



**CONESTOGA COLLEGE STUDENT RECREATION CENTRE
Facility Rental Agreement**

CONESTOGA COLLEGE STUDENT RENTAL

The Conestoga College of Applied Arts and Technology, hereinafter known as the LICENSOR will rent the Facility in the Conestoga Recreation Centre on the dates and times set out on this form to:

SECTION A: CONTACT INFORMATION

Date of Contract	Name of Event
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Student Name

Student Number	Program Name
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Phone Number	Are you a full time student? Yes No
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Email Address

Name of Supervisor or Faculty

Department/School	Position
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Phone Number	Extension
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Email Address

SECTION B: EVENT DETAILS

Please clearly indicate the rental date(s) and time(s) that you would like to book.

Date	Start Time	End Time	Arrival Time	Departure Time	Location/Facility	Number of Participants

Description of Event Activity (Please provide an overview of your event, including the number of tables and chairs needed. Please provide a map of your requested layout.)

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SECTION I: SIGNATURE OF RENTAL GROUP

Pursuant to section 39 (2) of the Freedom of information and Protection of Privacy Act, 1987, this information is collected and used under the authority of the Ontario Colleges of Applied Arts and Technology Act, R.S. O 2002 and regulations thereunder. The information is used for administrative and statistical purposes of the College and may be shared with family, hospitals, physicians, collection agencies and College insurance carriers. Any questions regarding the collection of these information should be directed to the Licensor, 299 Doon Valley Drive, Kitchener, Ontario. N2G 4M4. Telephone (519) 748-5220.

I have read the conditions set out above and hereby accept the same. I acknowledge and agree that breach of any of the said conditions may result in the termination of this Agreement in the discretion of the Licensor. I further agree that I am personally responsible for and obligated to pay rent for gym time to the College in accordance with this Agreement.

I acknowledge and agree that I have previously viewed the campus facility or that I have the opportunity to pre-view the facility prior to renting and agree that it is a facility suitable for its intended rental purpose, denoted on page one of the rental agreement.

This Agreement also includes all pursuant Conditions and Schedules in the Appendix.

Student Name (Print Clearly)

Rental Fees

Student Signature

Date

Supervisor/Faculty Name (Print Clearly)

Supervisor/Faculty Signature

Date

Return completed form to Jenni Bauer
Recreation Facility Coordinator
jbauer@conestogac.on.ca
519-748-5220 ext. 2315



CONESTOGA COLLEGE STUDENT RECREATION CENTRE

Facility Rental Agreement Conditions

1. Cash or cheque payable to the Conestoga College of Applied Arts and Technology for rent of the gymnasium for the last two rental dates set out, for which no refund will be granted, must accompany the return of the Agreement executed by the Licensee, unless otherwise arranged.
2. Rental of the gymnasium is based on a "50" minute hour.
3. It is the responsibility of the representative of the Licensee to pick up a key for a dressing room at the Reception Desk and to lock all dressing room doors before any member of the Licensee's association or team goes on the gym floor. A deposit of \$10.00 or a valid Driver's Licence is required in order to obtain a dressing room key. Should a lock prove defective or unable to be locked, the said representative shall notify the Reception Desk Attendant immediately. The Conestoga College is not responsible for any lost or stolen goods and money, whether from a dressing room or elsewhere.
4. One dressing room per rental is included in the rental rate. Arrangements for additional dressing rooms must be made prior to the rental and an additional user fee may be applicable.
5. All members of the Licensee's Association shall vacate the gymnasium floor and vacate the dressing rooms thirty (30) minutes after leaving the gymnasium.
6. Rental payments for the gymnasium are payable prior to the use of the gymnasium by cash, cheque,
7. The Licensee shall give seven (7) days written notice of all cancellations to the Recreation Centre's Facility Coordinator. It is agreed that only two cancellations will be accepted during the term of this agreement.
8. If the Licensor has to cancel rental of gym time, the Licensor shall give seven (7) days' notice to the attention of the Contact Person listed on page 1 of this agreement.
9. Conestoga College is a Smoke Free Environment. It is the responsibility of each user group to adhere to this policy.
10. The College is committed to a major recycling campaign. User groups are asked to respect our recycling policies and make use of the appropriate containers, as provided.
11. The Licensee is allowed to use facility equipment appropriate to the rental use. For example, the Licensee is entitled to use the Basketball Backstops if the gymnasium is rented for Basketball.
12. The Licensee agrees not to have alcoholic products within the Recreation Centre unless a Special Occasion permit is obtained.
13. It is agreed that the Licensor will provide normal maintenance and cleaning services for the rented space, but if the Licensee causes damage or causes additional cleaning of the rented area, the Licensee will be liable for and will reimburse the Licensor for all costs prior to the start of the next rental date.



Facility Rental Agreement Conditions

14. The Licensee will not, or will it permit any of its members to use any part of the building or equipment except that which is contracted for by this agreement.
15. The Licensee hereby assumes sole responsibility for insuring the safe use by the Licensee and those using the premises with the Licensee's permission of the space and all facilities, equipment and things therein or thereon, including without limitation any supervision which may be reasonably necessary, and it is understood and agreed that the Licensor has no responsibility to supervise the use by the Licensee of the space.
16. The Licensee agrees that it will be liable for, and will reimburse the Licensor for any and all losses, costs or expenses incurred by the Licensee in respect of any damage or destruction, however occasioned, weather willful or accidental to the Licensor's building or property, or any equipment, facilities, fixtures or chattels therein or thereon caused by, or in any way arising out of the use of the premises by the Licensee, including without limitation any act or neglect of the Licensee, its servants, agents, members or any other person or persons on the premises of, or at the express or implied invitation of the Licensee.
17. The Licensee hereby agrees to indemnify the Licensor and keep it indemnified, and save it harmless of and from any and all claims, actions, suites, proceedings, demands, costs, expenses, losses, damages, fines and penalties whatsoever which may be taken or made against the Licensor, its successors or assigns or which the Licensor may suffer, sustain, incur or put to, arising out of, or by reason of the Licensee's use of the premises, or anything done or omitted to be done by the Licensee, its members, servants, or agents, or anyone on the premises with the permission of, or at the invitations, express or implied, of the Licensee, including without limitation Solicitor and client costs.
18. The Licensee shall, at its own expense, take out and keep in force during the Term comprehensive insurance of the type commonly called general public liability, which shall include coverage for personal injury, contractual liability, bodily injury, death and property damage, all on an occurrence basis with respect to the activities carried on in the Facility and the Licensee's use of the Facility and of any part of the Conestoga College Recreation Centre, with coverage for any one occurrence or claim of not less than \$2,000,000 or such other amount as the Licensor may from time to time reasonably require at any time during the Term upon not less than 30 days' notice, which insurance shall protect the Licensor in respect of claims as if the Licensor were separately insured and which insurance shall contain a severability of interest provision and a cross-liability provision.
19. The Licensee agrees to abide by and to cause its members, servants and agents and all other persons on the premises with its permission or at its invitation, express or implied, to abide by the regulations of conduct that are policy at the Conestoga Recreation Centre.
20. The Licensor agrees not to assign this agreement without the prior written permission of the Lessor.
21. The Licensee agrees not to sell goods or services on the College premises without the permission of the Licensor.
22. The Licensor reserves the right and the Licensee agrees to permit the authorized representatives of the Licensor to enter upon the space herein referred to at any time to inspect the premises.



Facility Rental Agreement Conditions

23. The parties hereby agree that in the event of non-payment by the Licensee of any amounts agreed to be paid, or in the event of breach of non- performance of any of the terms, and conditions, herein by the Licensee agreed to be performed the Licensor may forthwith terminate the agreement and any deposit made by the Licensee shall forthwith be forfeited to the Licensor as liquidated damages.
24. The Licensor reserves the right to revise the time periods on an occasional basis to accommodate special events upon thirty (30) days' notice to the Licensee.
25. The Licensor agrees to negotiate occasional revisions to the time periods at the request of the Licensee upon (30) days' notice to the Licensee.
26. This agreement may be terminated at any time by either party on sixty (60) days written notice to the other.
27. Closure Procedures Due to Inclement Weather. If Conestoga College's Doon Campus closes due to inclement weather, then the Recreation Centre will also close down. Rental groups should listen to local media for any closure updates.