

You agree that your use of our facilities, equipment, and/or services described in the Gymnasium Rental Agreement (the "Agreement") will comply with the following terms and conditions:

1. **Rental** – We will provide you with the facilities, equipment and/or services set out on the Agreement. You will use the facilities, equipment and/or services only for the purpose set out in the Agreement. You will maintain the facilities and/or equipment in good working order throughout the time of your access or use. You are not permitted to use any electrical appliances, except with our prior written consent.

Absolutely no food or drinks are allowed in the gymnasium, with the exception of water in a sealed container. Floor hockey of any kind is not permitted. With the exception of events where the gymnasium floor covering is used (conferences, lectures & trade shows), appropriate footwear (non-marking court shoes) and clothing is required in the facility and it is the responsibility of the rental group to ensure that this rule is followed.

All displays, exhibits, decorations and signage must be pre-approved by us and be freestanding and not fixed to any wall, ceiling or floor. You hereby represent and warrant to us that you have all approvals, permits, licences and consents necessary for you to carry out the activity at the facilities and/or to use the equipment and agree that you will at all times comply with all applicable federal, provincial, and municipal legislation and regulations. You will vacate the facilities and/or return the equipment in good working order upon expiry of the time set out in the Agreement.

2. **Payment** – You will pay to us the total rental amount set out in the Rental Agreement, inclusive of HST and other applicable taxes. If indicated by us on the Rental Agreement, you will provide us with a damage deposit in the amount so indicated, which amount will be returned to you if the facilities and/or equipment were maintained in good working condition after access or use.

Payments may be made by Credit card (VISA/MC), Debit card, cash or cheque payable to "Kwantlen Athletics". A separate cheque is necessary if you are required to provide a damage deposit, payable to "Kwantlen Athletics". We must receive full payment upon signing this Agreement (unless a shorter period is otherwise agreed to by us on the Agreement) prior to commencement of your use of the facilities, equipment and/or services.

3. **Submission of Agreement** – Once you have reviewed the Rental Agreement Terms and Conditions, please sign the Agreement and return all copies with payment for the amount indicated on the Agreement to:

*Department of Athletics and Recreation
Kwantlen Polytechnic University
Room-1280 Bldg Cedar (Formerly G)
12666 – 72 Ave.
Surrey, BC V3W 2M8*

4. **Cancellation and Refunds** – If you wish to cancel your Agreement prior to your use of the facilities, equipment and/or services, you will give us at least 10 business days written notice by either e-mail or fax and we will fully refund to you the amount paid as deposit. Cancellations made less than 10 business days prior are subject to a \$40.00 cancellation fee.
5. **Injury or Property Damage or Loss** – You will be solely responsible for, and will indemnify, defend and hold us (including our board of governors, directors, officers, employees, faculty, agents, contractors and those for whom we are responsible in law) harmless from, any damage, loss, expenses and other liabilities arising out of or relating to the use of the facilities, equipment and/or services, or a breach of this Agreement or applicable laws, by you or any of your directors, officers, employees, agents, associates, contractors, guests and any person for whom you are responsible in law, including any injury or death, or damage or loss of property. You will promptly notify us of such damage, loss, expense and other liabilities.

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6. **Insurance** – You will, at your expense and for the purpose of supporting your indemnification obligations under this Agreement, obtain and maintain with reputable insurers licensed in British Columbia a comprehensive general liability insurance with a limit of not less than **\$2,000,000** per occurrence for bodily injury and property damage or loss and extended to cover the acts and omissions of your directors, officers, employees, agents, associates, contractors, guests and any person for whom you are responsible in law. Such insurance must include coverage for premises and operations, broad form contractual liability, cross liability, contingent employers liability, and broad form property damage liability. The minimum amount of insurance coverage required shall not be construed as a limit on your obligation to indemnify us. **You will provide us with written evidence of such insurance in the form of a certificate or other documentation acceptable to us.**
7. **Use of Trademarks** – All trademarks, trade names, service marks, logos, designs and symbols of Kwantlen Polytechnic University are owned by us and any unauthorized use is strictly forbidden unless with our prior written consent, whose consent will be exercised at our sole discretion. Without limiting the generality of the foregoing, the name “Kwantlen Polytechnic University” must not appear in the heading of any of your advertising or promotional materials. Also, we do not, and must not be perceived to be, sponsoring, endorsing or otherwise promoting or supporting your activities, products or services.
8. **Force Majeure** – We will use reasonable efforts to make the facilities, equipment and/or services available to you during the times and dates set out in the Agreement. However, if there exists any causes beyond our reasonable control, including but not limited to acts of God, changes in the laws of Canada or our institutional policies, governmental restrictions, wars, fires, floods, storms, strikes (including illegal work stoppages, or slowdowns), lockouts, labour shortages and building system failures, we may terminate this Agreement.
9. **Termination** – Your access or use of the facilities, equipment and/or services will terminate upon expiry of the time set out in the Agreement. However, we reserve the right to cancel your reservation, or to terminate your access or use, of the facilities, equipment and/or services immediately upon giving you written notice by either e-mail, fax or by mail of such cancellation or termination. If we cancel or terminate for cause (including but not limited to non-payment by you of any amount due to us, or a breach of another provision of this Agreement or of applicable laws), we will not refund any prepaid amount to you. However, if we cancel or terminate without cause (including but not limited to, events of force majeure), we will refund any prepaid amount to you, and such refund will be your sole and exclusive remedy against us for performance of our obligation under this Agreement.
10. **Entire Agreement** – This Agreement, including the Rental Agreement, is the entire agreement between us with respect to the rental of the subject facilities, equipment and/or services for the times and dates specified, and will supersede any and all prior discussions, negotiations and agreements with respect to the same subject matter.
11. **Governing Laws** – This Agreement will be governed by the laws of Province of British Columbia and the laws of Canada applicable therein, without reference to its conflict of law principles.
12. **Dispute Resolution** – In the event of any dispute between us concerning this Agreement, such dispute will be resolved by a single arbitrator appointed pursuant to the provisions of the Commercial Arbitration Act of British Columbia or any successor legislation then in force. The place of arbitration will be in Vancouver, British Columbia.

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