



## FACILITY RENTAL - TERMS AND CONDITIONS

### General

1. The **Facility Rental Agreement** must be signed by the renter and the College and fees paid by the renter before the booking is considered active and before any College facilities are used. Once an agreement is signed by the College, it becomes a rental contract and invoice.
2. All individuals on College property must behave with civility, respecting the values of diversity, free enquiry, mutual respect and the quiet enjoyment of others.
3. The renter agrees:
  - a) to abide by all College policies and regulations, all Provincial and Federal laws, and City bylaws;
  - b) to only use the facility for the purpose stated above and no other; and
  - c) that the College is not responsible for damages or loss of any articles belonging to the renter or their guests.
4. The College has the right to manage and restrict use of College 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 College policies.
5. Use of College facilities does not imply endorsement by the College of any activity, service, belief, organization or product.
6. No equipment is included in the facility rental. If there are any equipment requirements, they must be discussed in advance and an equipment rental fee paid.
7. The renter shall not move any tables, chairs, podiums, staging and pianos from their original College set-up position (with the exception of the Kal View Café on the Vernon Campus).

### Facility Rental Fee and Other Fees

9. The facility rental fee, services fees and the damage deposit, if applicable, must be paid in full 10 days prior to the event taking place. Any other fees will be assessed after the event and invoiced as applicable. All fees are subject to GST.
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 College.
12. Custodial fees will apply 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 College.
14. Booking requests that require additional security, set-up and/or custodial services need to be made no less than seven (7) days in advance to ensure services are available and can be coordinated.

15. The College's facilities must be left in a damage free condition. The renter will be charged for any damage incurred to College facilities and/or equipment and this will include the exterior of all buildings, grounds, fields and fences. The renter may be requested to pay to the College a damage deposit, in the amount determined by the College. The College may deduct from the damage deposit all amounts payable by the renter to the College under this agreement which remain outstanding. If there is any amount of the damage deposit remaining after deduction of those charges/fees, the College will pay that remainder to the renter. Damage deposit amounts will vary depending on the type of event. In some cases, a surety bond and/or evidence of insurance coverage will be required.

### **Cancellations**

16. Cancellations must be received (in writing in person, by FAX or email) 10 business days prior to the event date. If a cancellation is not received within the required time the renter is responsible for the costs of services already performed, or contracted for, to prepare for the event. Such costs may be deducted from the damage deposit or charged directly to the renter.
17. The College's operational needs take priority for facility use. In the event the rental causes or may cause significant interference with the operations of the College, this agreement may be terminated by the College on short notice by the Director, Facilities and Business Services or the Regional Dean. If this occurs, the College 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 College assumes no further responsibility or liability in the event of such cancellations.

### **Insurance and Indemnification**

18. Except to the extent caused by the negligence of the College, the renter shall 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 renter and any of its officers, employees, servants, agents, contractors and volunteers.
19. The renter hereby agrees to waive all rights of subrogation or recourse against the College with respect to the use or occupation by the renter of the premises.
20. The renter shall, without limiting its obligations or liabilities herein and at its own expense, provide and maintain the following insurance with insurers licensed in British Columbia and in forms and amounts acceptable to the College:

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.

21. If requested by the College, the renter shall provide the College 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 College, the renter shall provide certified copies of required insurance policies.

### **Emergency Contacts**

22. Emergency services at any campus can be contacted by dialing Emergency local “6699” or by calling **Kelowna Security**; available 24/7 at **250-317-2435**.

There is no first aid attendant or supplies on site. All incidents (First Aid or other) must be reported immediately to Security.

### **Access:**

23. 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**

24. Signs advertising the event that are to be posted on College property must be stamped for approval by the applicable Regionals Dean’s office. The Regional Dean’s office will determine where signs can be posted on the campus. The renter is responsible to remove any signage posted on the campus immediately after the event.
25. The College’s logo must not be used on any posted advertisements without prior written consent from the applicable Regional Dean.
26. If advertising in the media, the renter must state in the ad that the event is “**NOT AFFILIATED WITH OKANAGAN COLLEGE**”. Misuse of the College name or logo will, at a minimum, result in a cancellation of the rental, loss of access to facility rentals and termination of this agreement and forfeiture of all fees.

### **Parking**

27. Paid parking is in effect all year-round. For rates and maps, please see Parking Services on the College website.

### **Catering**

28. Catering arrangements are specific to each campus. Please request information from the specific campus regarding catering, if required.

### **Alcohol/Gaming/Smoking**

29. Renters must comply with the College’s *Alcohol Serving and Consumption Policy*.
30. Applications for a Campus Liquor Application can be obtained from the College’s campuses. No alcohol is allowed anywhere on College property without the proper license. A copy of the renter’s license to serve alcohol must be provided to the College prior to the event.
31. If there is alcohol consumed in the rental of the Penticton Wine Sensory Lab or other authorized locations for educational purposes, the renter will pour each participant no more than a one ounce sample. The renter must provide food and water to participants during the alcohol tasting session(s) to mitigate the effects of alcohol consumption.
32. Where gambling is a part of the event, the renter must apply for the appropriate gaming licence through the BC Ministry of Finance, Gaming Policy and Enforcement Branch. A copy of the gaming event licence must be provided to the College prior to the event taking place.

33. Smoking, including e-cigs, is only allowed in designated areas on College property.

**Music**

34. If music will be played during the rental period, the College will work with the renter to determine the appropriate music licensing fee that must be paid by the renter. The College will collect this fee and submit same to either SOCAN and/or ReSound as required.

**Wi Fi**

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

**Sales**

36. Any commercial sales or contracts to sell any goods or services are subject to review and will be assessed by the Regional Dean.

---