

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

FACILITY TYPE:

☐ TRACK
 ☐ INSIDE FIELD
 ☐ VOLLEYBALL COURT

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
 ☐ TRACK KEYS

☐ SECURITY
 ☐ JANITORIAL
 ☐ FACILITIES 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:

Indemnification: The User/Group must indemnify and save harmless the College and the College's employees and agents from any loss, claim (including any claim of infringement of third-party intellectual property rights), damage award, action, cause of action, cost or expense that the College or any of the College's employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, (each a "Loss") to the extent the Loss is directly or indirectly caused or contributed to by:

- (a) any act or omission by the User/Group or by any of the User/Group's agents, employees, officers, directors, or Subcontractors in connection with this Agreement; or
- (b) any representation or warranty of the User/Group being or becoming untrue or incorrect.

Commercial General Liability - Certificate of Insurance: The User/Group must, without limiting the User/Group's obligations or liabilities and at the User/Group's own expense, purchase and maintain throughout the term of this Agreement the following insurance with an insurer licensed in Canada in the following form and amount acceptable to the College:

- (a) Commercial General Liability in an amount not less than \$2,000,000.00 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement. A **Certificate of Insurance** must be provided to the College and must include the following:
 - i. College of the Rockies named on the certificate as an Additional Insured
 - ii. be endorsed to provide the College with 30 days advance written notice of cancellation or material change
 - iii. include a cross liability clause.
- (b) All insurance must be primary and not require the sharing of any loss by any insurer of the College.
- (c) **The User/Group must provide the College with the completed Certificate of Insurance** within 10 Business Days of commencement of the Agreement and if any required insurance policy expires before the end of the Term, the User/Group must provide to the College within 10 Business Days of the policy's expiration, evidence of a new or renewal policy meeting the requirements of the expired insurance in the form of a completed College Certificate of Insurance; and if requested by the College at any time, the User/Group must provide to the College certified copies of the required insurance policies.

The User/Group must obtain, maintain and pay for any additional insurance which the User/Group is required by law to carry, or which the User/Group considers necessary to cover risks not otherwise covered by insurance specified in this Agreement in the User/Group's sole discretion.

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

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.

HE 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 GROUP: _____
(Please print)

COLLEGE OF THE ROCKIES

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

COLLEGE AUTHORIZED SIGNATURE

DATE: _____

DATE: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

**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 for
 - *Restrictions – No vehicles inside the gated/fenced track area
 - No wheels on track (skateboards, roller blades, bikes, strollers are not permitted)
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 _____
Initials

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: _____ EQUIPMENT BOOKED: _____ OTHER REQUIREMENTS: _____ FEE WAIVER: <input type="checkbox"/> REGISTERED NON PROFIT <input type="checkbox"/> PARTNER <input type="checkbox"/> Other _____ USER GROUP: <input type="checkbox"/> NON-PROFIT USER <input type="checkbox"/> COMMUNITY USER <input type="checkbox"/> OTHER _____ INSURANCE CERTIFICATE: <input type="checkbox"/> Not Required <input type="checkbox"/> Requested _____ <input type="checkbox"/> Received _____	Total Due:	
<u>SPECIAL APPROVALS:</u>		
EQUIPMENT COMPETENCY/APPROVAL:	<input type="checkbox"/> APPROVED (IT Support) _____	<input type="checkbox"/> Not Required
GROUNDS ALLOCATED:	<input type="checkbox"/> APPROVED (Manager of Facilities) _____	<input type="checkbox"/> Not Required
CLASS ACT:	<input type="checkbox"/> APPROVED (Head Chef) _____	<input type="checkbox"/> Not Required
CAFETERIA:	<input type="checkbox"/> APPROVED (Manager) _____	<input type="checkbox"/> Not Required
VP EDUCATION:	<input type="checkbox"/> APPROVED (alcohol or sensitive issue) _____	<input type="checkbox"/> Not Required
GYMNASIUM:	<input type="checkbox"/> APPROVED (Manager, Campus Life) _____	<input type="checkbox"/> Not Required
	<input type="checkbox"/> APPROVED (Instructor) _____	<input type="checkbox"/> 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 \$25/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 _____	\$ _____
CANCELLATION	Less than 48 hours' notice <input type="checkbox"/> YES <input type="checkbox"/> NO	\$ _____
COTR PARTNER	<input type="checkbox"/> YES <input type="checkbox"/> NO	
DAMAGE DEPOSIT	<input type="checkbox"/> YES <input type="checkbox"/> NO	
REQUEST TO INVOICE	<input type="checkbox"/> YES <input type="checkbox"/> NO	
TOTAL CHARGES		\$0.00