

THE TERMS AND CONDITIONS WITH THE KING'S UNIVERSITY COLLEGE AS FOLLOWS:

This agreement is between THE KING'S UNIVERSITY COLLEGE ("University College") and ("User") and is effective as of the date it is signed by

1 ASSIGNMENT

That the User will not assign this Agreement or any parts thereof without the prior consent in writing of the University College.

2 LEGAL LIABILITY

That the User will carry comprehensive general liability insurance affording protection to the limit of no less than two million dollars (\$2,000,000) and will provide evidence of such coverage to the University College.

3 INDEMNIFICATION

That the User will indemnify and save harmless the University College or and from any and all manner of damages, losses, costs and charges whatsoever occasioned to, or suffered by or imposed upon the University College or its property, either directly or indirectly, in respect of any matter or thing in consequence of or in connection with, arising out of the User's use of the Facilities and Services or out of any operation in connection therewith, or in any respect of any damage or injury to any person or thing by, from or on account of the User's use.

4 BUILDING POLICIES

That the User will abide by the following building policies:

- (a) The University College is a smoke free facility. Smoking is only permitted on the North or East sides of the building, and must be at least five (5) meters away from any doorways or windows. There will be a charge of \$250 if there is any evidence of smoking to be found inside the meeting facility.
- (b) Pets, such as dogs and cats or other animals except for guide dogs, are not permitted in the building.
- (d) All tables, chairs and furniture inside the buildings of the University College are not for use outside of the facility.
- (e) The University College reserves the right to host other events in the building. It also must be understood that staff or students of the University College may be in the building at any time during the Users rental.

5 MEETING SPACE

(a) The User may only use the meeting space previously agreed upon on at the agreed upon times listed on the Confirmation Sheet. The User must not presume there is access to the University College before or after the rental period. Additional set-up time can be arranged, but must be arranged with Conference Services beforehand.

(b) That the University College may enter the meeting space without permission, and without giving the User notice, if the University College has reason to believe there is an emergency

NOTE: If you are planning any music, loud activities or live entertainment for your event, please advise Conference Services prior to confirming so that we may ensure this does not disrupt any other events already scheduled.

6 PARKING

The only visitor parking available is in the East parking lot, located at the back of the building and only in designated visitor parking stalls. Any violation tickets are the sole responsibility of the guest. All cars are left at the owner's risk. The University College accepts no responsibility for cars parked on the property or its surrounding area.

7 CONTRACT

(a) The arrangements laid out in the Confirmation Sheet will be a definite commitment if the agreement is signed three (3) working days before the event start date. If this agreement is not received before that time, the meeting space may be released.

(b) The User acknowledges and agrees that the University College shall not be obligated to provide the agreed upon Facilities and Services for more than the estimated number of people noted in the Confirmation Sheet. However, should the University College provide such services and facilities, the User acknowledges that the costs to the User may, in the University College's discretion, be increased and the User agrees to pay any such additional costs.

8 DEPOSIT

A deposit of fifty (50) percent of the total invoice is due upon booking. The full sum of this deposit becomes non-refundable three (3) working days before the event start date. The deposit will be credited against your

final invoice. The University College accepts payment by credit card (Visa and MasterCard), cheque, cash or debit.

9 DAMAGE

(a) The User shall leave the University College in a clean and orderly state at the end of the rental period. The User is responsible for all damages to the University College and to any of its property that may occur during the rental period however caused.

(b) If the event includes usage of a room with a Smart Board, the Smart Board is off limits to the User at all times. If any damages are incurred, either intentionally or unintentionally, a fee of \$3500 will be added to the Users invoice.

10 CANCELLATION POLICY

(a) If an event is cancelled thirty (30) days before the event, a full refund of the deposit made will be given. If the event is cancelled later than thirty (30) days before the event start date, half of the total invoice amount will be due. The full amount of the invoice becomes due if the event is cancelled less than three (3) days before the event. Notice of cancellation can be given in writing (including email) or by phone.

Cancellation made more than thirty (30) days before event start date.....	Full refund of deposit
Cancellation made within thirty (30) days of the event start date.....	50% of the total invoice
Cancellations made less than three (3) days before the event start date.....	100% of invoice amount

(b) The parties agree that the amounts included in this cancellation policy are reasonable estimates of the losses that would be incurred by the University College and factor in the University College’s ability to mitigate its losses through resale.

(c) If act of God or government authorities, natural disasters or other emergencies beyond a party’s reasonable control make it illegal or impossible for such party to perform its obligations under this Agreement, such party may terminate this Agreement upon written (including email) or by phone notice to the other party without liability.

11 PAYMENTS

The User shall, on receipt of the University College’s invoice pay the full amount thereof. Should any monies be owing at the end of the month after the date of the invoice, the User shall pay interest on the amount of the invoice at the rate of 18% per annum (calculated and compounded monthly) calculated from and after the date of the invoice. The invoice may, in addition to the charges set out in the Confirmation Sheet, and without prejudice to any other resource which the University College may have hereunder, contain charges for any other amounts owing and payable to the University College under the terms of this Agreement. The University College accepts payment by credit card (Visa and MasterCard), cheque, online banking, cash or debit.

12 FOOD SERVICES

All foods and/or beverage services required in conjunction with the use of the Facilities will be contracted with the University College’s Food Services department, Choice’s Catering. Guest numbers and menu must be confirmed no later than 72 hours (3 days) before the event. A 12% gratuity will be charged on all catering services.

13 INSPECTIONS

A damage assessment will be conducted by the University College within one (1) week of the event end date, at which time charges for any damage, if any, will be charged accordingly to the User as decided by the University College.

14 SECURITY

(a) The building’s hours of operation are from 7:00 am to 11:00 pm on weekdays, and 8:00 am to 11:00 pm on weekends.

(b) It is understood between the two parties that those areas of the campus building not available to the User under this agreement are monitored by a security alarm system when the campus building is closed, and the cost of responding to any intrusion alarm occasioned by the User may, at the discretion of the University College, be for the account of the User.

(c) All personal property left in the function space is at the sole risk of the owner. The University College accepts no responsibility for any property belonging to the User or its guests at any time.

15 SHIPPING / RECEIVING

The College does not have an abundance of storage space. Any materials to be sent to the University College may arrive no earlier than three (3) days prior to your event start date. The User is responsible for unloading and transporting their materials. Items must be removed within three (3) days after the event end date. The User is responsible for arranging for any material to be removed from the University College's property. The University College does have a loading dock where deliveries can be accepted and received from, and a staff member from the University College can direct any driver/courier service to the loading dock. The University College will not be responsible for any loss or damage to materials sent to or from the University College.

16 EMERGENCY PROCEDURES

In the event of a fire, guests should leave the building by the nearest fire exit and gather in the front parking lot. The User or their onsite contact is responsible for accounting for all guests once they have vacated the buildings.

17 SOLICITATION

No solicitation of students is permitted on campus without prior permission of the University College's Dean of Students.

18 PROMOTIONS OR ADVERTISING

This Agreement, once duly executed, does not represent University College support or sponsorship of the activities contracted for use of the University College name or location for purposes and promotions or advertising is strictly prohibited unless written approval is proved by the University College.

19 DEFAULT AND TERMINATION

Notwithstanding anything contained in this Agreement, the University College reserves the right to cancel this Agreement at any time whatsoever if, in the opinion of the University College, the performance or continued performance would or could result in damage to the real or personal property of the University College or if to allow such performance or continued performance would otherwise be dangerous or unsafe.

Signature of User _____