

*MEDICINE HAT PUBLIC BOARD OF EDUCATION OPERATES AS MEDICINE HAT PUBLIC SCHOOL DIVISION,
AND FOR THE PURPOSE OF THIS DOCUMENT WILL BE REFERRED TO AS "MHPSD" AND/OR "DIVISION"*

SECTION 400 – Business Administration

**ADMINISTRATIVE PROCEDURE - EXHIBIT: LONG-TERM OFF-CAMPUS
USE OF SCHOOL EQUIPMENT AGREEMENT**

<i>EXHIBIT CODE:</i>	<i>414 E 001</i>
Policy Reference: 414 – School Supplies and Equipment	

EXHIBIT

See below for Long-Term Off-Campus Use of School Equipment Agreement.

Approved: February 22, 2005

Revised: December 5, 2016

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Long-Term Off-Campus Use of School Equipment Agreement

THE BOARD OF TRUSTEES OF MEDICINE PUBLIC SCHOOL DIVISION

(Hereinafter called "The Owner" OF THE FIRST PART)

- and -

(Hereinafter called "The User" OF THE SECOND PART)

AGREEMENT

WHEREAS the Owner requires monitoring the non-school use of School Equipment by School Division personnel;

AND WHEREAS the Owner has agreed to provide such equipment for off-campus use by School Division personnel, subject to the following terms and conditions:

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT:

1. **EQUIPMENT AND SUPPLIES**

Equipment and software, as identified in Schedule I attached hereto and forming part of this Agreement, shall be made available for use to the User outside of regular school hours after being properly requested, in writing, to the Principal and Secretary Treasurer, and a model/serial number being provided to the Owner by the User.

Written approval must first be obtained by the User from the Principal and Secretary Treasurer before the equipment is removed from the school premises.

2. **UTILIZATION FEE**

It is understood and agreed by the parties hereto that there will be no fees charged to the User for the use of the equipment.

3. **LIABILITY**

It is understood and agreed by the parties hereto that should any damage occur to the equipment being used by the user while in his or her possession, all costs necessary to repair and put in good working order for use by the school, shall be borne by the User.

It is understood and agreed that unseemly conduct with respect to the use of any School Division equipment by the user will result in immediate cancellation of any application which may have been approved.

4. TERM OF AGREEMENT

The effective date of this Agreement shall be the date agreed upon by the Owner and User herein, and shall remain in full force and effect until agreed upon and most definitely by the _____, at which time the said equipment and software must be returned to the school premises from which it was taken.

5. COPYRIGHT

The user specifically agrees that he or she will not violate copyright laws in conjunction with use of the said property.

6. GENERAL

There are no representations, warranties, agreements or understandings between the parties hereto other than as expressly contained herein, and this agreement contains all the terms and conditions agreed on by the parties hereto.

This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

THE OWNER AND THE USER herein specifically state that all terms and conditions as set out above are understood and agreed to and that they shall strictly adhere to the same.

DATED at the City of Medicine Hat, in the Province of Alberta, this _____ day of _____, A.D. 20____.

THE BOARD OF TRUSTEES OF MEDICINE HAT PUBLIC SCHOOL DIVISION

Principal

Secretary Treasurer

WITNESS as to the signature
of User

User

Address