

**Administrative Procedure 6005 MR1**

***Access to Students – Hiring of Professional Performers***

Schools who wish to engage the professional services of performers who use equipment or perform activities not normally used in schools which could be harmful to the facility or its occupants (e.g. fireworks) shall utilize the following agreement. The principal shall determine whether or not the agreement is required.

# PERFORMANCE AGREEMENT

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

BETWEEN:

THE BOARD OF EDUCATION  
SCHOOL DISTRICT NO. 71 ( COMOX VALLEY)  
607 Cumberland Road  
Courtenay, British Columbia  
V9N 7G5

(hereinafter called the "Board")  
OF THE FIRST PART

AND:

(hereinafter called the "Contractor")  
OF THE SECOND PART

Purpose \_\_\_\_\_

Location \_\_\_\_\_

Date \_\_\_\_\_

Time \_\_\_\_\_

**Equipment/services required:**

---

---

---

---

---

---

---

**Board Adopted:** January 16, 2001  
**Revisions:** 0

**THE PARTIES HERETO AGREE AS FOLLOWS:**

1. The Board shall pay to the Contractor the following fees:

Advance Deposit \$ \_\_\_\_\_

Balance \_\_\_\_\_

G.S.T. \_\_\_\_\_

TOTAL \_\_\_\_\_

The full sum of the advance deposit is due and payable on or before:

---

The full sum of the balance plus G.S.T., if applicable, is due and payable on or before:

---

2. **INDEMNITY**

- 2.1 The Contractor agrees to indemnify and save harmless the Board, its employees and agents, from and against any and all losses, claims, damages, actions, causes of action, costs, expenses, demands, injury or damage to person or property, or liabilities, joint or several, of whatever kind or nature which the Board may sustain or to which it may become subject, arising out of or relating in any way to any act or omission of the Contractor, its employees, and/or its agents, sub-contractors, servants, licensees, or invitees, excepting always liability arising out of the independent negligent acts of the Board.
- 2.2 The Contractor shall be responsible for the defence of any suit brought against the Board on account of any claim arising out of or relating in any way to any act or omission of the Contractor, its employees, and/or its agents, sub-contractors, servants, licensees, or invitees, and shall satisfy any judgement against the Board resulting therefrom. The Board may, however, participate in the defence of any suit to which it is a party without relieving the Contractor of its responsibility for the defence of the suit. The Board shall forthwith, upon receiving notice of any suit brought against it, deliver the full particulars thereof to the Contractor, and the Contractor shall render all reasonable assistance requested by the Board in the defence thereof.
- 2.3 The Board shall not be responsible for injury to the Contractor's employees or its sub-contractors' employees or for loss or damage to any property of the Contractor or its sub-contractors or their employees which may be used or stored in, on, or about the premises.
- 2.4 The Contractor agrees to indemnify the Board for all or any loss of or damage to the Board's property or to any property of others for which the Board may be responsible, due to the activities of the Contractor, its employees, and/or its agents, sub-contractors, or licensees.

### 3. **INSURANCE**

Without restricting the generality of any indemnification/save harmless clause contained in this agreement, insurance coverages will be arranged and paid for as follows:

#### 3.1 General Liability Insurance

The Contractor and/or its agents, sub-contractors, or licensees shall at its own expense and in respect of all operations under this agreement obtain and maintain comprehensive general liability insurance with a limit of at least five million dollars (\$5,000,000.) inclusive per occurrence for bodily injury, death, and damage to property, including loss of use thereof. The liability insurance shall include coverage for:

- (a) premises and operations liability;
- (b) completed operations liability;
- (c) blanket contractual liability;
- (d) contingent employer's liability;
- (e) cross liability;
- (f) severability of interest;
- (g) personal injury liability;
- (h) liability with respect to non-owned licensed vehicles;
- (i) broad form property damage; and
- (j) tenant's fire damage legal liability

3.2 The insurance will cover the Board as an additional named insured.

#### 3.3 Property Insurance

The Contractor and/or its agents, sub-contractors, or licensees shall provide, maintain, and pay for "all risks" of physical loss or damage covering the full replacement cost values of all materials, property, structures, and equipment forming part of the performance.

#### 3.4 Workers' Compensation

The Contractor shall maintain and pay for and require its agents, sub-contractors, and/or licensees to maintain and pay for Workers' Compensation coverage complying fully with all requirements in B.C.

3.5 The Contractor and/or its agents, sub-contractors, or licensees shall provide, maintain, and pay for any additional insurance which they are required to provide by law or which is necessary to cover risks not otherwise covered by insurance specified in this section.

3.6 These insurances will contain a waiver of the insurer's rights of subrogation against the Board.

3.7 Unless specified otherwise, each insurance policy shall be maintained continuously from the commencement of the presence of the Contractor and/or its agents, sub-contractors,

or licensees on Board property until the completion of the performance and removal of all property belonging to the Contractor.

- 3.8 The Contractor and/or its agents, sub-contractors, or licensees shall, prior to the commencement of the performance, provide the Board with proof of insurance for those insurances required to be provided.
4. The Contractor shall pay to the proper authorities all monies payable pursuant to the laws of any level of government for licensing and other purposes and indemnifies and saves harmless the Board from and against all liabilities thereof.
5. The Contractor shall take the responsibility for paying to all performing rights organizations, composers, authors, and publishers associations, the approved fees, charges, or royalties for music that is offered as part of their program or entertainment.
6. Advertising for the performance will be approved and distributed by the Board.
7. The Board has sole right to operation of concessions.
8. The Contractor shall not construct, erect, or attach or cause or permit to be constructed, erected, or attached, any device, fixture, or other thing of whatsoever nature to any part of the premises without the prior consent of the Board.
9. The Contractor shall provide competent technicians to operate audio-visual and other special equipment on the premises. The Board reserves the right to approve such technicians or to hire its own technicians at the Contractor's expense.
10. The Contractor shall observe and comply with all applicable fire, health, and safety bylaws and regulations, including using only fire-proofed stage props.
11. The Contractor understands and shall strictly observe and comply with all regulations and rules of the Board relating to the use of school district facilities.
12. The Board may in its absolute discretion terminate this agreement and thereby sever all obligations hereunder to the Contractor, without the Board incurring any liability for resulting losses if the performance is in any way interfered with or curtailed by reason of fire, mechanical failure, accident, casualty, lockout, strike, labour conditions, riot, war, Acts of God, legislative enactment of any kind by any level of government, or any circumstance beyond the Board's control. Furthermore, the Board reserves the right to cancel without notice.
13. The Contractor, including its officers, employees, agents, and workmen, is not an agent or employee of the Board and so shall not at any time be deemed one.
14. This agreement may not be assigned by either party without the proper written consent of the other party.

IN WITNESS WHEREOF the parties hereto have set their hands the day and year first above written.

FOR THE BOARD OF EDUCATION  
SCHOOL DISTRICT NO. 71 (COMOX VALLEY):

\_\_\_\_\_  
Please Print Name

\_\_\_\_\_  
Secretary-Treasurer  
Signature

FOR THE CONTRACTOR:

\_\_\_\_\_  
Please Print Name

\_\_\_\_\_  
Title/Position

\_\_\_\_\_  
Signature