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Facility Rental Agreement & Terms and Conditions

Please note that rental is confirmed ONLY upon receipt of signed Facility Rental Agreement and proof of insurance. All fees including GST must be paid in full at the time of booking or at least 30 days prior to the facility usage

I, User-name _____ (herein called the "User") of name of Organization _____

agree to rent description of facility _____ from Camosun College (herein called the "College") from

start date _____ to end date _____.

In doing so I agree to the following terms and conditions:

Indemnification and Hold Harmless Clause

The User shall indemnify and hold harmless the College and any of its officers, employees, servants, agents, contractors, and volunteers from any and all loss, liability, claims or expenses arising out of the use and/or occupation of the property belonging to the College by the user group and any of its officers, employees, servants, agents, contractors, and volunteers, except to the extent that such loss arises from the independent negligence of the College.

Incident Reporting Requirement

Following an incident or accident, an "Incident Report Form" must be completed and submitted to the College within 48 hours. An "Incident Report Form" can be completed and submitted to Student Records Dept at the College and is required if

- Medical or first aid attention is required OR if loss or damage to College property occurs

Liability Insurance Clause

The User shall, without limiting its obligations or liabilities herein and at its own expense, provide and maintain the following insurances with insurers licensed in British Columbia and in forms and amounts acceptable to the College:

General liability insurance with a limit of not less than One Million Dollars (\$1,000,000.00), inclusive per occurrence for bodily injury and property damage including loss of use thereof. Such insurance shall extend to cover the user, its officers, employees, servants, agents, contractors, and volunteers and shall include the College, its officers, employees, servants, agents, contractors and volunteers as additionally insured with respect to liability arising out of the use or occupation by the user of the property belonging to the College.

If the User does not have general liability insurance it may be purchased through the College for a nominal fee.

Does the User require insurance through the College? Please Initial Yes _____ No _____

Certificate of Insurance Clause

If the User already has liability coverage they shall provide the College with evidence of all required insurance prior to the event date. Such evidence of insurance shall be in the form of a certificate of insurance. When requested by the College, the User agrees to provide certified copies of required insurance policies.

NOTE: These certificates should be issued by the insurer or insurance broker of the user group and must contain the following information:

1. Name of the insurance company and the binder or policy number
2. Name and address of the Insured (user group)
3. Policy period (covering at least the period of the facility rental)
4. Description of coverage
5. Policy limits
6. Description of insured operation and location(s)
7. Signature of authorized representative and date

Waiver of Subrogation Clause

The User hereby agrees to waive all right of subrogation or recourse against Camosun College with respect to the use or occupation by the user of the premises described in the license agreements.

Facilities Usage

User agrees that the use of the facility rental:

1. Does not conflict with the College's Mission and Values and is in accordance with the College's policy on Facilities Use.
2. Does not cause interference with the orderly functioning of the College or infringe upon the rights or privileges of others; these rights include the right to peaceful pursuit of campus activities and to enjoy the rule of law.
3. Does not promote hatred or discrimination against, or expose to contempt, any person or group of persons as applicable under legislation or law.
4. Does not advertise, promote or operate programs or services that compete with College programs and does not compete with College activities including commercial activities or those that otherwise conflict with current contracts or agreements
5. Does not directly or indirectly contravene provisions of any law, statute, regulation, by-law, enactment, policy, or otherwise, of Canada, of the Province of British Columbia the Municipality of Saanich and of the College. This includes the Criminal Code of Canada, the Human Rights Act of British Columbia, the Freedom of Information and Protection of Privacy Act and other laws of general application.
6. Will be used solely for conduct related to their activities and the User will be held financially responsible for any damages to the facility or loss or replacement of any equipment that is damaged or lost that may be incurred as a result of their activity.
7. User agrees that boisterous or nuisance persons will be requested to leave the College.
8. Will be used only for the activities for which they have been designated.

Alcohol

User must obtain a Special Occasion Liquor Licence if alcohol will be served. Only College Food Services or the College Preferred Caterers with "Serving it Right" certificate may serve alcohol. At the discretion of the College, a minimum of one (1) College Security Guard must be hired at the User's expense and is given direction by College Safety or designate. Security must be present from commencement of to one hour following the event and must be provided an on-site contact person to liaise with during the event. Security Guard has the authority to curtail or cancel the event if required. Alcoholic beverages must not be removed from the designated rental facility. Unless otherwise agreed upon and at the discretion of the College, alcohol may be served until 1:30 AM; guests are required to leave the facility by 2 AM.

Event Request Form

User agrees to complete and submit a College "Event Request" form 30 days prior to the event.

Catering

All catering services are provided through the College Food Services; Campus Cafeterias or the Urban Diner. If College Food Services are unable to provide the requested services, the User may arrange catering through the College's preferred external caterers.

Signage and Décor

User agrees not to affix décor or signage to College property with nails, screws or staple guns and agrees to remove all décor, signage directly following the event.

Grounds and Courtyards

User may request to rent designated outdoor space for a fee if available. Renting outdoor space must be arranged by the User at the time of booking. It is prohibited to park vehicles on grounds and lawns.

Waste

Waste and recyclable containers may be provided upon request. User agrees to appropriately dispose of all garbage generated by the event immediately thereafter. User agrees that the rental facility will be left clean and in an organized fashion.

Parking

Parking on campus is subject to the College parking regulations and as such, the User agrees that parking charges will be at the User's expense.

Security

It is mandatory for the User to hire College Security Guards if alcohol will be served. User agrees to hire College Security Guards for an event depending on size, scope and activity should the College deem Security necessary.

Smoking

Smoking is prohibited in College facilities and within 5 meters (16 feet) of doors, opening windows and air intakes.

Music

User agrees that sounds levels from musical instruments or recorded music will be kept to a reasonable level. The User must obtain SOCAN licensing for performance of live music.

Use of Camosun College Name/Logo

The Camosun College name and/or logo may not be used to advertise an event unrelated to college business. It is permitted to name Camosun College and its specific venue as the location of the event on invitations.

Payment and Deposit

- All fees including GST must be paid in full at the time of booking or **at least 30 days** prior to the facility usage. Payment by credit card, debit card, check or cash will be accepted.
- If booking is made **less than 30 days** prior to the facility usage, payment in cash, debit card or credit card will be accepted. Checks will not be accepted.
- A damage deposit may be requested at the discretion of the College. User and the College will be required to complete a pre-and post-event site inspection. User will be reimbursed by the College within 30 days following the post-event site inspection

Cancellation Policy

In the event of cancellation, a written cancellation must be provided to Camosun College by email (roombook@camosun.bc.ca) or in writing to the address on this Facility Rental Agreement and the following policy shall apply:

- If cancellation is received more than 30 days prior to the facility usage, the User will be reimbursed all fees with the exception of a \$50 administrative fee.
- If cancellation is received less than 30 days prior to the event, the User will be reimbursed 50% of the total rental fees.

The College reserves the right to cancel a booking or terminate this agreement where:

- The College will not exercise its right to cancel a booking in an unreasonable manner and will provide as much notice to the User as possible. The College will cancel only if it is unable to hold up its obligations for reasons including but not limited to emergency conditions, strike and labor dispute or an official College Event under the authority of the President or the Director of Ancillary Services of the College. The College will endeavor to provide the User with an alternate facility. If the alternate facility is not suitable to the User, as much notice as possible will be given and the full fees will be reimbursed.
- Where the College cancels a booking for any reason within this agreement, the User agrees that the College is not responsible or liable for any loss or damage suffered by the User.

User Contact Information

Name of User _____
 Address _____ City/ Prov. _____ Postal Code _____
 Telephone home _____ work _____ cell _____
 Email _____
 Alternate Contact (name and phone number): _____

In signing, I agree to the terms of this agreement,
 Signature of User _____ Date _____