

2025 PRIVATE THERAPIST ACCESS AGREEMENT

SEAPARC Recreation Centre

Please complete and return to reception desk.



PRIVATE THERAPIST INFORMATION

Name: _____
Company Name: _____
Mailing Address: _____
City: _____
Phone: _____
E-mail: _____

(the "User")

ACKNOWLEDGEMENTS

Commercial operators (physiotherapists, occupational therapists, massage therapists, kinesiologists, etc.) not in the employment of or contracted to the Commission may make use of the SEAPARC Recreation Centre facilities (the "Facilities") for the benefit of their clients under the following conditions, as established under Policy NO. A-100.28 Private Therapist Access Policy.

The User is a commercial operator and wishes to use the Facilities as follows:

[Please describe the nature of the work you will conduct in the Facilities]

(the "Purposes").

AGREEMENT

Please **read** and indicate your understanding and agreement by **initialing** each line below:

_____ **PAYMENT:** The User agrees to pay the commercial user rate per visit prior to accessing the Facilities. The User's clients and participants must pay the appropriate drop-in fee. The User acknowledges that the CRD may adjust fee rates without notice to the User, as per the Fees and Charges Bylaw.

_____ **FACILITY USE:** Access to the Facilities will only be permitted during regularly scheduled drop-in sessions unless previously arranged through the relevant program coordinator. All facility and equipment usage policies and procedures must be followed.

_____ **CONFLICT:** Facility and equipment usage by outside, private therapists/instructors may not be approved if it is determined that a similar existing service is already being provided by SEAPARC.

_____ **EMERGENCIES:** The User is responsible for the safety and supervision of the participants in their instruction or care at all times. All emergencies and first aid incidents must be reported to the front desk where they will page a lifeguard or designated first aid attendant to attend the first aid.

_____ **CODE OF CONDUCT:** The User has reviewed and understands the code of conduct:

I am responsible for and will control my actions at all times or I will leave the facility. I will treat all others and this facility with respect. I will interact in this facility in a safe and courteous manner. Failure to comply with this code of conduct may result in my immediate expulsion from this facility and/or limitations on my ability to enjoy its use.

_____ **INDEMNIFICATION:** The User shall release, indemnify, and save harmless the CRD and its elected officials, appointed officers, employees, volunteers, agents, and contractors from and against any claims, costs, losses, damages, actions, causes of action, and expenses arising from or caused by any error, omission, or wilful or negligent act of the User or its clients, participants, patients, agents, employees, sub-consultants, or sub-contractors, or from its breach of this Agreement.

_____ **INSURANCE:** The User shall provide and maintain at its expense any insurance that it is required to provide by law or by professional regulation, or that is reasonably necessary to insure against any risks it may assume as a result of entering into this Agreement and using the Facilities, including coverage for its employees as required by the *Workers Compensation Act*. Without limiting the foregoing, the User shall maintain Commercial General Liability Insurance covering losses to a third party for bodily injury or death, property damage, and unlicensed vehicle and attached equipment operations in accordance with the following terms:

1. This insurance shall be an all risk, occurrence-based policy with a two million (\$2,000,000.00) minimum limit on an occurrence basis.
2. The Capital Regional District shall be named as an additional insured.
3. This policy shall contain the separation of insureds, cross liability clause in the conditions of the policy.
4. All such policies shall provide that no cancellation or material alteration in the policy shall become effective until 15 days after written notice of such cancellation, or alteration has been given to the CRD.
5. The User shall provide the CRD with a certificate or certificates of insurance as evidence that such insurance is in force including evidence of any insurance renewal or policy or policies.

_____ **PROVIDE COPY OF BUSINESS LICENSE** If applicable

_____ **PROVIDE COPY OF PROFESSIONAL DESIGNATION AND REGISTRATION NUMBER**

_____ **PROVIDE COPY OF INSURANCE CERTIFICATE**

The Capital Regional District ("CRD") agrees to allow the User to make use of the Facilities for the Purposes.

This Agreement will be effective on the date of signing by the User and the CRD and will remain in effect until _____ unless earlier terminated. The CRD may terminate this Agreement at its sole discretion upon written notice to the User.

IN WITNESS WHEREOF the parties have duly executed this Agreement as of the ____ day of _____, 2025.

CAPITAL REGIONAL DISTRICT by its authorized signatory:

Name (print): _____

Commercial Operator by its authorized signatory:

Name (print): _____

The personal information contained on this form is collected in accordance with section 26 (c) of the Freedom of Information and Protection of Privacy Act, and will only be used for the purpose for which it is collected. If you have questions about the collection and/or use of this information, please contact Shari Mason, Administration Services Coordinator, SEAPARC Recreation Centre, 250-642-8004, smmason@crd.bc.ca, 2168 Phillips Rd.