



ANNEX TO THE APPLICATION FOR RENTAL WITHIN THE CONTEXT OF COVID-19

THIS DOCUMENT FORMS AN INTEGRAL PART OF THE APPLICATION FOR RENTAL (THE RENTAL 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 Guide to Sanitary Standards – COVID-19* and any other guidelines or guides issued by the CNESST, the Government of Québec or the Public Health Authorities applicable to the Lessee and their sector of activity.

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 Contract.

It is the responsibility of the Lessee to remain 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 the Lessee's users and employees, at the Lessee's own cost.

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 the Lessee's defence and notably attorney fees and any award rendered against the school 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, their employees, representatives and subcontractors, and any claim for damage or loss related to COVID-19.




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Sir Wilfrid Laurier School Board
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Rosemère (Québec)
J7A 4Y9



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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 million 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 Lessee is advised in writing that the problem has been rectified and that they are 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 notice of five (5) working days.

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 or for any other exceptional measure linked to COVID-19. Any credit due following any such cancellation shall be issued to the Lessee at the end of the Contract. No other fee, compensation for loss of revenue, damage or penalty will be paid by the School for an emergency cancellation. 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 of the Rules and Regulations of the Contract, the Lessee is responsible for making sure that 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, notably with regard, 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 school board harmless, as mentioned in section 3 herein.

8. This annex as well as the Contract binds the Lessee, their representatives, employees, directors, managers and any other person that may be present or make use of the premises and/or equipment while the Lessee has enjoyment thereof.
9. This annex is binding whether the 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 annex and those of other annexes or waivers previously signed, this annex will take precedence and its provisions will govern.

SIGNED THIS _____ DAY OF _____ 2021 IN _____

THE LESSEE

Organization:

Name of the representative:

**AN ENGLISH
EDUCATION,
A BILINGUAL
FUTURE**

**UNE ÉDUCATION
EN ANGLAIS,
UN AVENIR
BILINGUE**

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