

FACILITY RENTAL - TERMS AND CONDITIONS

1. The **Facility Rental – Terms and Conditions** must be acknowledged and agreed upon by the renter before any University facilities are rented. Once accepted, these terms and conditions form part of the rental contract and invoice.
2. In renting the facilities, the renter agrees:
 - a) to abide by all University policies and regulations, all Provincial and Federal laws, and City bylaws;
 - b) to only use the facility for the purpose stated in the rental application and for no other purpose; and
 - c) that the University is not responsible for damages or loss of any articles belonging to the renter or the renter's guests.
3. The University has the right to manage and restrict use of University facilities at its discretion. Limitations on use of facilities will be for reasons of priority of use or safety and security of persons and facilities, or to comply with University policies.
4. Use of University facilities does not imply endorsement by the University of any activity, service, belief, organization or product.
5. No equipment is included in the facility rental unless stated herein. If there are any equipment requirements, they must be discussed in advance and an equipment rental fee paid, if required by the University.

Facility Rental Fee and Other Fees

9. The facility rental fee, services fees, security costs, equipment fees, and the damage deposit, as applicable, must be paid in full 14 days prior to the event taking place, failing which the rental may be cancelled. Any other fees assessed after the event will be invoiced to the renter and shall be paid by the renter within 30 days of the date of the invoice. All fees are exclusive of HST.
10. Some classrooms and lecture theatres are equipped with basic AV with screens and projectors. Lecture theatres may also have microphones and podiums. If available, this equipment is included in the facility rental fee.
11. A service fee will be charged for events that require set-up or additional services to be provided by the University.
12. Custodial fees will apply and be charged where extra cleaning is required or when an event is held outside of normal custodial hours such as weekends and some evenings.
13. Additional security costs will apply for some events as determined by the University.
14. Booking requests that require additional security, set-up and/or custodial services need to be made no less than fourteen (14) days in advance to ensure services are available and can be coordinated.
15. In the event that the Renter's use of the rental facilities or equipment results in a fire alarm, the Renter shall reimburse the University for the costs charged to the University by the City of London Fire Department for responding to the alarm, in addition to any other damages relating to the incident.
16. The University's facilities must be left in a damage free condition. The renter will be charged for any damage incurred to University facilities and/or equipment and this will include the exterior of all buildings, grounds, fields and fences, reasonable wear and tear excepted. The renter may be requested to pay to the University a damage deposit, in the amount determined by the University. The University may deduct from the damage deposit all amounts payable by the renter to the University under this agreement which remain outstanding. If there is any amount of the damage deposit remaining after deduction of those charges/fees, the University will pay that remainder to the renter. Damage deposit amounts will vary depending on the type of event.

Cancellations

17. The renter may cancel the rental (in writing by FAX or email) 10 business days prior to the event date. If a cancellation is not received (in writing by FAX or email) 10 business days prior to the event date the renter shall forfeit the entire rental fee.
18. The University's operational needs take priority for facility use. In the event the rental causes or may cause interference with the operations of the University, this agreement may be terminated by the University on short notice to the renter. If this occurs, the University will endeavor to provide alternate space. If suitable alternative arrangements cannot be made, the renter will be granted a full refund of all fees. The University assumes no further responsibility or liability in the event of such cancellations and the renter waives the right to claim any direct or indirect damages due to such cancellation.
19. If the renter materially breaches a term or condition hereof, the University may immediately terminate the Agreement and the renter shall forfeit any rental fee for the rental. The University assumes no further responsibility or liability in the event of such cancellations and the renter waives the right to claim any direct or indirect damages due to such termination.

Insurance and Indemnification

20. Except to the extent caused by the negligence of the University, the renter shall indemnify and hold harmless the University and any of its officers, employees, servants, agents and contractors from any and all loss, liability, claims, fines or expenses arising out of the use and/or occupation of the property belonging to the University by the renter and any of its officers, employees, servants, agents, contractors, guests, and volunteers.
21. The renter hereby agrees to waive all rights of subrogation or recourse against the University with respect to the use or occupation by the renter of the facilities.
22. The renter shall, without limiting its obligations or liabilities herein and at its own expense, provide and maintain the following insurance in forms and amounts acceptable to the University:

Comprehensive general liability insurance with a limit of not less than Two Million Dollars (\$2,000,000) [or such other amount as the College may choose] inclusive per occurrence for bodily injury and property damage including loss of use thereof. Such insurance shall extend to cover the user group, its officers, employees, servants, agents, contractors, and volunteers and shall include the College, its officers, employees, servants, agents and contractors as additional insured's with respect to liability arising out of the use or occupation by the user group of the property belonging to the College.

Such comprehensive general liability insurance shall contain coverage for premises and operations, products and completed operations, blanket contractual liability, cross liability, elevator and hoist liability, contingent employer's liability, occurrence property damage employees and/or volunteers as additional named insured's, use of attached machinery, use of specially licensed or unlicensed vehicles (while operated off highway), broad form property damage and

tenants all risks legal liability (subject to a minimum limit of \$2,000,000.00) to apply to the use and/or occupation by the user group of the facilities described in this agreement. Higher risk or larger events may be required to provide additional coverage.

23. If requested by the University, the renter shall provide the University with evidence of all required insurance no later than 14 days prior to the renter's event. Such evidence of insurance shall be in the form of a certificate of insurance. When requested by the University, the renter shall provide certified copies of required insurance policies.

Emergency Contacts

24. Emergency services at any campus can be contacted by dialing Emergency local "83300" or by calling **Campus Community Police Service**; available 24/7 at **519.661.3300**.

Access:

25. Renters only have access to the rented facility during the rental times as indicated on the first page of this Facility Rental Agreement. It is expected that renters will arrive on time and vacate promptly. The renter must be present on-site prior to event participants. The renter must supervise the entrance and adjacent areas to ensure that unauthorized persons do not enter the facility. The renters shall also ensure that the participants of their function remain within the confines of the facility rented and vacate the premises promptly.

Signage/Advertising

26. Signs advertising the event that are to be posted on University property must comply with University's Signage Policy. The renter is responsible to remove any signage posted on the campus immediately after the event.
27. The University's trademarks must not be used on any posted advertisements without prior written consent from the University.

Parking

28. Paid parking is in effect all year-round. For rates and maps, please see Parking Services on the University's website.

Catering/Concessions

29. Catering arrangements are to be arranged in advance with Great Hall Catering. No outside catering is permitted. The University may but is not obligated to operate all concessions within the facilities without payment to the renter.

Alcohol/Smoking

30. Renters must comply with the University's *Campus Alcohol Policy*. No alcohol is allowed anywhere on University property without proper approval under the Policy.
31. Smoking, including e-cigs, is prohibited on University property.

Music

32. If music will be played during the rental period, the University will work with the renter to determine the appropriate music licensing fee that must be paid by the renter. The University will collect this fee and submit same to either SOCAN and/or ReSound as required. Music must be kept at a reasonable level to avoid interfering with nearby events.

Wi Fi

33. Access to the Internet may be available by requesting a visitor account when completing the booking request online.

Sales

34. The rental facilities cannot be used for commercial sales or contracts to sell any goods or services unless expressly approved in advance by the University.

Subletting or Assignments

35. This rented facility may not be sublet. This Agreement may not be assigned.

If this event is booked as an **INTERNAL EVENT** I acknowledge that **ALL** participants are **CURRENT** Western faculty, staff, or students.

Initials:

In renting the rental facilities, I acknowledge and agree to be bound by these Terms and Conditions.

_____ Renter:

_____ Date: