Request for Use of Waap Galts'ap

Please print, fill out and send to: Ali McDougall, amcdougall@coastmountaincollege.ca



Phone: 250.635.6511 ext 5491 Fax: 250.638.5461				
Name:				
	on named here is required	to be present	during the entire event)	
Address:	City:		Zip:	
Telephone: Home	Work:		Cell:	
Date Requested:	Type of Event:			
Time of Event: From:	ToSetup	: From:	To:	
Largest Number Expected to Attend (maximum capacity is 250):				
I have read, understand, and agree to abide by the attached terms, conditions, and provisos for the use of the Waap <u>G</u> alts'ap facilities. I request your approval to use the stated facilities of the Waap <u>G</u> alts'ap for the purpose stated above. I fully understand that I personally, or our organization if I am representing one, will be responsible for any damages or for the compensation for any security officer(s) called in by a staff member or other previously hired officer.				
Signature:		_Title:		
Name:		_Date:		
THIS IS A TEMPORARY CONTRACT				
This portion to be filled in by CMTN				
Approved:			Date	
Rental: Amount Due:	Amount Paid:		Balance Due:	
Damage/Security Deposit Amount Due:	Amount Paid:		Date:	
Damage Reported?				
Amount Refunded:	_		Date:	

SPECIAL EVENTS OFFICE:

Bookings are to be made through the President's office:

Ali McDougall, Indigenous Relations and Executive Advisor

Phone: 250.635.6511 ext 5491

Fax: 250.638.5461

Email: amcdougall@coastmountaincollege.ca

FEES/LICENSES/SECURITY/DEPOSITS

A damage deposit of \$500 is to be paid at the time of the contract. This is returned UPON REQUEST two (2) weeks following the use of the facility if there are no damages, rental misrepresentation or failure to comply with rules and guidelines. Renters are required to cover any additional damages or cost of additional security officers.

The decision to return none or part of a damage deposit is left entirely to Coast Mountain College's discretion. Renters may be assessed an additional cleaning cost if necessary.

If the facility use is cancelled for any reason by the Renter, (a) full fee and damage deposit will be returned if cancellation is made prior to one month before rent date: (b) after that none of the rent fee and full damage deposit will be returned.

All rental fees must be paid by cheque, cash or credit card at least two (2) weeks BEFORE the event. Approved Renters may be invoiced for their events. Receipts will be provided.

Gathering Space & Washrooms:

½ Day (up to 4 hours)	\$1000
Full Day (up to 8 hours)	\$2,000

Evening hours are not available at this time (Evening Hours are an extra \$100 per hour required)

Damage Deposit	\$500
Excess Cleaning Charge:	\$500

^{*}in addition to the ½ day or full day rates

Security

Call In (3 hour call out)\$300

TERMS & CONDITIONS FOR BOOKING WAAP GALTS'AP

50% Down Payment must be paid upon receipt of a signed contract. Payment in full must be received two (2) weeks prior to event. Damage/Security Deposit must be paid at time of booking event to hold date.

MAIN FACILITY

- The main house area is 50' x 50'. Waap Galts'ap holds a maximum capacity of 250 people at any given time.
- There are tables and chairs available for use in the main hall. The tables are 4' long and 1 or 1-½" wide. They can seat 6 people if arranged individually; 4 to a table if joined end to end. Extra chairs and tables can be made available upon request.
- The renter must set up the tables and chairs themselves and when finished with the use of Waap Galts'ap, the renter
 must clean up the longhouse according to the Clean-up list. Failure to do so will mean that the damage deposit will not
 be returned.

KITCHEN

The kitchen is <u>not</u> included in the main house rentals. Catering by external caterers is permitted if CMTN catering is not available; there will be NO access to kitchen.

SMOKING

No smoking is allowed in the building, or within 30 feet of entrances, windows, or air vents.

DECORATIONS

NOTHING, including decorations, may be attached on the walls, ceilings, or floor with tacks, brads, or nails. All decorations must be on the tables, side benches, or free standing. Tape is permitted and must be removed at the end of the event.

ALCOHOL

Alcohol is strictly prohibited in Waap Galts'ap.

USAGE

Use will be limited to one day according to the contract. Additional decoration/setup time may be scheduled. The building will be open for you <u>AT THE TIME SPECIFIED IN THIS CONTRACT</u>. Please contact the President's Office to make changes.

SET-UP AND CLEAN-UP PROCEDURES

The Renter is responsible for the setting up of tables and chairs. Proper caution must be exercised in setting up and during event to ensure that furniture, walls, or floor not be damaged. Such damage is subject to damage deposit forfeit in all or part. Renters are required to leave the house in the same condition that they received it. The Renter is responsible for removing all decorations and returning the tables and chairs to their original storage location. Please refer to the Waap <u>G</u>alts'ap checklist.

OTHER RESPONSIBILITIES OF RENTER

- Absolutely no confetti, rice, paper, petals, birdseed or any other form of shredded materials may be thrown anywhere inside the building. Birdseed may be thrown outside the building.
- Renter must ensure that food and drinks are not taken outside designated usage areas. Renter is fully responsible for the behaviour of all guests.
- Renter's rights hereunder are not assignable and Renter shall not be entitled to sublet any part of the Facilities. Renter shall not permit any unlawful, dangerous, flammable, or explosive substance in the Facilities.
- Waap <u>G</u>alts'ap shall not be liable to Renter for any personal injury or property damage in orabout the Facilities in the absence of Waap <u>G</u>alts'ap's gross negligence. Renter shall indemnify and hold Waap <u>G</u>alts'ap harmless from and against all liabilities, claims, and judgments, including costs and attorney's fees and expenses relating thereto, for personal injury to and death of any person, and for loss of our damage to any property which arises out of, or is in any way connected with Renter's use of the Leased Facilities, including any personal injury or death, or loss of or damage to property arising out of the concurrent or sole negligence of Waap Galts'ap.
- No verbal understanding or agreement shall be recognized.

WAAP GALTS'AP CHECKLIST

After use of the longhouse, all Renter's are required to adhere to the Cleanup Checklist below.

PLEASE NOTE: Failure to do so will result in forfeiture of the damage deposit.

ш	Take down all decorations.
	Put away all tables and chairs.
	Make sure the floors of the longhouse and washrooms are cleaned. Mop the floors if there are any wet or dirty spots. Mops available in janitor's closet.
	Turn off all interior and exterior lights.
	Make sure all doors to Waap <u>G</u> alts'ap are locked.
	Make arrangements with the President's Office to return the keys (if provided).
	Ensure all reserved equipment(s) are put back into their appropriate containers (laptops, LCD projectors, speaker systems, microphones).

PROVISOS

1. The Applicant shall:

- a. Pay the fee (plus GST) for the use of the facilities on the dates specified.
- b. Pay in addition to the rental fees, all costs and expenses incurred through the use of the facilities (e.g. floor covering, cleaning). The College will provide this service and charge the Applicant.
- c. Comply with all Municipal and Provincial laws and regulations pertaining to the Applicant's use of the facilities and without affecting the generality of the foregoing, obey all rules and regulations of the College pertaining to the College facilities.
- d. Procure at his own expense all licenses and permits from Municipal and Provincial authorities as may be required to operate or conduct activities on the premises, to pay all taxes that may be levied as a result of the operations of the Applicant on the facilities.
- e. Be bound by the "Regulations" for the use of the facilities issued by the College at the date hereof whether the Applicant shall have read the same or not.
- f. Leave the premises in good repair (reasonable wear and tear and damage by fire. Lightning and tempest only accepted, unless damage by fire be caused by the negligence or default of the Applicant).
- g. Assume any loss or damage to the facilities and the College in which the same are located.
- h. Vacate the facilities forthwith upon the last date specified for the use as set out in the application.
- i. 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 Applicant and any of its officers, employees, servants, agents, contractors, volunteers and invitees, except in the extent that such loss arises from the independent negligence of the College.
- j. Agree to waive all rights of subrogation or recourse against the College with respect to the use or occupation by the Applicant of the premises described in the permit or license agreements.
- k. Complete and submit an Incident Report Form within forty-eight (48) hours whenever:
 - i) Medical/first-aid attention is administered;
 - ii) Loss or damage to (College) property occurs.
- I. Provide the following proof of insurance if deemed necessary by the College;

2. The College shall:

- a. Provide lighting, heat and washroom facilities during the period specified.
- b. Allow the Applicant the use of the parking lot within the College area. The College shall not be liable for the non-fulfillment of this agreement if attributable to destruction by fire, act of God, public enemy, strikes, the authority of the law or any cause beyond its control.
- 3. It is understood and agreed between the College and the Applicant that this agreement shall not be assigned or transferred by the Applicant.
- 4. The Applicant shall not be the agent of the Applicant accruing due here under during the term of this agreement and all of the indemnities by the Applicant herein shall survive the termination of the agreement.

Section A: Liability Insurance

The Applicant shall, without limiting its obligations or liabilities herein and at its own expense, provide and maintain the following insurances with insurers licensed in British Columbia and in forms and amounts acceptable to the College;

Commercial general liability insurance with a limit of not less than Two Million Dollars (\$2,000,000) inclusive per occurrence for bodily injury and property damage including loss of use thereof. Such insurance shall extend to cover the Applicant, its officers, employees, servants, agents, contractors and volunteers and shall include the College, its officers, employees, servants, agents, and contractors as additional Insureds with respect to liability arising out of the use and occupation by the Applicant of the property belonging to the College.

Such Commercial general liability insurance shall contain coverage for premises and operations, products and completed operations, blanket contractual liability, cross liability, elevator and hoist liability, contingent employers liability, occurrence property damage, employees and/or volunteers as additional Named Insureds, use of attached machinery, use of specially licensed or unlicensed vehicles (while operated off highway), broad form property damage and shall not contain any exclusion of host liquor liability.

Tenants all risks legal liability (subject to a minimum limit of \$2,000,000) shall apply to the use and/or occupation by the Applicant of the premises in the permit or license agreement.

Each of the parties hereto agree to maintain comprehensive general liability protection while this agreement is in force to cover the use of the property of the other. The parties hereto further agree to furnish certificates confirming that such protection is in force if requested by the other party.

Section B: Certificate of Insurance

The Applicant shall provide the College administrator with the evidence of all required insurance prior to the effective date of the (contract, license agreement or permit). Such evidence of insurance shall be in the form of a certificate of insurance. When requested by the College, the Applicant shall provide certified copies of required insurance policies (14) days prior to use of the facility.

These certificates should be issued by the insurer or insurance broker of the user group and must contain the following information:

- 1. Name of 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 the agreement is in place).
- 4. Description of coverage.
- 5. Policy limits
- 6. Description of insured operations and location(s).
- 7. Signature of authorized representative and date.