

DISTRICT OF FORT ST. JAMES

POLICY AND PROCEDURE MANUAL

POLICY GROUP:	Buildings and Property
SUBJECT:	Storage on District Property
POLICY NO.:	3.4
ADOPTED:	January 28, 2009
REVISED:	
ADMINISTERED BY:	Department Heads

Policy: Only authorized third party materials may be stored on District Property

Objective: To keep District properties in a condition that is not unsightly.
To reduce the District's exposure to liability.

Procedures:

1. Except as detailed below, only items that are owned or in use by the District and its employees in the usual course of District business may be stored on premises owned by the District.
2. Personal items owned by employees, (with the exception of a reasonable number of small items such as photographs, notebooks, briefcases, etc., kept in the employee's work space) may not be stored on premises owned by the District unless the item(s) are required for use in the usual course of District business (such as mechanic's tools).
3. Department heads may, on request, use their discretion to permit a not-for-profit Applicant to store item(s) owned by the Applicant on District premises, subject to the following conditions:
 - a) There is sufficient space on or in the requested premises for the item(s) to be kept without creating an unsightly property;
 - b) An authorized person from the organization must sign an agreement (Form "A") which will free the District from any and all liability related to the items' storage;
 - c) The department head must keep a list of all items stored on behalf of a not-for-profit organization, along with their locations, the name of the organization, and contact information.
 - d) The department head must make appropriate arrangements with the organization for access to the item(s).

POLICY 3.4 – FORM “A”

AGREEMENT TO STORE ITEMS ON DISTRICT PREMISES

BETWEEN

Name of Organization: _____
(the “Applicant”)

Contact Person: _____

Telephone Number: _____

Mailing Address: _____

AND

DISTRICT OF FORT ST. JAMES
PO Box 640, Fort St. James, BC V0J 1P0 (the “District”)

FOR STORAGE OF THE FOLLOWING:

Item(s) Stored:	Premises:
_____	_____
_____	_____
_____	_____
_____	_____
(the “Item[s]”)	(the “Premises”)

1. The District is the owner of the Premises, and the District has agreed to store the Item(s) named above for the Applicant at the Premises named above on the terms set out in this agreement.
2. The Applicant will have the right to store the Item(s), subject to the following terms and conditions, for the Term set out below:

from: _____ to _____,
subject to renewal or earlier termination.
3. The District will allow the Applicant reasonable access to the Item(s) during the regular business hours of the District. If access is required outside of regular business hours, the Applicant must make prior arrangements with the District.

4. The Applicant agrees to waive any and all claims that it has or may have in the future against the District and its officers, employees and representatives arising from or in any way connected with the storage of the above named item(s) due to any cause whatsoever including negligence or breach of any statutory or other duty of care.
5. The Applicant agrees to hold harmless and indemnify the District from any and all liability for any damage to the item(s) or personal injury to any third party resulting from the storage of the item(s) due to any cause whatsoever, including negligence or breach of any statutory or other duty of care.
6. Prior to execution of this agreement, the Applicant will obtain and agrees to maintain during the term of this agreement, comprehensive general liability insurance including, without limitation, coverage for the indemnity provided in this agreement on terms satisfactory to the District. The insurance policy will be written on a comprehensive basis with inclusive limits of not less than \$1,000,000.00 per occurrence including \$1,000,000.00 for bodily injury and/or death or such higher limits as the District may require from time to time. The Applicant will provide the District with evidence of such insurance coverage in the form of an executed copy of the certificate of insurance in a form satisfactory to the District.
7. This agreement may be renewed by agreement of both parties.
8. This agreement may be terminated by the District at any time during the Term for any reason, provided 30 days' notice, in writing, is given to the Applicant.
9. This agreement may be terminated by the Applicant at any time during the Term for any reason provided that five days' notice, in writing, is given to the District.
10. The signatory warrants and represents that the execution of this agreement by the signatory on behalf of the Applicant is a warranty and representation to the District that the signatory has sufficient power, authority and capacity to bind the Applicant with his or her signature.

Authorized Signature of the Applicant: _____

Authorized Signature of the District: _____

Signature of Witness: _____

Date: _____