



5.2.1 Facilities Usage – Appendix A.1
TRACK BOOKING FORM

Return signed form to: Campus Life & Athletics –OR-
Fax to: 250-489-1790 Attn: Campus Life

| | |
|-------------------------------|-----------------------|
| GROUP: _____ | RENTAL PURPOSE: _____ |
| REGISTERED CHARITY #: _____ | DAY(S)/DATE(S): _____ |
| ANTICIPATED ATTENDANCE: _____ | TIME(S): _____ |

FACILITY TYPE: TRACK (double click to check)

EQUIPMENT REQUIRED: STEEPLECHASE PIT HURDLES HIGHJUMP MATS OTHER

SET UP REQUIRED: _____

- ✓ USE OF COTR FACILITIES DOES NOT INCLUDE EQUIPMENT UNLESS REQUESTED AND APPROVED.
 - ✓ CONSUMABLES ARE FOR COTR USE ONLY AND ARE NOT FOR USE BY INDIVIDUALS OR EXTERNAL USER GROUPS.
 - ✓ CERTIFICATE OF INSURANCE REQUIRED (Insurance requirement may be waived for Community Users)
- See Page 2 for Terms and Conditions.

OTHER REQUIREMENTS: CONCESSION WASHROOMS CHANGE ROOMS

SECURITY JANITORIAL FACILITIES SUPPORT

TRACK KEYS IT SUPPORT OTHER: _____

REQUESTED BY: _____ DATE OF REQUEST: _____

I, the undersigned, have read, understand and agree to accept personally on behalf of _____

all terms and conditions outlined herein and further, accept responsibility for any damages and additional costs incurred as a result of use of College facilities, equipment, grounds, and agree to abide by the conditions of use as contained in the COTR Facilities Usage Procedure as well as all provincial, civic, and federal requirements.

BILLING ADDRESS: _____ CITY/PROV: _____ POSTAL CODE: _____

EMAIL: _____ PHONE 1: _____ PHONE 2: _____ FAX: _____

SIGNATURE: (Authorized User Group Representative): _____ DATE: _____



TERMS AND CONDITIONS

The User agrees to be bound by the following terms and conditions for use of College facilities, grounds and equipment:

1. **INDEMNIFICATION AND HOLD HARMLESS:** The User 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 User and any of its officers, employees, servants, agents, contractors, and volunteers, except to the extent that such loss arises from the independent negligence of the College.

2. **LIABILITY INSURANCE :** The User 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:

General liability insurance with a limit of not less than Two Million Dollars (\$2,000,000.00) (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, its officers, employees, servants, agents, contractors, and volunteers and shall include the College, its officers, employees, servants, agents, contractors and volunteers as additional Insureds with respect to liability arising out of the use or occupation by the User of the property belonging to the College.

3. **INSURANCE CERTIFICATE:** The User shall provide the College with evidence of all required insurance prior to the User's use of the College's premises. Such evidence of insurance shall be in the form of a certificate of insurance.

4. **USER ACCEPTS THE PREMISES AT THEIR OWN RISK** and agrees that the College has made no warranties or representations respecting its suitability or condition.

5. **RESPONSIBILITY FOR DAMAGES TO COLLEGE FACILITIES, GROUNDS AND EQUIPMENT:** The User is responsible for any and all damage to the College's premises and property arising out of the use of the College's premises and property. The User will pay the College forthwith for the costs of any repairs or replacements of the College's premises and property.

6. **THE COLLEGE IS NOT RESPONSIBLE FOR ANY PROPERTY LEFT OR LOST ON COLLEGE PREMISES.**

This contract includes the terms and conditions set out in the User Agreement, including the attached Regulations Governing the Use of College Facilities, Grounds and Equipment. I certify that I have read, understood and agreed to the terms and conditions of the User Agreement, including the Regulations Governing the Use of College Facilities, Grounds and Equipment. I agree to accept the College's Facilities, Grounds and Equipment as indicated and to abide by the Regulations.

USER NAME: _____
(Please print)

COLLEGE OF THE ROCKIES

SIGNATURE OF AUTHORIZED REPRESENTATIVE
(must be 19 years of age or older)

COLLEGE AUTHORIZED SIGNATURE

DATE: _____

DATE: _____

Name: _____
Please print

Name: _____

Title: _____

Address: _____

**REGULATIONS GOVERNING THE USE OF COLLEGE FACILITIES,
GROUNDS and EQUIPMENT**

The Following Regulations form part of the User Agreement Contract

1. **FEES:** Pay the fees and charges as outlined in College policies and regulations for the community use of College facilities. Fees are due and payable immediately following the date of the rental, and in the form specified by the College.
2. **USE:** The User will access the facilities only as directed by the College and will ensure that only the designated areas listed in the User Agreement are used by the User group. Only the activities listed in the User Agreement are authorized. The User will strictly adhere to the times specified in the User Agreement.
3. **EQUIPMENT:** The User will only use the equipment specified in the User Agreement and will return the equipment to its original place of storage. Property or equipment damage will be charged back to the user.
4. **AUTHORITY:** The User and all participants in the User's activity/event will observe and comply with all Municipal, City, College, Provincial and Federal by-laws and regulations such as the BC Fire code and including those designating schools as tobacco free zones. The User will ensure that alcoholic beverages will not be brought onto or consumed on the premises or grounds by the User group.
5. **SUPERVISION:** The User will provide adequate supervision of participants and attendees for the duration of the rental activity and will be present during the entire approved rental period.
6. **SECURITY:** The User will provide adequate security personnel in accordance with College Procedures; the security contractor shall have appropriate liability insurance and be approved by the College
7. **REPORTING:** The User will report to the College within forty-eight (48) hours following any accident or incident that occurred on or near the College's premises whenever medical/first aid attention is required or loss or damage to College property occurs.
8. **PARKING:** Any parking lot will be available
**Restrictions – No vehicles inside the gated/fenced track area
No wheels on track (skateboards, roller blades or bikes but strollers will be permitted for this event)*
9. **CANCELLATION:** The User will notify the College of any cancellations no later than 2 days in advance of the booking. Cancellation after this date may result in fees being charged. If the College must cancel for unforeseen circumstances, the College will notify the User as soon as possible.
10. **TERMINATION:** The College may terminate the agreement at any time for any breach of these Terms and Conditions by the User.
11. **COLLEGE'S RIGHT TO CANCEL OR ALTER AGREEMENT:** The College reserves the right to cancel or alter any User Agreement at any time with or without cause and no claim may be made against the College in respect of the cancellation or alteration.

I have read and understood these Regulations _____

User/Group Name: _____

Date: _____

INSTRUCTIONS FOR COMPLETING THE AGREEMENT (Internal Use Only)

Most users of College facilities can be classified as one of the following types:

Non Profit Users – Individuals, organizations, associations, cultural groups, educational, or service groups, or sports organizations set up for non-profit activities using the facilities for fund-raising events.

Community Users – Individuals, organizations, associations, societies, or other groups resident in the community using the facilities for any casual and/or informal community activities

*** Commercial Users** – Individuals, partnerships, corporations, or other businesses set up for commercial or profit purposes, using the facilities with the intention of making a profit.
(Commercial use is not permitted by the College as per the Facility Rental policy)

- When the User is a non-profit user the representative must be authorized to enter into the rental agreement on behalf of the entity as by signing the agreement the entity is being legally bound to the terms and conditions. When the User is a community user, the individual renting the facility will be personally responsible for the rental.
- The areas that the User is being authorized to use and the activities that they are authorized to undertake must be clearly described in the Agreement. Be sure to include any common areas that the User will have access to, such as lobbies, washrooms, etc.
- Ensure that the User understands the terms of the rental agreement and has ample time to review and ask questions before signing.

| Consumables Rate Chart | |
|-------------------------------|-----------|
| 0-50 uses | No charge |
| 51 – 100 users | \$ 10.00 |
| 101 – 250 users | \$ 25.00 |
| 251 – 500 users | \$ 50.00 |
| 501 – 1000 users | \$ 75.00 |
| Over 1000 users | \$ 100.00 |

TRACK BOOKING CONFIRMATION

**OFFICE USE ONLY
TRACK**

BOOKING CONFIRMATION

ROOMS BOOKED: _____

Total Due:

EQUIPMENT BOOKED: _____

OTHER REQUIREMENTS: _____

FEE WAIVER: REGISTERED NON PROFIT PARTNER Other _____

USER GROUP: NON-PROFIT USER COMMUNITY USER OTHER _____

INSURANCE CERTIFICATE: Not Required Requested _____ Received _____

SPECIAL APPROVALS:

- EQUIPMENT COMPETENCY/APPROVAL: **APPROVED** (IT Support)_____ Not Required
- GROUNDS ALLOCATED: **APPROVED** (Manager of Facilities)_____ Not Required
- CLASS ACT: **APPROVED** (Head Chef) _____ Not Required
- CAFETERIA: **APPROVED** (Manager)_____ Not Required
- VP EDUCATION: **APPROVED** (alcohol or sensitive issue)_____ Not Required
- GYMNASIUM: **APPROVED** (Manager, Campus Life)_____ Not Required
 APPROVED (Instructor)_____ Not Required

CHARGES

OFFICE USE ONLY

| | | | | | |
|---------------|------------------------------|-----------------------------|------------------------------|-----------------------------|----|
| ROOM RENTAL | <input type="checkbox"/> YES | <input type="checkbox"/> NO | See Appendix B | _____ | \$ |
| IT SERVICES | <input type="checkbox"/> YES | <input type="checkbox"/> NO | | _____ | \$ |
| JANITORIAL | <input type="checkbox"/> YES | <input type="checkbox"/> NO | \$25/hr | _____ | \$ |
| SECURITY | <input type="checkbox"/> YES | <input type="checkbox"/> NO | \$20/hr | _____ | \$ |
| FOOD SERVICES | <input type="checkbox"/> YES | <input type="checkbox"/> NO | | _____ | \$ |
| FACILITIES | <input type="checkbox"/> YES | <input type="checkbox"/> NO | \$25/man hr | _____ | \$ |
| CONSUMABLES | <input type="checkbox"/> YES | <input type="checkbox"/> NO | | <u>10 00 620301 5810</u> | \$ |
| OTHER CHARGES | <input type="checkbox"/> YES | <input type="checkbox"/> NO | | _____ | \$ |
| TRACK KEYS | <input type="checkbox"/> YES | <input type="checkbox"/> NO | Deposit | _____ | |
| CANCELLATION | Less than 48 hours' notice | | <input type="checkbox"/> YES | <input type="checkbox"/> NO | \$ |

- COTR PARTNER YES NO
- DAMAGE DEPOSIT YES NO
- REQUEST TO INVOICE YES NO

TOTAL CHARGES