



**ADDITIONAL CLAUSES TO THE APPLICATION FOR RENTAL RELATED TO COVID 19**

**THIS DOCUMENT WILL FORM AN INTEGRAL PART OF THE RENTAL APPLICATION & CONTRACT SIGNED ON \_\_\_\_\_ (hereinafter the "Contract") which intervened between:**

\_\_\_\_\_  
(hereinafter the "Lessee")

**AND**

\_\_\_\_\_  
(hereinafter the "School").

**THE LESSEE HEREBY COVENANTS, RECOGNIZES AND AGREES TO THE FOLLOWING:**

1. To respect all sections of the Contract including all Rules and Regulations as stipulated in said Contract;
2. As indicated in section 4 of the Rules and Regulations of the Contract, the Caretaker's service is to provide supervision of the School's property and facilities only, the opening and closing of doors and ensuring that the rental facilities are in appropriate condition.

Considering the current COVID-19 situation, the cleaning within the premises of the School must respect all relevant directives given by the Government of Québec and the CNESST. The Lessee acknowledges and agrees to perform all cleaning at their own cost, inside and outside the premises as follows:

- i. All cleaning required to their own materials and equipment;
- ii. All cleaning to any equipment or surfaces used throughout the day including, without limitation, frequently touched surfaces such as desks, tables, chairs, toys, sports articles, play areas and sanitary facilities;
- iii. All cleaning required in conformity with the recommendations of the Workplace Sanitary Standards COVID- 19 guide for the Day Camp Sector and any other guidelines or guides issued by the CNESST, the Government of Québec or by Public Health Authorities.

If additional cleaning is required for caretaking services provided by the School due to COVID-19, the Lessee will be charged accordingly should the amount as estimated in section 3 of the Contract not represent the actual costs at the end of the duration of the Contract.

It is the responsibility of the Lessee to ensure that the latter remains properly informed of all relevant directives given by the various governmental authorities notably with regard to sanitary measures. The Lessee is also responsible for the use and provision of any and all personal protective equipment such as masks, sanitizers and other sanitary measures or equipment to its users and employees, at its own cost. For more information, documents are available on the CNESST website with regard to the Day Camp Sector: <https://www.cnesst.gouv.qc.ca/salle-de-presse/covid-19-info-en/Pages/toolkit-day-camp-sector.aspx>

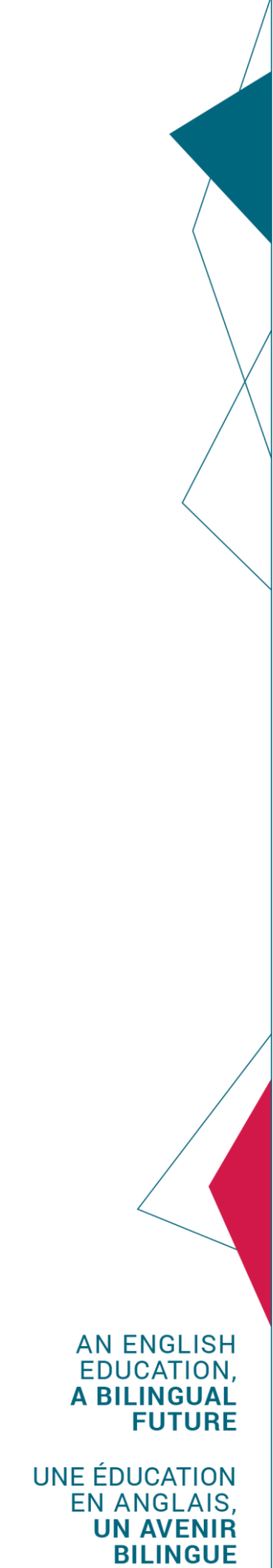


450-621-5600  
1 866-621-5600

F 450-965-4208

Sir Wilfrid Laurier School Board  
239, montée Lesage  
Rosemère (Québec)  
J7A 4Y9



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3. As indicated notably in section 6 of the Rules and Regulations of the Contract, the School will not be liable for damage to persons or property nor for the loss of property resulting from the exercise of the rights granted to the Lessee under the Contract.

Therefore, the Lessee agrees to assume full liability and hold harmless the Sir Wilfrid Laurier School Board (including all costs for its defence and notably attorney fees and any award rendered against the board or School in capital, interests and costs) in the event of any claim that may arise out of the occupancy of the premises and/or the use of the equipment of the School, including, without any limitation, any claim resulting from any breach, fault, negligent conduct of the Lessee, its employees, representatives, subcontractors, and any claim for damage or loss related to COVID-19.

4. As indicated in section 6 of the Rules and Regulations of the Contract, the Lessee must be covered by their own liability insurance. Said insurance must be for a minimum of two millions dollars (\$2 000 000).
5. To advise, in writing, without delay, the School of any event that may give rise to a claim and of any deficiency in the equipment or premises used. Furthermore, the Lessee is obligated to cease utilization of all facilities until such time that the latter is advised in writing, that the problem has been rectified, and that the Lessee is once again permitted to use the facilities.
6. As indicated in section 11 of the Rules and Regulations of the Contract, the School reserves the right to cancel any part of the Contract if it becomes necessary to use the premises for educational purposes by sending a five (5) working day notice.

**CONSIDERING THE COVID-19 SITUATION, THE SCHOOL RESERVES THE RIGHT TO CANCEL THE CONTRACT, IN WHOLE OR IN PART, OR TO CANCEL ONE OR SEVERAL DAYS, WITHOUT NOTICE, FOR ANY EMERGENCY RELATED TO SANITARY MEASURES. THE SCHOOL ALSO RESERVES THE RIGHT TO CANCEL THE CONTRACT FOR ANY OTHER MEASURE LINKED TO COVID-19 WHICH INCLUDES NOTABLY, THE ISSUING OF DIRECTIVES FROM THE GOVERNMENT OF QUÉBEC, PUBLIC HEALTH AUTHORITIES OR THE SCHOOL BOARD. THE LESSEE THEREFORE SIGNS THE CONTRACT ACKNOWLEDGING AND ACCEPTING THE RISKS WITH REGARD TO A POSSIBLE CANCELLATION BY THE SCHOOL RELATED TO COVID-19, AT ANY GIVEN TIME.**

Any credit due, following any such cancellation shall be issued to the Lessee at the end of the Contract. **NO OTHER FEE, LOSS OF REVENUE, DAMAGE OR PENALTY WILL BE PAYED BY THE SCHOOL FOR A CANCELLATION LINKED TO COVID-19, THE LESSEE SIGNING THE CONTRACT AT ITS OWN RISK.** If such cancellation is due to a breach of the Contract by the Lessee, no credit will be given by the School and all additional costs will be charged to the Lessee.


7. As indicated in section 15, the Lessee is responsible for ensuring room capacities are not exceeded.

Considering the COVID-19 situation, the Lessee hereby undertakes to respect all directives given by the Government of Québec or any competent authority, with regard notably, without any limitation, to gatherings, social distancing, practicing sports and activities. The Lessee will assume full liability in this regard and will hold the School and the board harmless as mentioned in section 3 herein.

8. This document as well as the Contract binds the Lessee, its representatives, employees, directors, managers and any other person that may be present or make use of the premises and/or equipment while Lessee has enjoyment thereof.

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9. This document is binding whether Lessee has the use for free or pays a rental fee for the equipment or premises of the School.

10. In the event of any conflict between the provisions of this document and those of the Contract, this document will take precedence and its provisions will govern.

SIGNED THIS ON: \_\_\_\_\_

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**THE LESSEE**

**Organization:**

**Name of the representative:**



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