

LICENSE AGREEMENT

This License Agreement, made in duplicate, as of the 1st day of September, 2021.

BETWEEN: **ANGLOPHONE SCHOOL DISTRICT WEST, of 1135 Prospect Street, Fredericton, New Brunswick, a School District under the laws of the Province of New Brunswick, hereinafter called the “District”**

-and-

THE CITY OF FREDERICTON, of 397 Queen Street, Fredericton, New Brunswick, a municipal corporation duly incorporated under the laws of the Province of New Brunswick, hereinafter called the “User”

WHEREAS: the District operates two (2) noted **High Schools** within the city boundaries; **Fredericton High and Leo Hayes** that the User requires recreation facilities to offer community programs.

GENERAL

1. The term of this License Agreement (“Agreement”) shall be for a fixed period of one (1) year term, commencing on the 1st day of September, 2021, and terminating on the 31st day of August, 2024 (the “Term”). This Agreement may be renewed for one (1) additional three (3) year term upon the same terms and conditions as are herein contained or as negotiated and agreed to by the Parties unless written notice of intention to amend or terminate (for any or no reason at no cost) this Agreement is given by either party at least ninety (90) days prior to the end of either the initial or of any renewal of such term.
2. Usage under this Agreement shall be restricted solely to non-commercial community recreation programs operated under the direction and control of the User. The User shall have exclusive use of school premises/facilities, subject to the condition that no use shall interfere with the regular or extra-curricular activities of the District. During the Term of the License Agreement the actual usage periods (hours and times) are prescribed in Appendix “A & B” which are annexed hereto and form a part hereof.
3. All other usage periods by the User or by other persons or agencies shall be referred to the District’s Community Use of Schools Coordinator.
4. Although school activities shall take precedence over and may preempt the User’s scheduled community use, the District will provide the User a schedule of all school activities at the beginning of the school year and will take all reasonable efforts to provide adequate written notice of any changes to that schedule. While every effort will be made to avoid conflicts in scheduling, the District reserves the right to cancel an activity under exceptional circumstances and shall not be held responsible for any claims arising out of such cancellations. Recognizing the problems created for the User’s groups when an activity must be preempted, it shall be the responsibility of the school principal to notify the User of any necessary cancellations with a lead time of at least a week (5 business days).
5. Whenever the District closes school premises/facilities due to weather conditions, User activities shall be automatically cancelled.
6. Approval of the use of school premises/facilities may be cancelled immediately if the terms of this Agreement have been breached.
7. If at any time during the continuance of this Agreement the parties hereto shall deem it expedient to make any alternations or additions to this Agreement they may do so by means of an executed written Agreement between them signed and dated by authorized officials which shall be supplemental to and form part of this

Agreement. The parties also agree to meet if requested by the other party to discuss concerns over community use covered by this Agreement.

8. Only the areas of the school premises/facilities that have been identified in Appendix "A" are approved for use by the User. Individuals are not permitted to wander throughout the school in unauthorized areas.
9. Use of the school premises/facilities shall be in good taste and within the bounds of accepted community values.
10. The following is prohibited at school premises/facilities unless the User first obtains prior written approval from the Superintendent of the District or designate (ie principal):
 - a. Displaying any posters or signs;
 - b. Distribution of food and/or refreshments of any kind;
 - c. Playing floor hockey;
 - d. Use of school owned equipment;
 - e. Moving or relocating any equipment or furniture, upon approval due care of the floor shall be exercised in any moving of equipment or furniture and shall be returned to its original position;
 - f. Any night events, that extend beyond the hours outlined in Appendix "A", where participants may or will be sleeping overnight;
 - g. Consumption of alcoholic beverages, however if approved, a copy of the license issued by the New Brunswick Liquor Licensing Board would also be required; and
 - h. Bingos, lotteries, and other games of chance, however if approved, copies of any required licenses would also be required.
11. Pesticide use is prohibited at school premises/facilities under District Policy 18-755 Pest Control. Concerns regarding pests of any kind should be directed to the District's Environmental /Health and Safety Officer.
12. Tobacco use is prohibited in school buildings or on school property under the Department of Education Tobacco-free Schools Policy (Policy 702). It shall be the District's responsibility to ensure this is adequately posted and it is the User's responsibility to ensure that Supervisors are made aware of this policy and they shall advise any violator accordingly.
13. Appropriate footwear shall be worn during sporting activities in the gymnasium to prevent damage and markings to the gym floor.
14. Items such as decorations shall not be attached in a manner that may leave permanent markings. The display of posters and decorations shall conform to the requirements of the Office of the Fire Marshal.
15. When keys/swipe cards to the school facility have been provided to the User, the Supervisor of the event will be responsible for maintaining the key/swipe cards in his/her possession at all times, ensuring the facility is securely locked after use and the keys/swipe cards are returned as agreed.
16. The Superintendent or designate, or the school principal may set additional conditions as the situation warrants. The District shall provide the User written notification of any additional conditions.
17. The User shall provide notification to the public on the User's official Web Site when fields are closed due to weather and field conditions and may also use other forms of notice to the public.

18. The District will respect and cooperate with decisions made by the User with respect to the closure of sports fields, the tennis and/or basketball courts, because of unsuitable conditions caused by inclement weather, maintenance or other causes.
19. Execution of this Agreement is dependent on the Province of New Brunswick Mandatory Order COVID-19, as renewed and revised, restrictions as well as any further additional, related restrictions imposed by Anglophone West School District. The District has the right to terminate any usage at any time and shall provide written notice of any termination to the User.
20. The District acknowledges that the User is subject to the *Right to Information and Protection of Privacy Act* (SNB 2009, c. R-10.6, as amended), and as such, disclosure and confidentiality obligations are governed thereunder.
21. All notices to be given pursuant to this Agreement shall be in writing and delivered personally or by courier as follows:

To the District:

1135 Prospect Street
Fredericton, NB E3B 3B9
Attention: Director of Finance & Administration

To the User:

397 Queen Street
Fredericton, NB E3B 1B5
Attention: Recreation Manager

Any such notice shall be deemed to have been given and received on the day on which it was personally delivered or delivered by courier; if such day is not a business day, on the next following business day.

THE DISTRICT SHALL:

General

1. Consider cost sharing of items (on mutually acceptable terms) such as gymnasium floor repairs and/or replacement; repairs and/or upgrades to sport fields, tennis and basketball courts, security surveillance systems, etc. It is understood that this item does not bind either party — it is included as an example of how the parties may partner in initiatives that are of mutual benefit.
2. Provide the User with a list of those holding contracts for snow plowing at schools within and around the city boundaries as well as ensure shovels, sand and salt are accessible.

School Facility

1. Provide the User with exclusive access and use of specific areas in the school facility during defined times and periods (hours and dates) as outlined and annexed hereto as Appendix “A” and forming a part hereof.
2. Complete an annual safety check of the facility including all mechanical systems including but not limited to mechanical basketball backboards.
3. Post the maximum capacity rating.

School Property

1. Provide the User with exclusive access and use of the outside grounds and related equipment or structures during defined times and periods (hours and dates) as outlined and annexed hereto as Appendix “B” and forming a part hereof.

THE USER SHALL:**General**

1. Administer scheduling of all community recreation activities within the school facility and on the grounds and provide a copy of the schedule to the school principal or designate plus any additions or deletions to this schedule during the school year.
2. Convey reasonable notice to the participants and spectators for appropriate conduct of while on the school premises/facilities and that use of the school premises/facilities for all activities shall be conducted in a safe manner.
3. Contact the appropriate contractor, from the list provided by the District, for snow removal on weekends when required and to clear walkways, steps and entrances with the shovels, sand and salt provided by the District.
4. Ensure that participant fees are equal for all participants and no additional fees of any kind are charged regardless of the geographic location of the participant(s).
5. Provide competent and mature supervision enrolled in a post secondary education program (the "Supervisor") that is adequate for the number of participants involved at all times.
6. Ensure that security and criminal records checks have been completed on the Supervisors.
7. Advise community user group(s) of the rules for use of school premises/facilities.
8. Provide the District with use of the artificial turf fields at Willie O'Ree Place Turf Field and Grant Harvey Center Turf Field to all schools within the City boundaries for school programs only, subject to availability and scheduling in accordance with the User recreation facility scheduling software system. In accordance with existing funding arrangement of Ten Thousand Dollars (\$10,000.00) per annum.
9. Provide the District with a Certificate of Insurance, upon written request, confirming a comprehensive general liability and auto liability insurance policy, with respect to the business carried on under this Agreement, including bodily injury, death and damage to property in the amount of at least Two Million Dollars (\$2,000,000.00).
10. Consider cost sharing of items (on mutually acceptable terms) such as gymnasium floor repairs and/or replacement; repairs and/or upgrades to sport fields, tennis and basketball courts; provision, repair and/or upgrading of security surveillance systems, etc. It is understood that this item does not bind either party — it is included as an example of how the parties may partner in initiatives that are of mutual benefit.
11. Provide an annual report by the end of December to the District identifying participation at the school and the number of hours of usage by each participant.
12. Provide all expendable materials required for User activities.
13. Respond to all District concerns in a timely manner either in writing or by e-mail.

School Facility

1. Ensure the supervisor completes a safety check of the facility before each use. A checklist will be completed during the safety check and a copy will be kept on file. (Copies outlined and annexed hereto as Appendix "C" & "D", forming a part hereof).

2. Ensure that the Supervisor on duty is located in such a way that they can observe all persons entering and leaving the facility and that only the designated entrance is used.
3. Instruct the Supervisor on duty to leave all areas clean and tidy after each use and complete the checklist of custodial tasks performed.
4. Consult with the school administration with regard to accessing cleaning equipment and supplies. No cleaning supplies other than those provided through the District shall be used. Only “approved” cleaning supplies are allowed in New Brunswick Schools because of environmental sensitivities.
5. Collaborate with the District to correct the situation in the event that the quality of the custodial service under the auspices of the User comes into question.
6. Remit to the District by the end of December each year Five Dollars (\$5.00) for each hourly fee collected during the prior school year for use of the Leo Hayes School gym(s).
7. Remit a payment to the Minister of Finance by the end of December each year for use of the Fredericton High School gym(s) during the prior school year in the amount of Thirty Five Hundred Dollars (\$3,500.00) increasing by Five Hundred Dollars (\$500.00) each year commencing in 2016-2017 and not to exceed Five Thousand Dollars (\$5,000.00).

School Property

1. Cut the grass turf and maintain only the specific playing fields and courts specified for use in Appendix “B” in accordance with the industry standards and best practices including, at its discretion, roll, aerate, and apply organic fertilizer and or lime.
2. Maintain the painted lines on the sport fields, as required in the sole determination of the User.
3. Maintain the painted lines on the tennis courts, as required in the sole determination of the User.
4. Maintain backstops, goalposts, bleachers and fences on sport fields, as required in the sole determination of the User.
5. Maintain nets and their support posts and maintain the fence enclosing the tennis courts and the gates, as required in the sole determination of the User.

License Agreement/Indemnity:

This License Agreement is between the District on behalf of the Province of New Brunswick and the User.

The District hereby licenses and permits the User to exclusive use the facility as described in this Agreement. The User will promptly report to the District, and accept responsibility for any damage or breakage to the building or property by the User or one of its members, guests, or participants. The User agrees to the General Conditions specified by the District. The User and the District are aware that the District or the User does not carry liability insurance for the benefit of the other party. The User and the District agrees to indemnify and save harmless the other party, including their employees and agents of all liabilities, claims, actions, or damages arising from the use of the school by the User except to the extent to which such liabilities, claims, actions or damages are caused by the negligence, willful act, omission or breach of this Agreement by the other party, their employees or agents.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

PARTIES TO SIGN ON THE FOLLOWING PAGE

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their authorized representatives as of the dates herein below written.

In Witness Whereof this Agreement has been signed
by the District on August ____, 2021.

Anglophone School District West

Shawn Tracey, Director of Finance & Administration

In Witness Whereof this Agreement has been signed
by the User on August ____, 2021.

The City of Fredericton

Kate Rogers, Mayor

Jennifer Lawson, City Clerk

APPENDIX “A” – HIGH SCHOOL BUILDINGS

**LICENSE AGREEMENT
ANGLOPHONE SCHOOL DISTRICT WEST & CITY OF FREDERICTON
TWO FREDERICTON HIGH SCHOOLS
FREDERICTON HIGH & LEO HAYES**

Regular School Period: The school will be available for recreation purposes from the 1st day of classes after the Summer Break until the last day of classes before the Summer Break as prescribed by the school calendar; except for summer, Christmas and March breaks as noted below.

Hours of use: Monday to Friday 7:00 pm to 11:00 pm, small gym; 7:30 pm to 11:00 pm, main gym
Saturday and Sunday 7:00 am to 11:00 pm

Areas of use: Gymnasium(s)
Change/locker Rooms
Washrooms
Connecting Hallways

Summer Program: From the 1st day of summer break until August 15th as prescribed by the school calendar.

Hours of use: Monday to Sunday 8:00 am to 11:00 pm

Areas of use: Gymnasium(s)
Change/locker Rooms
Washrooms
Connecting Hallways

Christmas Break: The school will be available from the last day of classes before the Christmas Break to the 1st day of classes after the Christmas break as prescribed by the school calendar, with prior permission from the District and respective principal.

March Break: The school will be available from the last day of classes before the March Break to the 1st day of classes after the March Break as prescribed by the school calendar, with prior permission from the District and respective principal.

APPENDIX “B” – HIGH SCHOOL GROUNDS

**LICENSE AGREEMENT
ANGLOPHONE SCHOOL DISTRICT WEST & CITY OF FREDERICTON
ONE FREDERICTON HIGH SCHOOL
FREDERICTON HIGH**

Regular School Period: The school grounds will be available from the 1st day of classes after the Summer Break to the last day of classes before the Summer Break as prescribed by the school calendar; except for summer, Christmas and March breaks as noted below.

Hours of use: Monday to Friday 6:00 pm to dusk
Saturday and Sunday 8:00 am to dusk

Area of use: Sport field(s)
(if applicable) Track
Tennis Courts

Summer Program: From the 1st day of the summer break until the last day of the summer break as prescribed by the school calendar.

Hours of Use: Monday to Sunday 8:00 am to Dusk

Area of Use: Sport field(s)
(if applicable) Track

±100 hours of use on the soccer fields are allocated for all Community Programs, per season.

In addition, the District utilizes the following sport fields, which the User, at its cost, sole discretion and availability, shall continue to line and paint the following fields:

- FHS (3)
- Devon Middle School
- Barker St Field
- Nashwaaksis Middle School (3)
- Fisher Field
- Thompson Field
- Prospect Fields (2)
- Queen Square Softball
- Bliss Carmen (Softball)
- Bliss Carman (soccer)
- Henry Park Softball
- MacLoon Softball

APPENDIX "C" - LEO HAYES

CITY OF FREDERICTON - CHECKLIST			
SUBJECT:	LEO HAYES HIGH SCHOOL SUPERVISOR'S CHECKLIST	CHECKLIST NO.	LEI-CHK-012
		ISSUE NO.	1.2
PAGE NO.	PAGE 1 OF 2	ISSUE DATE:	02/08/10
PREPARED BY:			

Please fill out this entire sheet. It is extremely important that it be done as accurately as possible. It will assist us in cases when damage and vandalism occur.

Date: _____ Supervisor: _____ Time You Arrived: _____ Time You Left: _____
 Supervisor: _____ Time You Arrived: _____ Time You Left: _____
 Supervisor: _____ Time You Arrived: _____ Time You Left: _____

Opening Checklist (check items as completed)

Upon entering the facility, check the entire area for signs of damage hazards, maintenance and custodial issues: _____. If any issues are found, please note details: _____

(Please use the back of this sheet if there is not sufficient space.)

Post hole cover check completed: _____
 All unneeded areas are locked down/secure: _____

1st Group's Name _____	Time Arrived _____	Time Left _____
Space Rented _____	# of Participants _____	Comments _____
2nd Group's Name _____	Time Arrived _____	Time Left _____
Space Rented _____	# of Participants _____	Comments _____
3rd Group's Name _____	Time Arrived _____	Time Left _____
Space Rented _____	# of Participants _____	Comments _____
4th Group's Name _____	Time Arrived _____	Time Left _____
Space Rented _____	# of Participants _____	Comments _____

(Attach an additional sheet if more than 4 groups attend.)

Closing Checklist (check items as completed)

Gym floor swept; all garbage picked up: _____
 Broom shaken out: _____
 Post hole cover check completed (see below): _____
 Washrooms: all toilets flushed, paper and garbage picked up: _____
 All equipment, chairs, tables and benches stored in their proper places: _____
 Equipment room: all equipment is put away and area is tidy: _____
 Emergency Exits double checked and secure: _____
 All corridor doors shut tight; all unneeded Lights turned off: _____
 Garbage issues: (Fri., Sat., Sun. and large events only);
 put bags in dumpster and put new bags in containers: _____

Closing Checklist (continued)

Did you notice any damage in any of the above areas: Yes ___ No ___

If yes, where and what was it?

Is there anyone left in the school? Yes ___ No ___

If so who? _____

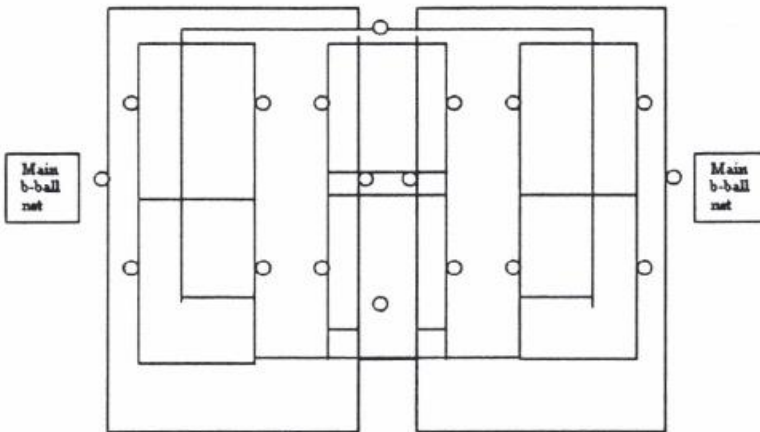
Were there any accidents or unusual incidents during this shift? Yes ___ No ___

If yes, attach details/report form to this sheet.

Additional Comments:

Post Hole Cover Opening Check

Main gyms. 18 covers: 12 badminton, 6 volleyball. Check off covers on diagram if they are all accounted for.



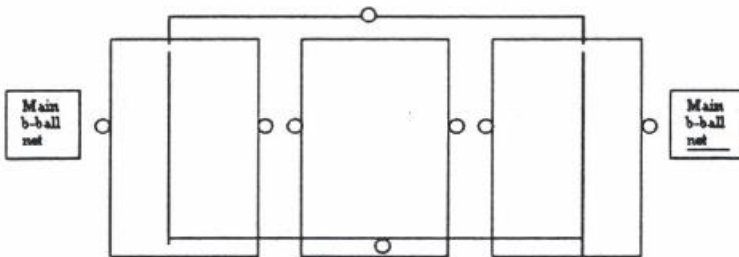
Post Hole Cover Closing Check Please check below if all are accounted for.

Side Gym: 8 covers -- 6 for badminton and 2 for volleyball: _____

Main Gyms: 18 covers -- 12 for badminton, 6 for volleyball: _____

Post Hole Cover Opening Check

Side gym: 8 covers, 6 for badminton and 2 for volleyball. Check off covers on diagram if they are all accounted for.



APPENDIX "D" – FREDERICTON

CITY OF FREDERICTON - CHECKLIST			
SUBJECT:	FREDERICTON HIGH SCHOOL SUPERVISOR'S CHECKLIST	CHECKLIST NO.	LEI-CHK-012
		ISSUE NO.	1.2
PAGE NO.	PAGE 1 OF 2	ISSUE DATE:	02/08/10
PREPARED BY:			

Please fill out this entire sheet. It is extremely important that it be done as accurately as possible. It will assist us in cases when damage and vandalism occur.

Date: _____ Supervisor: _____ Time You Arrived: _____ Time You Left: _____
 Supervisor: _____ Time You Arrived: _____ Time You Left: _____
 Supervisor: _____ Time You Arrived: _____ Time You Left: _____

Opening Checklist (check items as completed)

Upon entering the facility, check the entire area for signs of damage hazards, maintenance and custodial issues: _____. If any issues are found, please note details: _____

(Please use the back of this sheet if there is not sufficient space.)

Post hole cover check completed: _____
All unneeded areas are locked down/secure: _____

1st Group's Name _____	Time Arrived _____	Time Left _____
Space Rented _____	# of Participants _____	Comments _____
2nd Group's Name _____	Time Arrived _____	Time Left _____
Space Rented _____	# of Participants _____	Comments _____
3rd Group's Name _____	Time Arrived _____	Time Left _____
Space Rented _____	# of Participants _____	Comments _____
4th Group's Name _____	Time Arrived _____	Time Left _____
Space Rented _____	# of Participants _____	Comments _____

(Attach an additional sheet if more than 4 groups attend.)

Closing Checklist (check items as completed)

- Gym floor swept; all garbage picked up: _____
- Broom shaken out: _____
- Post hole cover check completed (see back of this sheet): _____
- Washrooms: all toilets flushed, paper and garbage picked up: _____
- All equipment, chairs, tables and benches stored in their proper places: _____
- Equipment room: all equipment is put away and area is tidy: _____
- Emergency Exits double checked and secure: _____
- All corridor doors shut tight; all unneeded Lights turned *off*: _____
- Garbage issues: (Fri., Sat., Sun. and large events only);
put bags in dumpster and put new bags in containers: _____
- Did you notice any damage in any of the above areas: Yes ___ No ___
- If yes, where and what was it? _____

Is there anyone left in the school? Yes ___ No ___

If so who? _____

Were there any accidents or unusual incidents during this shift? Yes ___ No ___

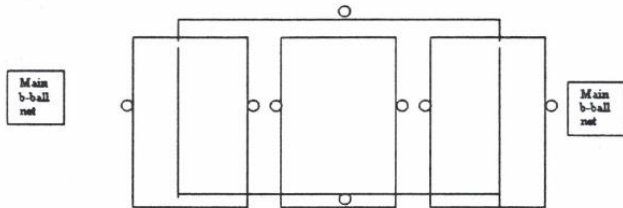
If yes, attach details/report form to this sheet.

Additional Comments:

Post Hole Cover Closing Check — Are all post & hole covers accounted for? Yes / No If no, please circle missing

Post Hole Cover Opening Check -- Side gym #4: 8 covers, 6 for badminton and 2 for volleyball

Post Hole Cover Closing Check – Are all post hole covers accounted for? Yes / No If no, please circle missing one(s).



Post Hole Cover Opening Check -- Main gyms 26 covers: 12 badminton, 6 volleyball, 8 gymnastics

Post Hole Cover Closing Check – Are all post hole covers accounted for? Yes / No If no, please circle missing one(s).

