

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 and 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 of 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 equipment requirements, they must be discussed in advance and an equipment rental fee paid.
7. The renter shall not move any tables, chairs, podiums, or staging from their original College set-up position.

Facility Rental Fee and Other Fees

8. The facility rental fee, service fees, and the damage deposit, if applicable, must be paid in full prior to the event taking place. Any other fees will be assessed after the event and invoiced as applicable. Fees as subject to HST and GST.
9. A service fee will be charged for events that require set-up or additional services to be provided by the College.
10. Custodial fees will apply where extra cleaning is required or when an event is held outside of the normal custodial hours such as long weekends and some evenings.
11. Additional security costs will apply for some events determined by the College.
12. 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.
13. 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 amount 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

14. Cancellations must be received (in writing in person, by FAX or email to athletics@canadachristiancollege.com) 10 business days prior to the event date. If a cancellation is not received within the required time the renter is responsible for the cost 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.
15. 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, Facility and Business Services and or any governing body within the College. 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

16. 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.
17. The renter hereby agrees to waive all rights of subrogation of recourse against the College with respect to the use of occupation by the renter of the premises.
18. The renter shall without limiting its obligation or liabilities herein and at its own expense, provide and maintain the following insurance with insurers licensed in Ontario and in forms and amounts acceptable to the College.
 - a. 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, 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. Higher risk or larger events may be required to provide additional coverage.
19. 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 shall be in the form of a certificate of insurance. When requested by the College, the renter shall provide certificated copies of required insurance policies.

Emergency Contacts

20. Emergency services at Canada Christian College will be given upon rental date.

Access

21. 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 renters 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 vacated the premises promptly.

Signage/Advertising

22. Signs advertising the event that are to be posted on College property must be stamped by approval by the Athletic Director. The Athletic Director will determine where signs can be posted on the campus. The renter is responsible to remove any signs posted on the campus immediately after the event.
23. The College's logo must not be used on any posted advertisements without prior written consent by the Athletic Director.
24. If advertising in the media, the renter must state in the ad that the event is "NOT AFFILIATED WITH CANADA CHRISTIAN COLLEGE". Misuse of the College name or logo will, at minimum, result in a cancellation of the rental, loss of access to the facility rentals and termination of this agreement and forfeiture of all fees.

Parking

25. Parking is in effect all year-round. Please stay out of any already assigned parking spaces for either the College or its affiliates (AECOM).

Catering

26. Catering arrangements are specific to each area of the school. Please request information from the Athletic Director regarding catering, if required.

Alcohol/Gaming/Smoking

27. Zero tolerance for alcohol, drugs and betting of any kind on the property. Smoking is restricted to 20-meters from the facility as stated in the Town of Whitby by-laws.

Music

28. If music will be played during the rental period, the College will work with the renter to determine the appropriate music during their time under the rental agreement. The use of profanity is not allowed in the Athletic Facility.

Wi Fi

29. WIFI available at check-in counter upon request with password.

Sales

30. Any commercial sales or contracts to sell any goods or services are subject to review and will be assessed by the Athletic Director prior to the facility rental.