN

North Okanagan Fire Training Centre Programs and Rental Terms and Conditions

The *Programs and Rental Terms and Conditions* agreement is an integral part of the Rental Agreement or program registration with the District of North Okanagan Fire Training Centre (FTC). This Agreement may be amended from time to time. Revisions are posted to the North Okanagan Regional District (hereinafter referred to as “District”) website. This Agreement and any subsequent revisions apply from the time of booking; changes are not retroactive.

A. General Conditions

1. All attendees and conductors for programs and training sessions must have the appropriate training and certification to participate in the program; this includes supporting roles to the training, including but not limited to: Lead Instructors, instructors, ISOs, RIT team, first aid, supervisory staff, and trainees.
2. All fees, dates, and times must be clearly arranged before the rental takes place. Any commitment fees must be paid before use, as indicated in Schedule "A" attached. Purchase orders may be used in place of a commitment fee.
3. Municipal and Provincial fire and safety regulations and by-laws will be adhered to. This includes not exceeding the applicable occupancy loads. All exits and aisles must be kept free of obstruction under fire regulations. Smoking is not permitted in District facilities.
4. Persons or organisations that rent the facilities must undertake to prevent willful damage. Adequate supervision is required. The User is responsible for the conduct and supervision of their party.
5. Persons or organisations that rent the facilities must adhere to WorkSafe BC First Aid Requirements.
6. Facility rental does not automatically include the use of all FTC equipment. Specific equipment must be requested at the time of application.
7. All facilities are rented on an AS-IS basis. This applies to suitability, condition, and service. The District's obligation is restricted to providing facilities as they exist at the time of the rental.

B. Release and Waiver

1. The User accepts and will use the facility at their own risk and agrees that neither the District nor their respective officers, directors, counsellors, employees, or independent contractors have made any warranties or representations respecting the suitability or condition of the facility.
2. The User further agrees that the User shall indemnify and save harmless the District, and their respective officers, directors, counselors, employees, contractors and agents, and their respective heirs, executors, administrators, and successors, from and against all claims and demands whatsoever (including legal costs incurred by any of them in

defending any such claims or demands) arising directly or indirectly out of or occurring during the use of the facility by the User.

3. All persons renting facilities must agree to hold the District harmless from all and any liability resulting from bodily injury, damage to property resulting from the interaction and use of the fire training facility. Before using the facility by the User, the User ensures to the District that the User has taken out and is maintaining comprehensive general liability insurance, including, without limitation, coverage for the indemnity provided herein, on terms satisfactory to the District. The District is to be included as named insureds. Such policy will be written on a comprehensive basis with inclusive limits of not less than \$2,000,000 per occurrence, including \$2,000,000 for bodily injury or death to any one or more persons, including voluntary medical payment and property damage, or such higher limits as the District may require from time to time. The policy shall contain a clause providing that the insurer will give the District thirty (30) days' prior written notice in the event of cancellation or material change in the agreement terms. The User will, upon request, provide evidence of such insurance coverage in the form of an executed Certificate of Insurance satisfactory to the District.
4. The District will not be responsible for any property left in or at the facility.
5. The District may cancel or revoke any rental with or without cause. No claim may be made against it for damages or reimbursement for any loss, damage, or expense whatsoever.

C. Photography and Videography

1. The Users are prohibited from using images captured on any visual medium taken at the facility, including the property, logo, student or employee of the District, or any image that represents the District, without written consent from the District.
2. The Users are prohibited from using images captured on any visual medium taken at the facility, including the property, logo, student, or employee of the District, in advertising, websites, and social networking sites such as Facebook, without written consent from the District.

D. Rental Purpose

The user group's acceptance of this agreement certifies that all the terms and conditions indicated above have been read. The User understands that, once signed, the agreement constitutes a release of liability. It is a legal document, and by signing the release, you are giving up certain legal rights, including the right to sue should injury occur during the event or activity.

Rental Confirmation

1. Registration for FTC-delivered programs is accepted on a "first-come, first-served" basis.
2. All bookings and registrations are provisional until the FTC confirms the bookings and registrations in writing (email or fax acceptable). A customer enquiry can provisionally hold a booking or registration. For customer commitment, the FTC will accept a purchase order number attached to the booking.
3. The FTC will follow up with the person or organisation to quantify equipment and training prop requirements. The equipment and resource requirements are necessary to confirm the rental booking. **The FTC cannot guarantee the availability of training props, technicians, and equipment for "last-minute" bookings.**

Withdrawal/Cancellation

4. All notices of cancellation or postponement must be given in writing (email or fax also acceptable).
5. The FTC reserves the right to cancel any booking or registration. A full refund of funds received will be reimbursed in such a case.

6. Fees: The FTC operates on a cost-recovery model. The following model is observed:
 - a) The required registration number must meet approximately 75% of the maximum class size for a program to proceed. Less than 75% registration could result in program cancellation. A fee adjustment to reflect cost recovery may be established if all registrants agree to the program's continuation.
7. Withdrawal (Programs/Course Registration): The following rule applies to withdrawal from all program offerings and is as follows:
 - a) Late withdrawals (within seven (7) days of the scheduled program start date) are subject to total program fees due and payable unless the FTC cancels the program due to insufficient registration.
 - b) If a program or course registration is cancelled or postponed, some third-party institutions' registration fees may still apply. Reimbursement of these fees may be negotiated in the event of a decision to withdraw or postpone the program.
 - c) The FTC may consider a refund of up to 100% (one hundred percent) for withdrawals due to extenuating circumstances or medical reasons. A request for withdrawal for medical reasons must be confirmed by the Authority Having Jurisdiction (AHJ) to the FTC (by letter or email) or, if an individual, accompanied by an Attending Professional's statement and signature.
 - d) The FTC reserves the right to cancel any programs. A full refund of the received funds will be reimbursed.
 - e) Students asked to withdraw due to their violation of these Facility Booking Terms and Conditions will not receive a refund. These terms form part of this Agreement.
 - f) The student's sponsoring organisation or student (if not representing an organisation) is responsible for full payment of any cancellation, postponement, or withdrawal fees caused by the student's violation of these Facility Booking Terms and Conditions, should the situation arise.
8. Cancellation (Facility Rental): The following rule applies to all confirmed rental bookings and is as follows:
 - a) 15- 30 days' inclusive notice
Cancellation of a booking providing less than thirty-one (31) days and more than fourteen (14) days' notice will result in a 10% booking cancellation fee becoming due and payable. If both parties agree upon an alternative date, 10% of the total rental booking fee is waived.
 - b) 8- 14 Days' inclusive notice
Cancellation of a booking providing fourteen (14) days or less but more than seven (7) days' notice will result in a 20% cancellation fee becoming due and payable. If a postponement of the rental booking is made in this notification period with a new agreed alternative date, this will result in a reduced to 5% rental booking fee becoming due and payable.
 - c) Less than seven (7) days of rental booking notice
Cancellation of a booking providing seven (7) days or less notice will result in 50% of the rental booking fee becoming due and payable. If a postponement of the rental booking is made in this notification period with a new agreed alternative date, this will result in a reduced-to 20% rental booking fee becoming due and payable.

E. Code of Conduct

1. The District is committed to creating and maintaining an inclusive and safe teaching, learning, and working environment in which everyone behaves with respect, adheres to professional standards, and complies with the rules of law.

2. All employees, management staff, elected officials, volunteers, persons having a business relationship with the District (e.g., contractors and consultants), and members of the public in their dealings with the District are covered by this rule.
3. Unacceptable Conduct and Behaviour includes, but is not limited to:
 - a) Using obscene or abusive language,
 - b) Spreading malicious gossip or rumours,
 - c) Theft or falsification of company records,
 - d) Disclosure of confidential information,
 - e) Horseplay or throwing objects,
 - f) Indecency,
 - g) Fighting / violent behaviour,
 - h) Attending the district's FTC while impaired from the consumption of alcohol, drugs, or prohibited substances,
 - i) Consumption or use of alcoholic beverages while on District premises,
 - j) Unsolicited possession of weapons or explosives on District premises,
 - k) Wilful violation of safety rules and procedures,
 - l) Wilful neglect or mishandling of equipment and machinery,
 - m) Harassing, threatening, intimidating, or coercing any person at any time.
4. Harassment is defined as:
 - a) sexual harassment; or
 - b) any improper behaviour that is directed at or offensive to any person, is unwelcome, and which the person knows or ought reasonably to know would be undesirable; or
 - c) objectionable conduct, comment, materials, or display made on either a one-time or continuous basis that demeans, belittles, intimidates, or humiliates another person; or
 - d) the exercise of power or authority in a manner which serves no legitimate work purpose and which a person ought reasonably to know is inappropriate; or
 - e) such misuses of power or authority as intimidation, threats, coercion, and blackmail.
5. WorksafeBC Regulations define violence in the workplace as:
"The attempted or actual exercise by a person of any physical force to cause injury to a third party (person), and includes any threatening statement or behaviour that gives that third party reasonable cause to believe that they are at risk of injury."