

CONTRACT#:_____

<input type="checkbox"/> College User	<ul style="list-style-type: none"> - All Coast Mountain College employees (management, instructional, support staff) - Students' Association and approved student groups and clubs
<input type="checkbox"/> College Partner	<ul style="list-style-type: none"> - University of Northern British Columbia (UNBC) - Simon Fraser University (SFU) - School Districts (#50, #54, #82, #52, #92)
<input type="checkbox"/> Community User	<ul style="list-style-type: none"> - Individuals, partnerships, cooperatives or other businesses set up for commercial profit and non-profit purposes using the facilities for any purposes. - Any non-College activity where a speaker, sponsoring organization or any related group receives a fee for service, honorarium, sponsorship or financial compensation related to the event.
<input type="checkbox"/> UCIPP Insured	<ul style="list-style-type: none"> - Institutions that are self-insured through the University, College and Institute Protection Program must also cross out and initial Section 1 (j) below, with the understanding that the user and Coast Mountain College cannot subrogate one another under joint UCIPP protection

Facilities Requested: Regular Classroom: _____ Large Seminar Room: _____ Computer Lab: _____

Room Information: Room Number: _____

Campus/Building : _____

Date(s) Required: Start Date: _____ End Date: _____

Day(s): _____

Time(s): _____

Charges:

Deposit: \$ _____

Room Rental: \$ _____

Miscellaneous: \$ _____

The applicant is responsible for event set up and ensuring rooms are arranged back according to posted room layout chart.

Cancellation Policy: Fees will be waived provided cancellation notice is given 24 hours in advance of event.

1. The Applicant shall:

- a. Pay the fee for the use of the facilities on the dates specified.
- b. Pay in addition to the rental fees, all costs and expenses incurred through the use of the facilities (e.g. floor covering, cleaning). The College will provide this service and charge the Applicant.
- c. Comply with all Municipal and Provincial laws and regulations pertaining to the Applicant's use of the facilities and without affecting the generality of the foregoing, obey all rules and regulations of the College pertaining to the College facilities.
- d. Procure at his own expense all licenses and permits from Municipal and Provincial authorities as may be required to operate or conduct activities on the premises, to pay all taxes that may be levied as a result of the operations of the Applicant on the facilities.
- e. Be bound by the "Regulations" for the use of the facilities issued by the College at the date hereof whether the Applicant shall have read the same or not.
- f. Leave the premises in good repair (reasonable wear and tear and damage by fire. Lightning and tempest only accepted, unless damage by fire be caused by the negligence or default of the Applicant).
- g. Assume any loss or damage to the facilities and the College in which the same are located.
- h. Vacate the facilities forthwith upon the last date specified for the use as set out in the application.
- i. Indemnify and hold harmless the College and any of its officers, employees, servants, agents, and contractors 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 Applicant and any of its officers, employees, servants, agents, contractors, volunteers and invitees, except in the extent that such loss arises from the negligence of the College.
- j. Agree to waive all rights of subrogation or recourse against the College with respect to the use or occupation by the Applicant of the premises described in the permit or license agreements.
- k. Complete and submit an Incident Report Form within forty-eight (48) hours whenever:
 - i. Medical/first-aid attention is administered;
 - ii. Loss or damage to (College) property occurs.
- l. Provide the following proof of insurance if deemed necessary by the College;

Section A: Liability Insurance

The Applicant 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;

Commercial general liability insurance with a limit of not less than Two Million Dollars (\$2,000,000) inclusive per occurrence for bodily injury and property damage including loss of use thereof. Such insurance shall extend to cover the Applicant, its officers, employees, servants, agents, contractors and volunteers and shall include the College, its officers, employees, servants, agents, and contractors as additional Insureds with respect to liability arising out of the use and occupation by the Applicant of the property belonging to the College. Such Commercial general liability insurance shall contain coverage for premises and operations, products and completed operations, blanket contractual liability, cross liability, elevator and hoist liability, contingent employers liability, occurrence property damage, employees and/or volunteers as additional Named Insureds, use of attached machinery, use of specially licensed or unlicensed vehicles (while operated off highway), broad form property damage and shall not contain any exclusion of host liquor liability. Tenants all risks legal liability (subject to a minimum limit of \$2,000,000) shall apply to the use and/or occupation by the Applicant of the premises in the permit or license agreement.

Each of the parties hereto agree to maintain comprehensive general liability protection while this agreement is in force to cover the use of the property of the other. The parties hereto further agree to furnish certificates confirming that such protection is in force if requested by the other party.

Section B: Certificate of Insurance

The Applicant shall provide the College administrator with the evidence of all required insurance prior to the effective date of the (contract, license agreement or permit). Such evidence of insurance shall be in the form of a certificate of insurance. When requested by the College, the Applicant shall provide certified copies of required insurance policies (14) days prior to use of the facility.

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

1. Name of 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 the agreement is in place).
4. Description of coverage.
5. Policy limits
6. Description of insured operations and location(s).
7. Signature of authorized representative and date.

2. The College shall:

- a) Provide lighting, heat and washroom facilities during the period specified.
 - b) Allow the Applicant the use of the parking lot within the College area. The College shall not be liable for the non-fulfillment of this agreement if attributable to destruction by fire, act of God, public enemy, strikes, the authority of the law or any cause beyond its control.
3. It is understood and agreed between the College and the Applicant that this agreement shall not be assigned or transferred by the Applicant.
 4. The Applicant shall not be the agent of the Applicant accruing due here under during the term of this agreement and all of the indemnities by the Applicant herein shall survive the termination of the agreement.

This Facility Use Application Form is accepted upon execution by Coast Mountain College subject of the terms and covenants printed above and forms a binding contract and shall endure the benefit of and be binding upon the Application and Coast Mountain College and their respective heirs, executors, administrators and assigns.

For the Applicant:

Name and Title

Signature

Date

For Coast Mountain College:

Administrator Name and Title

Administrator Signature

Date