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WCS Commercial Kitchen - Rental Agreement

Between:

**THE BOARD OF EDUCATION OF THE SOUTH EAST CORNERSTONE SCHOOL
 DIVISION NO. 209
 (Hereinafter referred to as the Board)**

and

(Hereinafter referred to as the Applicant)

Whereas:

- (1) The Board is the owner and is responsible for the general supervision and control of **Weyburn Comprehensive School**, located at Weyburn, Saskatchewan (hereinafter referred to as the "School");
- (2) The Applicant wishes to rent the Commercial Kitchen (182 sq.m) within the Weyburn Comprehensive School to provide Catering Services for a function being hosted within the School; and
- (3) The Board wishes to facilitate the use;

NOW THEREFORE the parties hereto agree as follows:

1. Rental Period
<p>1.1 The Board hereby grants to the Applicant use of the Commercial Kitchen for the purpose of offering catering services in the School on;</p> <p>Date: _____</p> <p>Start Time: _____</p> <p>End Time: _____</p> <p>1.2 Both parties agree the Commercial Kitchen is not available for use on regular school days until after 4:00pm, Statutory Holidays and the month of July.</p>
2. Rental Rate
<p>2.1 A fee shall be payable to South East Cornerstone Public School Division No. 209 at a rate of \$80.00 per hour to cover the cost of utilities, maintenance and future capital equipment replacement.</p>
3. Applicant's Covenants
<p>3.1 The Applicant Licensee covenants and agrees with the Board as follows:</p> <ul style="list-style-type: none"> (a) not to use any part of the School except as provided for by this Agreement; (b) to provide a copy of a valid Catering License issued from Saskatchewan Health and ensure appropriate personnel hold a Food Safe certification; (c) to ensure the approved space is left in the same condition it was found; floors swept & mopped, garbage removed from premises, all sinks cleaned, etc. (d) to provide all serving equipment, such as but not limited to; flatware, cutlery, cups, warmers, saran wrap, foil, aprons, cleaning cloths, foodstuffs, etc.;

- (e) use of the walk-in cooler and freezer is subject to availability and at the discretion of the WCS Commercial Kitchen Program Instructor;
- (f) not to use the WCS Chef Office or dry storeroom;
- (g) to pay any wages or salary of personnel engaged to deliver the catering service;
- (h) not to bring any equipment into the School except with the consent and pursuant to the direction of the Board;
- (i) to advise the Board of any damage to, and of any state of disrepair of, the School that the Applicant becomes aware of while exercising the Rental Agreement;
- (j) not to transfer or assign the Rental Agreement;
- (k) not to permit persons other than those persons associated with the activity for which the Rental Agreement outlines;
- (l) to be solely responsible and answerable for all damages resulting from its use of the School and to indemnify the Board from all claims, costs and liabilities arising from the granting of the Board in respect of such damage shall be a debt due to the Board from the Applicant;
- (m) to maintain comprehensive public liability insurance in an amount not less than two million dollars (\$2,000,000.00) per occurrence; the Applicant shall provide evidence of the existence of the insurance.

4. Board's Rights and Covenants

- 4.1 The Board shall maintain the School in a condition that it is suitable for the purposes for which the Application is granted.
- 4.2 The Board shall heat, cool, ventilate, and provide electrical and sewer services to the School to meet the Applicant's reasonable needs but shall not be liable for indirect or consequential damages, including personal discomfort or illness, resulting from its failure to do so.
- 4.3 The Board shall insure the School against property damage, as would a reasonable owner but shall not be responsible to insure equipment or property brought into the School by the Applicant, its officers, employees, licensees, or invitees.
- 4.4 Notwithstanding anything contained in this Agreement, the Board may suspend the Application at any time to undertake work in relation to the School. The Board shall endeavor to accommodate the needs of the Applicant in such circumstances.

5. General

- 5.1 This agreement and any schedules hereto contain the entire understanding between the parties relating to the subject matter hereof. No amendment to this agreement shall be valid unless in writing and signed by each of the parties.
- 5.2 Every provision of this agreement is intended to be severable. If all or any part of any term or provision hereof is illegal, invalid or unenforceable for any reason, such illegality, invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this agreement.
- 5.3 The Board and Applicant acknowledge and agree that the relationship between them is solely that of independent contractors, and nothing herein shall be construed to constitute the parties as employer/employee, partners, joint-ventures, co-owners, or otherwise as participants in a joint or common undertaking. Neither party, nor its officers, employees or agents shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other.
- 5.4 This agreement shall inure to the benefit of and are binding upon each other parties hereto and its respective successors and permitted assigns.
- 5.5 This agreement shall be constructed in accordance with and governed by the laws, and subject to the jurisdiction of the courts, of the Province of Saskatchewan.
- 5.6 The Applicant shall not register this agreement or any notice or reference in respect of this agreement against the title to the Board's property.

6. Indemnity	
6.1	The Applicant is responsible for the cost of repair or replacement of any property where the damage is caused by any person whom the Applicant has permitted to enter the school premises or remain on the school premises during the period that the Applicant is permitted to use the space, and the amount of every expenditure made by the Board as a result of such damage is a debt due to the Board by the Applicant.
6.2	The Applicant hereby releases and saves harmless the Board from all liability that may arise in respect of any injury to any person on the school premises for the purpose of the activities of the Applicant and agrees to indemnify the Board for any claims, action, damages that may arise in respect of the use of the premises by the Applicant.

Amended April 2020

IN WITNESS WHEREOF the parties hereto have set their hands and seals.

DATED at Weyburn, Saskatchewan, this _____ day of _____, 20__.

BOARD OF EDUCATION OF THE SOUTH EAST CORNERSTONE
SCHOOL DIVISION NO. 209 OF SASKATCHEWAN

WCS PRINCIPAL

DATED at Weyburn, Saskatchewan, this _____ day of _____, 20__.

APPLICANT

PER