

TERMS AND CONDITIONS – FACILITY RENTAL BOOKING CONTRACT

This agreement is subject to the following general conditions, which are agreed to by the Applicant. That this application may not be considered for acceptance by the University unless it's made and signed at least ONE WEEK prior to the proposed date of the function. All bookings are subject to change due to academic requirements.

1. The applicant shall use **Room XXX of "Name of Building"** at the Université de Moncton.
2. The applicant will be renting a total of **XX** sq. meters.
3. The applicant will rent the facilities on **date and hours**.

The use of the premises is limited to:

(a) **XXXX**

4. The **daily rate is \$XX**.
5. Unless notification of any cancellation is received in writing from the Applicant by the University department who accepts this application at least FIVE BUSINESS DAYS prior to the date of the function, the balance of the Basic Charge is due and payable to the University.
6. The Applicant agrees to provide the University with notice in writing at least ONE WEEK prior to the date of the function of any proposed changes to the use of the facility or to other arrangements. The University and the Applicant will then negotiate any amendments to the contract regarding the proposed changes. The University reserves the right to cancel the rental if the changes do not meet with its approval.
7. Where additional cleaning of the Premises is deemed to be necessary by the University, to pay to the University a Clean-Up Charge in such amount as is determined by the University.
8.
 - (a) To be responsible for any damage incurred to the Premises or University property as a result of any act of omission of the Applicant or the Group named hereon or their members, officers, employees, agents of contractors or any person who attends the function and, in the event of such damages, to pay the University a Damage Charge in such amount as is determined by the University;
 - (b) To check the Premise for any damage and report them to an University employee prior to the beginning the function; and
 - (c) The applicant or representative must be on the premises at all times during the scheduled event.
9. To pay the University the balance of charges due within 30 days following the date of billing.
10. To pay all charges due in cash, money order, non-post dated cheques or credit card (Visa, Mastercard, American Express), to the University. The cheque should be made to "Université de Moncton" and can be sent to:

Marielle DeGrâce, Service de logement – Estival et court terme, Édifice Résidence Lefebvre, local 160, Université de Moncton, Moncton, NB E1A 3E9.

11. That the University shall not be liable for any damages to or loss of any property brought into the premises in conjunction with the function by the Applicant of the Group named herein or their members, officers, employees, agents, or contractors or any person who attends the function.
12. To supervise and control all persons in attendance at the function and to restrict such persons to the premises which includes crowd control and supervise minors.
13. To abide by the capacities for persons for the Premises, as posted or made known.
14. To abide by all Federal, Provincial and Municipal laws and the University's rules for use of the facilities.
15. Food, beverage and liquor services, if required, must be arranged by the Food Service of the University. The University's food, beverage and liquor service agreements do not permit the serving of items supplied by external sources, including donations.
16. The University has entered into various agreements providing exclusive supply, service, and sponsorship on campus. The Applicant agrees to abide by the terms of these exclusive supply, service and sponsorship agreements.

17.

X The Applicant shall provide Université de Moncton with proof of insurance coverage to a minimum of \$2 million, which shall be maintained at all times. Université de Moncton is to be added as an additional insured. The Applicant agrees to give and maintain at his own expenses, within the location period:

- a) A general insurance, with no instalment, for the responsibility related to the activities located or being done from the rooms (of facilities) rented and for the use and occupation of the premises, including, with no limit, a cover for injuries, death, and liability risk, and;
- b) An insurance for property damage, on a basis all risks with a cover equivalent or higher than standard wording of the Insurance Bureau of Canada for the comprehensive insurance, relative with the goods, furniture and equipment of the tenant.

The insurance subscribe by the Applicant as per Clause 10(1.1) (a) has:

- a) to be written on a basis of occurrence;
- b) to be at least for an amount of 2 million dollars (\$2 000 000);
- c) to named Université de Moncton is to be added as an additional insured; and
- d) to include clauses of responsibility between assured and separate interest;
- e) to include an endorsement of total insurance for contractual liability;
- f) To allow a discharge of the University relatively to the responsibility envisaged at this moment.

The insurance subscribe by the Applicant as per Clause 10(1.1) (b) has:

- a) to be on a basis of full replacement cost and for a sufficient amount to prevent Université de Moncton from becoming co-insured;
- b) to include renunciation of the subrogation clause to the Université's profit and to whom the Université de Moncton is responsible, if there is a claim or not against any person as a result of negligence or other action or omission from the Université de Moncton or from whom the University is responsible;
- c) to name Université de Moncton as additional insured in case of lost, as per its respective interest.

On or before the first date of the contract, the Applicant shall submit to the Université a certificate of insurance, if required by the Université, to prove a valid insurance coverage from the Applicant. The Applicant discharge and gives up to any claim against the Université and whom the Université is responsible for.

OR

_____ The Applicant recognizes and declares to be auto-insured and accept any risk and any responsibility bound with the activities taking place in or from premises rented and bound with the use of the premises rented, including, without limitation, the risk of physical wounds (including the death), for damage to goods, for damage in the property of the owner, for damage in the property of the Applicant, for damage in the property of others, for the pollution and for the environmental contamination and for the contractual liability.

18. The University reserves the right to cancel the Agreement upon notification to the Applicant. The University may cancel the agreement if the University or any part of it booked or reserved by the Applicant is closed or unusable due to circumstances beyond the University's control including without limitation, acts of God or orders of Government authorities, or by fire, explosion, necessary and essential construction, excessively inclement weather or strike. **The University may also cancel the agreement for academic activities which has priority over all rentals.** In this case, the University will refund any deposit paid in full. The University will have no further liability to the Applicant. But if and when the occurrence or condition which prevented such performance shall cease and be removed, it shall be the obligation of the University to resume its performance. The University will not be responsible for any costs incurred by the Applicant in the event of non-performance pursuant to this Agreement.
19. To provide and pay for police or security officers, if required by the University, in such numbers and with such identification as is acceptable to the University.
20. "L'Université de Moncton" shall not be liable nor responsible in any way for any injury to any person, who is a member, employee, servant, agent or invitee of the Client or for any loss of or damage to any property belonging to the Client, its members, servants, agents or invitees while such person or property is on or in "L'Université de Moncton" property unless such loss, damage, or injury is caused by the negligence of "L'Université de Moncton", its employees, servants, or agents. The Client agrees to indemnify and hold "L'Université de Moncton" harmless from and against all liabilities, fines, suits, losses, damages, expenses (including legal costs), claims, demands and actions for which "L'Université de Moncton" shall or maybe come liable or suffer by reason of any breach by the Client of the terms and conditions set out in this letter or in the attached Schedules, or by reason of death or injury or damage resulting from, occasioned to or suffered by any person or any property in connection with the

Client's use of "L'Université de Moncton" accommodation or facilities, except where such injury, loss or damage is occasioned by the negligence of "L'Université de Moncton", its employees, servants, or agents.

21. Insure that all promotion and advertising of the function involving the use of the University's facilities shall identify the organisation sponsoring the event.
22. Insure that all non-university decoration, staging and equipment meet National Building Code and other applicable standards and regulations prior to installation and use.
23. Smoking is not permitted in any buildings on campus.
24. The use of glue, duct tape, nails, tape and/or tacks on any surface is prohibited. Decorations or signage may not be hung unless a written plan is approved by Conference Services as part of this request.