

Thompson Rivers University (“TRU”) Facilities Use Agreement

Name of User (the “User”): _____

Address of User: _____

User Person Responsible: _____

TRU Facility (the “Facility”): _____

Date and Time of Use: _____

Rent Payable: _____

In consideration of TRU allowing the User to use the above noted Facility, the User agrees as follows:

1. **Indemnity.** The User will indemnify and save harmless TRU from and against all losses, claims, actions, damages, liability and expenses (including any legal expenses incurred by TRU) arising from or in connection with the use of, or presence in, the Facility by the User, any person invited or allowed into the facility by the User, or any person for whom the User is responsible.
2. **Waiver.** The user waives any and all claims against, releases from liability and agrees not to sue TRU, its governors, officers, employees, agents and representatives, for any personal injury, death, property damage or any other loss sustained by the User or for which the User may be responsible arising out of, or in connection with the User’s use of, or presence in, the above noted Facility.

Warning: By signing this Agreement you are giving up your right to sue TRU

User Init.

3. **Insurance.** At all times while the user is using the Facility, it will maintain comprehensive general liability insurance in the amount of at least \$2,000,000 with TRU as an additional insured; upon request from TRU the User will provide evidence to TRU of such insurance.
4. **No Warranty.** TRU makes no warranty expressed or implied with regard to the safety of the Facility or its fitness for the User’s purpose; the user accepts the Facility as is at its own risk.
5. **Compliance with Terms and Conditions.** The User will comply with the attached terms and Conditions and ensure that all persons whom the User allows in the Facility will also comply with the Terms and Conditions.

Authorized Signatory

Date

Classroom/Field/Gymnasium/Meeting Rooms

Contact: TRU - Williams Lake 250-392-8000 wmain@tru.ca

TRUWL recognizes that use of its facilities may provide additional opportunities for students, and that the use of university facilities by community groups may enhance their activities. Because of these mutual benefits, TRUWL believes in joint use arrangements with communities. It believes, also, that any use should not put the University in competition with private business and other organizations in providing facilities for commercial and private users. In arranging joint-use agreements, TRUWL recognizes the value of community involvement

Thank you for booking with TRUWL

TRU FACILITY TERMS AND CONDITIONS

The group or organization booking (hereafter "User") shall

1. Assume full responsibility for adult supervision of the activity involved throughout the period of booking.
2. Ensure that all regulations are adhered to.
3. Supervise entrance and adjacent areas to ensure that unauthorized persons do not enter the building.
4. Ensure that participants remain within the confines of the area assigned to the group, remain within the schedule allocated, and vacate the premises promptly.
5. Enforce the TRU Smoking Policy Appendix "A" (attached).
6. No confetti (or like substance) be used on the premises. *A \$75 clean up charge may be applied.*
7. Audio Visual Equipment can be arranged through TRUWL or clients are permitted to arrange their own.
8. Users are restricted to the use of the facilities as stated on the application form. Tables and chairs will be provided only to the extent that such equipment is available at the University.
9. There is no liability expressed or implied on the part of the University as to the safety, suitability or condition of the premises rented. The user must accept the said premises at their own risk.
10. The user will be held responsible for any damage whether to persons or to property including the exterior of all school buildings, grounds, fields and fences. The University reserves the right to require the user to provide adequate insurance in a form satisfactory to the University.
11. The user must provide sufficient assistance to direct traffic, maintain order, and prevent unauthorized persons from entering rooms or hallways not authorized on the permit.
12. Classroom Rentals - application for classroom rentals will be considered for meetings on the condition that nothing in the classroom is disturbed.

13. Consumption of Liquor - Consumption of alcoholic beverages will be permitted only in controlled situations and where all necessary permits have been obtained by the user. Alcohol, Cannabis and Tobacco Policy ADM 5-3. Please see <https://www.tru.ca/policy/allpolicy.html> for the latest policy and regulations.
 14. Control and behaviour of persons occupying the premises is the responsibility of the user.
 15. Use of Equipment - The use of any university equipment will be at the discretion of the Executive Director of the University or the Campus Coordinator, who may specify equipment used, and an operator where applicable; additional charges may apply.
 16. Janitorial Supplies and Equipment - Users will not use or have access to janitorial supplies and equipment.
 17. In the case of unforeseen circumstances, TRUWL reserves the right to substitute a comparable room.
 18. TRUWL reserves the right to inspect & regulate all private parties, meetings & receptions.
 19. Liability or damage to the premises will be charged accordingly and is the responsibility of the person booking the event.
 20. Space for the event is booked only for the times indicated.
 21. Set up & dismantle times, if required, are not included and should be specified at the time of booking.
 22. If displays, exhibits or products are used, arrangements for their arrival, unloading & departure must be made through the Events Coordinator. Such displays, exhibits, or products are the responsibility of the exhibitor and TRUWL accepts no liability for the loss or damage of these displays.
 23. TRUWL is not responsible for damages to or loss of any articles left prior to, during or following any function by the user or their guests.
 24. TRUWL reserves the right to require security should situations warrant for either or both parties contracting said functions.
 25. Additional costs will be assessed for utility requirements above and beyond the normal usage.
 26. Keys issued by the University are for designated purposes only and are the property of the University. A refundable deposit is required.
 27. Room rates as set out in Appendix "B" (attached).
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PAYMENT *Invoicing is issued from the Kamloops campus and will follow your booking. Payment is due upon receipt of invoice.*

Accepted methods of payment: VISA, MasterCard, AMEX, Cash, or Cheques

Remittance should be made payable to:

TRU-Williams Lake
1250 Western Avenue
Williams Lake BC V2G 1H7

CANCELLATION POLICY

- Cancellations should be made in writing 3 business days prior to event, by email to wmain@tru.ca or by fax to 250-392-4984.
- Except for rental refunds, TRUWL assumes no responsibility whatsoever if last minute cancellations are caused by power failure, furnace failure, Fire Marshal's regulations or other cause beyond the control of the university.
- Failure to comply with rental regulations could result in immediate cancellation of the rental. The rental may be revoked or cancelled at any time. In the event of such revocation or cancellation, there can be no claim or right to damages or reimbursement on account of any loss, damage or expense whatsoever.

Appendix "A"

TRU Alcohol, Cannabis and Tobacco Policy ADM 5-3

Please see www.tru.ca/policy/index.html for the latest policy and regulations.

The University seeks to provide a safe and healthy environment for those using its campuses and those present at events under the control of the University. To advance that goal, the University seeks to create an environment that supports a harm-reduction approach to the uses of Alcohol, Cannabis, and Tobacco.

Educational materials and programs on responsible behaviour regarding Alcohol, Cannabis, and Tobacco will be prepared and circulated widely by the University's Counselling and Wellness offices.