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## Facility Rental Agreement

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Please note that rental is confirmed **ONLY** upon receipt of signed Facility Rental Agreement.

\_\_\_\_\_ (the “User”) agrees to rent  
*(name/ name of organization)*

\_\_\_\_\_ from the New Brunswick Community College (the “College”)  
*(description of facility)*

from \_\_\_\_\_ to \_\_\_\_\_.  
*(start date) (end date)*

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**In doing so, the User agrees to the following terms and conditions:**

**Release and Indemnity**

The User agrees that the College shall not be liable for any bodily injury or death to, or any loss or damage to any property belonging to the User or its officers, employees, servants, invitees, agents, contractors, volunteers, and any guests of any of the foregoing.

The User releases and discharges the College from any and all actions, causes of action, claims, damages, demands, expenses, and liabilities which the User now or hereafter may have, suffer, or incur, arising out of the rental notwithstanding that such matter may have been contributed to by the negligence or other conduct or omission of the College or anyone for whose conduct the College is responsible.

The User shall indemnify and hold harmless the College and any of its officers, employees, servants, agents, contractors, and volunteers 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, invitees, agents, contractors, volunteers, and any guests of any of the foregoing, except to the extent that such loss arises from the independent negligence of the College.

**Incident Reporting Requirement**

Following an incident or accident, an Incident Report Form must be completed and submitted to the College by means of the Regional Operations Manager within 48 hours. An Incident Report Form is required if medical or first aid attention is required **OR** if loss or damage to College property occurs. Incident Forms can be obtained from Security or the Regional Operations Manager.

**Certificate of Insurance Clause**

Proof of insurance is required (see additional note below) from all lessees doing business with **New Brunswick Community College**. Proof of insurance is to be provided by means of a certificate of insurance.

The certificates of insurance must be issued by the insurer or insurance broker of the User group and must contain the following information:

*Any document appearing in paper form is uncontrolled and must be compared to the electronic version.*



1. Name of the insurance company and the binder or policy number
2. Name and address of the Insured (User group)
3. Policy period (covering at least the period of the facility rental)
4. Description of coverage
5. Policy limits (\$2,000,000 occurrence/\$5,000,000 aggregate)
6. Description of insured operation and location(s)
7. Signature of authorized representative and date
8. Whenever possible, NBCC should be listed as an Additional Insured on all insurance certificates

**NOTE:** For User groups that do not have their own liability coverage, please see the Regional Operations Manager for an alternative option of purchasing insurance via NBCC.

“For self-insured entities, please provide contact information for person in your organization responsible for managing insurance liability claims (ie. Risk Manager, OHS Manager, etc) or confirm by clicking that your organization has a person responsible for managing risk and insurance liability claims (purpose of this clause, they would be acknowledging that they have an insurance program in place with a dedicated professional to handle issues);

### **Facilities Usage**

User agrees that the use of the facility rental:

1. does not conflict with the College’s mission and values and is in accordance with the College’s policy on facilities use.
2. does not cause interference with the orderly functioning of the College or infringe upon the rights or privileges of others; these rights include the right to peaceful pursuit of campus activities and to enjoy the rule of law.
3. does not promote hatred or discrimination against, or expose to contempt, any person or group of persons as applicable under legislation or law.
4. does not advertise, promote or operate programs or services that compete with College programs and does not compete with College activities including commercial activities or those that otherwise conflict with current contracts or agreements.
5. does not directly or indirectly contravene provisions of any law, statute, regulation, by-law, enactment, policy, or otherwise, of Canada, of the Province of New Brunswick, the city of (*insert Campus Location*) and of the College. This includes the Criminal Code of Canada, the Human Rights Act of New Brunswick, Occupational Health and Safety Act, the Freedom of Information and Protection of Privacy Act and other laws of general application.
6. will be used solely for conduct related to their activities, and the User will be held financially responsible for any damages to the facility or loss or replacement of any equipment that is damaged or lost that may be incurred as a result of their activity. Boisterous or nuisance persons will be requested to leave the College.
7. will be used only for the activities for which they have been designated.
8. is in no way related to NBCC, and facilities are only offered for use as specified in this agreement. Other than rental of these facilities there is no legal relationship between the User and the College.



### **Rental Request Form**

User agrees to complete and submit the Facility Rental Agreement form three weeks prior to the event, where possible.

User agrees to contact the Regional Operation Manager's office or designate (*insert campus contact email*) if changes to room bookings are required.

### **Catering**

Catering services may be available for the event. Please check with the campus contact for further information.

### **Signage and Décor**

User agrees not to affix décor or signage to College property with nails, screws or staple guns and agrees to remove all décor, signage directly following the event.

### **Grounds and Courtyards**

User may request to rent designated outdoor space for a fee if available. Renting outdoor space must be arranged by the User at the time of booking. It is prohibited to park vehicles on grounds and lawns, without prior permission.

The College does not assume responsibility for accidents, damages or theft with respect to any vehicles on its property.

### **Waste**

Waste and recyclable containers may be provided upon request. User agrees to appropriately dispose of all garbage generated by the event immediately thereafter. User agrees that the rental facility will be left clean and in an organized fashion. Any additional clean-up costs required will be charged to the User.

### **Security and Custodial Services**

It is mandatory for the User to pay for College Security Guards if alcohol will be served. As well, the User may be required to pay for Custodial and Security Services, depending on the size, scope and type of event.

Custodial staff and Security Guards are on duty for the care and protection of College property; they are not supervisors of an activity in progress.

### **Alcohol on College Premises**

Users planning to serve alcoholic beverages must obtain a Provincial Liquor License and must supply the Regional Operations Manager's office with a copy of said permit prior to the beginning of the activity. The License must be displayed by the User where alcohol is served.

### **Event Supervision**

The contact information for the supervisor of the event will be provided to the security guard on duty. This person must check in with security at the beginning of the event, be available to supervise for the duration of the event and must check out with security at the close of the event.



### **Check-In**

All guests of the event will sign in and out at the security desk if entering or exiting after 4:30 pm or on weekends, unless otherwise agreed to by the Regional Operations Manager.

The Event Supervisor contact person will report to the Security Officer who will open the appropriate area and ensure the area is locked after use.

### **Smoking**

Smoking is strictly prohibited in College facilities and is restricted to designated smoking areas only.

### **Music**

User agrees that sound-levels from musical instruments or recorded music will be kept to a reasonable level.

### **Use of NBCC Name/Logo**

The NBCC name and/or logo may not be used to advertise an event unrelated to college business. It is permitted to name NBCC and its specific venue as the location of the event on invitations.

### **Equipment Rental**

Equipment rental maybe available in certain circumstances for an additional cost and maybe accessed only by the person named in the contract, during the following hours:

- Monday - Friday from 8:15 a.m. to 4:30 p.m.
- Signed-out equipment must be returned to the IT Department during the hours stated above. If equipment is not returned within 24 hours of use, additional charges may be incurred.
- Any damaged/stolen equipment will be replaced by the User at replacement cost of the item(s).

### **Payment and Deposit**

All fees must be paid in full at the time of booking or **at least 10 days** prior to the facility usage.

A damage deposit may be requested at the discretion of the College. User and the College will be required to complete a pre-and post-event site inspection. If a damage deposit is required, the User will be reimbursed by the College within 30 days following a clean post-event site inspection.

### **Cancellation Policy**

In the event of cancellation, a written cancellation must be provided to NBCC by email (***insert campus contact email***) or in writing to the address on this Facility Rental Agreement. The following policy shall apply:

- If a written cancellation is received more than 30 days prior to the facility usage, no fees shall apply.

The College reserves the right to cancel a booking or terminate this agreement where:

- The College will not exercise its right to cancel a booking in an unreasonable manner and will provide as much notice to the User as possible. The College will cancel only if it is unable to meet its obligation for reasons including but not limited to emergency conditions or an official College Event under the authority of the Regional Director or the Regional Operations Manager of the College. Rental agreements shall also be void during days when the College is closed due to inclement weather.



- The College cancels a booking for any reason within this agreement; the User agrees that the College is not responsible or liable for any loss or damage suffered by the User.

**Rental Specifics**
**User Contact Information:**

Name of User: \_\_\_\_\_

Address \_\_\_\_\_ City/ Prov. \_\_\_\_\_

Postal Code \_\_\_\_\_ Email \_\_\_\_\_

Telephone (home) \_\_\_\_\_ (work) \_\_\_\_\_ (cell) \_\_\_\_\_

Alternate Contact (name and phone number): \_\_\_\_\_

| RENTAL AREA                     | SPECIFIC LOCATION | COST |
|---------------------------------|-------------------|------|
| Meeting Room(s)                 |                   |      |
| Classrooms/Theatres             |                   |      |
| Gym                             |                   |      |
| Exterior                        |                   |      |
|                                 | <i>SUBTOTAL</i>   | \$   |
| ADDITIONAL EQUIPMENT & SERVICES | RATE              | COST |
|                                 |                   |      |
|                                 | <i>SUBTOTAL</i>   | \$   |
|                                 | <i>Total</i>      |      |
|                                 | <i>HST</i>        | \$   |
|                                 | <i>Total Cost</i> |      |

|                          |  |
|--------------------------|--|
| <input type="checkbox"/> | Insurance Certificate Received / Funds Paid? |
| <input type="checkbox"/> | Alcohol Served / Liquor License Received?    |
| <input type="checkbox"/> | IT Support Available?                        |



| Date of Use: List all dates booked – include set-up/tear-down (Mon – MM/DD/YY) | Type of Activity | Access to venue requested at: (XX:XX am/pm) | Event begins at (XX:XX am/pm) | Event ends at: (XX:XX am/pm) | Venue vacated: lights out, locked up by: (XX:XX am/pm) |
|--|------------------|---|-------------------------------|------------------------------|--|
|  |                  |   |                               |                              |  |
|  |                  |   |                               |                              |  |
|  |                  |   |                               |                              |  |

**Payment Notices:**

All incremental costs associated with hosting this event shall be borne by the User. It is understood that additional costs may be incurred subsequent to the signing of this document and that the User agrees to pay all costs.

User agrees to pay total amount owing to NBCC once invoiced.

\_\_\_\_\_  
Signature of User

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Regional Operations Manager

\_\_\_\_\_  
Date

**REGIONAL OPERATIONS MANAGER (ROM) CONTACT INFORMATION**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_