

TRU GYMNASIUM – KAMLOOPS CAMPUS

900 McGill Road, Kamloops, BC, V2C 5N3

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Jshephard@tru.ca

REQUEST FOR USE OF FACILITY

Group Name: _____ **Number of Persons:** _____

Your Name: _____

Address: _____ **Postal Code:** _____

Telephone: (Home) _____ **(Work)** _____ **Email:** _____

Contact Person (If different from above): _____

Address: _____ **Postal Code:** _____

Telephone: (Home) _____ **(Work)** _____ **Email:** _____

GYMNASIUM or WEIGHTROOM: _____

ACTIVITY (Be Specific): _____

OF PARTICIPANTS: _____ **# OF SPECTATORS:** _____

DATES/TIMES REQUESTED: _____

(Please include set-up and take down time)

SET-UP REQUIRED (Bleachers/Tarps): _____

I hereby certify that I have received and read in its entirety the list of OPERATIONAL RULES below and that I fully realize my responsibility in ensuring that all members of my group comply with same. I further acknowledge the fact that failure to comply with the said regulations can result in immediate cancellation, without warning, of my group's rental.

Signature of Authorized Person

Date

Name of Person Signing (Please Print)

OPERATIONAL RULES

1. Cancellations

Rental payment is refundable except for non-refundable deposit if the Department, in writing from the Renter, receives a request for cancellation at least 4 weeks prior to the event. A User who cancels in less than 4 weeks before the rental date must pay rental amount. A User who persists in cancelling bookings or who persists in not putting the facility to reasonable use may have some or all of its bookings cancelled.

2. Cancellation (by the university)

The University may cancel a booking for reasons beyond its control at any time. From time to time, the Facility may cancel a booking for a special event. Reasonable notice will be given to the renter.

3. Changes

Changes, cancellations, additions, etc. must be in writing and will only be accepted during office hours, Monday to Friday 8:30am to 4:30pm.

4. Gymnasium Use

No street shoes (including runners that have been worn outside) or black-soled shoes permitted on gymnasium floors at any time. For some events the floor will be protected at cost to the Renter.

5. Set-up

The Renter is responsible for set-up and takedown of benches, tables and other non-fixed equipment. The Facility Supervisor is provided to assist with set-up and takedown of gymnasium equipment when availability allows. The only Extra charges will be levied to cover costs for damage or lost equipment of any kind that the facility has provided.

6. Supervision and First Aid

Groups are responsible for providing supervision and security of event participants and spectators as well as providing first aid supplies and qualified attendant and are totally responsible for any claims arising out of their failure to do so. Facility Management has the right to set the number and level of security and first aid personnel that will be required depending on the type of event. Minors must be supervised at all times.

7. Parking

Pay parking is available but not guaranteed at the various University parking facilities. Access for emergency vehicles must be kept clear at all times. Cars parked in restricted areas or in special permit areas may be towed immediately.

8. Alcohol and Smoking

The consumption of alcoholic beverages anywhere on or in TRU facilities is prohibited (except in designated licensed areas and as permitted in writing from the Department and only with the appropriate licenses). If difficulties arise, the RCMP will be called and the event immediately cancelled. Future requests for rental may be denied. No smoking is permitted in the building or within 25 feet of any entryway.

9. Concessions

Concessions will be operated by the Department at its discretion, or if the group so requests. No other concessions will be permitted without the advance written authorization by the Department of Athletics and Recreation. Those wishing to bring in food items for distribution must discuss this in advance with the Department and obtain written permission before distributing any product.

10. Equipment

Groups are advised to ensure that all facility equipment is suitable to their needs, or to arrange their own, and TRU takes no responsibility for equipment not being suitable. There are limited chairs and no tables provided by TRU.

11. Additional Charges

In consideration of the basic rental fee, the Department agrees to provide existing seating, change rooms, public address system, lighting, goal posts, gymnasium marking as is in place, and available equipment. There are additional charges for all special services, equipment requested, additional staff, and late out.

12. Clean-up

It is the sole responsibility of the Renter to ensure that any mess or garbage that is generated as a result of their event is cleaned up by them and all garbage removed from the facility. Any facility that requires extra cleaning (as determined by Facility Management) will be an additional charge paid for by the Renter.

13. Limitation of Liability

In the event that TRU should breach any of all obligations under this Rental Agreement in any manner, the maximum liability of TRU is limited to the Rental Amount or \$500 whichever is the lesser amount.

14. Insurance

Certificate of Insurance must be provided. User groups are NOT covered under TRU insurance policy.

It is a condition of Thompson Rivers University insurance coverage that all commercial and formally organized service groups (including churches, non-profit societies, associations and community recreation groups) must provide a minimum of \$1 million comprehensive general liability insurance per occurrence naming TRU as an additional insured. A copy to be forwarded to the TRU Athletic Department.

COSTS

All rentals are payable in full 15 days in advance.

	Per Hour	Per Day
Gym and all rooms listed below		\$550
WolfDen Media/Conference Room – TRU users	\$40	\$300
WolfDen Media/Conference Room – Community	\$60	\$400
Gym Floor – non-profit	\$35	\$300
Gym Floor – profit	\$50	\$450
Dance Studio – non-profit	\$20	\$150
Dance Studio – profit	\$30	\$250
Mezzanine	\$15	\$50
Tarps and/or Bleachers (charge only if service provided during non-business hours)		\$200 for event
Supervision (Mandatory for week nights after 4 pm and weekends)	\$25	
Janitorial	\$25	\$75 at end of event
TRU Sports Task Force donation – mandatory donation by profit group for a weekend rental		\$250

INDEMNITY AGREEMENT

WARNING: If a law suit is brought against Thompson Rivers University, Thompson Rivers University will have the right of indemnity against your organization.

In consideration of Thompson Rivers University granting this association, club, society or other organization (hereinafter referred to as "this organization") the privilege of using, participating, organizing, sponsoring or holding activities in its gymnasium, weight room, changing and washing facilities or surrounding lands and premises (hereinafter referred to as "the premises") and going on and off the premises, this organization agrees to this Indemnification Agreement upon the terms and conditions hereinafter set out. In instances when I am using or sponsoring activities on the premises in my personal capacity, the phrase "this organization" refers to me personally.

This organization agrees to **save harmless** and **indemnify** Thompson Rivers University, its governors, officers, employees, agents or representatives, from any cause of action, suit, claim or liability of any kind whatsoever arising out of any use, activity, practice, meet, game, that is sponsored, organized, supervised or run by this organization including any claim or liability arising out of any audience or invitee being present at or using the premises. This organization agrees to carry liability insurance in sufficient amount and to ensure that such insurance covers or applies to the use or activities carried out on the premises.

In particular this organization acknowledges that infants or minors may be participating in activities of this organization on the premises and that those infants or minors may not be contractually bound by a waiver of liability. This organization specifically indemnifies Thompson Rivers University against any and all above mentioned claims, actions, and suits that may be instituted by any infant, minor or other person or group.

In entering into this agreement, I am not relying on any oral or written representations or statements made by Thompson Rivers University or its staff, including those in any brochures or calendars issued by Thompson Rivers University, to induce me to undertake my particular use or activity on the premises.

I confirm that I have read and understood this indemnity prior to signing it and, when signing in my personal capacity, agree that this indemnity will be binding upon me, my heirs, next of kin, executors, administrator and assigns.

I agree that this Agreement is to be interpreted pursuant to the laws of the Province of British Columbia and I understand that if I have any questions regarding this indemnity, I should consult a lawyer prior to signing this Agreement. I acknowledge that Thompson Rivers University will not supervise the use of the premises by this organization, but that it may at any time deny access to any persons who are a hazard to themselves or any other participants or players on the premises.

DATED this _____ day of _____, A.D. 20__.

Name of Organization (Please Print)

Signature of Person Authorized to Sign
for this Organization

Name of Person Signing (Please Print)

Address of Person Signing