

# FACILITY USE REQUEST FORM

CONTRACT#:	
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I/We as applicant hereby apply for the use of Coast Mountain College facilities for the period(s) and the purpose(s) herein described, subject to the terms and conditions set forth below and upon THE REVERSE SIDE HEREOF WHICH ARE INCORPORATED HEREIN AS PART OF THIS CONTRACT.

The information on this form is collected under the Authority of the FREEDOM OF INFORMATION ACT (Part 3, Division1, Sec. 26 (c)). The information provided will be used in accordance with the ACT (Part 3, Division 2, Sect. 32 (a)). If you have any questions about the collection of this information, contact the Freedom of Information Coordinator, Coast Mountain College.

Organization Nar	me:					
Representative N	Name:_	:Title:				
Billing Address: _						
Phone:		Fax:	Email:			
Purpose of Use:	of Use:					
Classification of	User G	Group:				
Please Check		User Designation	Additional Information Required			
	Commercial/Business User		Business Licence No			
	Registered Non-Profit Agency		Registration No			
	Government or Public Body					
	Other Community Group					
Facilities Requested: Regular Classroom:Large Seminar Room:Computer Lab:  Atrium/Gathering Space						
Date(s) Required: Start Date:		Start Date:	End Date:			
	Day(s):					
		Time(s):				

TO BE FILLED IN BY CMTI	N			
Room Information:	Room Number:		<u></u>	
	Campus/Building:			_
Charges:		De	posit: \$	<u></u>
		Roo	om Rental: \$	<u>_</u>
		Mis	scellaneous: \$	<u></u>
and covenants printed on fo	ollowing pages and forms	s a binding o	y Coast Mountain College subjection tract and shall endure the bestheir respective heirs, executors,	nefit of and be
For the Applicant:				
Name and Title				
Name and Title				
Signature			Date	
For Coast Mountain College:				
Name and Title				
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Signature			Date	

#### TERMS AND CONDITIONS

- 1. The applicant is responsible for event setup and ensuring rooms are arranged back according to posted room layout chart.
- 2. Cancellation Policy: Fees will be waived provided cancellation notice is given 24 hours in advance of event.
- 3. 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 own expense all licences 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 independent 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 licence agreements.
  - k. Complete and submit an Incident Report Form within 48 hours whenever:
    - i) Medical or first-aid attention is administered
    - ii) loss or damage to (College) property occurs.
  - I. Provide the following proof of insurance if deemed necessary by the College;
- 4. 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.
- 5. It is understood and agreed between the College and the Applicant that this agreement shall not be assigned or transferred by the Applicant.
- 6. 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.

#### **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 \$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 licence 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, licence 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.

## **Section C: Facility Use Charge**

Space Requested	# hours	Fee	# hours	Fee
Regular Classroom (18 seat capacity)	½ day 4 hours max.	\$100	Whole day 8 hours max.	\$200
Large Seminar Room (36 seat capacity)	½ day 4 hours max.	\$150	Whole day 8 hours max.	\$300
Computer Lab	½ day 4 hours max.	\$500	Whole day 8 hours max.	\$1000
Atrium/Gathering Space	Per hour	\$200		