

# University of Guelph Summerlee Science Complex Atrium

## RENTAL TERMS AND CONDITIONS

1. Unless otherwise noted below, all arrangements for rental of the Summerlee Science Complex Atrium (the "Atrium"), sound system and technical support will be made through and in the sole discretion of, the Atrium Events Coordinator, Dean's Office, College of Arts, University of Guelph ("University").
2. Parking is not included with rental of the Atrium and specific arrangements must be made, in advance, with the University's Parking Services at ext. 52118. There are limited spaces available near the Atrium for disabled persons. The CLIENT and the attendees of the event will be charged regular parking rates at designated lots.
3. The Atrium is accessible to those with mobility disabilities. Maximum seating capacity for the Atrium is 280 but can accommodate a standing reception of 500. No tables or temporary seating arrangements will be allowed in the passageways or at the exits. No exit shall be obstructed in any way.
4. The CLIENT is responsible for providing personnel to set up and take down equipment and furniture, etc. for an event. The CLIENT will be charged for any additional clean up which the University is required to carry out. This includes, without limitation, putting tables and chairs away and putting the furniture back according to the original furniture layout. All material and equipment, etc. brought in for the event by the CLIENT must be removed immediately after the event.
5. No alteration or changes will be made to or in the Atrium, its furniture, fixtures or equipment, including the location thereof, or will any furniture, fixtures or equipment be brought into the Atrium or used therein without the written consent of the University having first been obtained. The CLIENT will not overload floors, structures or any utilities or facilities of the Atrium. The entrance to the B.Sc. Counselling Office is to remain open and accessible at all times. All tiled hallways and walkways must be kept open for egress. Do not move any furniture, boxes or block in any way as per the Ontario Fire Code (O. Reg. 213/07). The CLIENT shall be responsible for any and all damages, costs or expenses caused by its failure to comply with these terms and conditions.
6. The posting of signs or decorations of any kind is not permitted in, on or outside of the Atrium without the prior written approval of the University.
7. Sale of any material in, on or outside of the Atrium must be approved by the University's Sales & Solicitation Committee. Application for such approval shall be made through Hospitality Services.
8. All provisions of refreshments and foods must be arranged through Hospitality Services. No outside food or beverages shall be permitted in the Atrium. No food or beverages will be permitted outside the Atrium.
9. Should the CLIENT or its employees or agents bring or serve alcoholic beverages on University property, which are not provided through Hospitality Services, the University may immediately cancel the event. The CLIENT will reimburse the University for any damages, losses or expenses caused as a result of such unauthorized activity.
10. Smoking is strictly prohibited in the Atrium.

11. The CLIENT accepts responsibility for ensuring that all Federal, Provincial, Municipal and University laws, by-laws, codes and regulations are observed and complied with.
12. The CLIENT will not allow any act or omission which may make void or voidable any policy of insurance carried by the University or relating to the Atrium, or part thereof, or which may cause any increased or additional premium to be payable for any such insurance. If there is any such risk to the insurance of the University or with relation to the Atrium, the University may either remedy or remove the risk at the CLIENT's cost or cancel the event and forthwith require the removal of the subject risk.
13. The CLIENT will maintain liability insurance in the amount of **one million dollars** (acting reasonable) with respect to all those using the University's facilities and will cause the University to be named as an additional insured in such insurance policy. The Client will file with the University, certificates or other proof of insurance coverage satisfactory to the University, fifteen (15) working days prior to the event or such insurance will be purchased on the CLIENT's behalf by the University and included on the final invoice.
14. The University, its directors, employees, agents and those for whom the University is in law responsible (the "Released Persons") will not be liable directly or indirectly for any damage or loss to any property whatsoever, including without limitation loss to equipment provided by the CLIENT, or for any loss, damage or injury to the CLIENT, its servants, agents or invitees and the CLIENT hereby releases and saves harmless the Released Persons from any such liability.
15. In the event of damage to or the destruction of the Atrium or part thereof by fire, or other insurable hazard, or due to any occurrence beyond the University's control, which will render the fulfillment of its obligations under this Agreement by the University impossible, reduced or delayed to any extent, the University shall not be liable to the CLIENT for any direct or indirect damage or loss as a result of any such failure to perform.
16. The CLIENT will indemnify and save harmless the Released Persons with respect to all actions, suits, claims and demands of any kind arising out of or in any way connected with the use of the University facilities and any equipment by the CLIENT including, without limitation, all actions, suits, claims or demands for personal injury or property damage.
17. The CLIENT is responsible to purchase the appropriate fees for the copyright organizations, specifically S.O.C.A.N (The Society of Composers, Authors and Music Publishers of Canada) as legislated through the government tariff and in accordance with applicable copyright laws.
18. **Internal and Affiliated** parties, this contract may be terminated by either party upon three (3) weeks written notice prior to the date of the event. For **External** parties, this contract may be terminated by either party upon three (3) months written notice prior to the date of the event. In the case of termination by the CLIENT, all deposit fees will be refunded, less a \$50.00 administrative fee. There will be no claim or right to damages or reimbursement on account of any loss, damage or expense whatsoever. Notice of cancellation by the University shall be sent to the CLIENT at the address shown on the Event Contract.
19. Payment by **Internal and Affiliated** parties is made by provision of a University of Guelph billing code prior to the event. For **External** parties, a 50% deposit is required to confirm booking. Cheques should be made payable to the University of Guelph and addressed to the Atrium Event Coordinator, Dean's Office, College of Arts, University of Guelph, Guelph, ON N1G 2W1. Balance of payment is due 30 days of the invoice date. A service charge of two (2) percent per month will be levied on all overdue accounts. All payments must be in Canadian funds.