



The Science Undergraduate Society of UBC – Abdul Ladha Centre – 2055 East Mall - Vancouver, BC V6T 1Z1 604-822-4235 – bmanager.bookings@sus.ubc.ca - www.sus.ubc.ca

Abdul Ladha Science Student Centre Rental Terms and Conditions

The Science Undergraduate Society of the University of British Columbia – Vancouver (hereafter SUS) shall make every reasonable effort to provide the use of the Premises as agreed herein. In the event that the SUS is unable to provide the use of the Premises, the liability of the SUS shall be limited to the return of the Deposit to the User and the SUS shall not be liable for any general, consequential or special damages, including but not limited to economic loss to the User. The SUS reserves the right to re-locate functions to comparable rooms.

The SUS shall not be liable, for any costs, expenses or damages resulting from:

Loss of life, personal injury, or damage to property(ies) arising from any occurrence on the Premises or the conduct of any person attending the Function;

Loss of, or damage to, any personal property brought into the Premises of the Abdul Ladha Science Student Centre (hereafter ALSSC) by the User or any person attending the Function;

Supervision of the Function which the SUS may undertake pursuant to Paragraph 5 hereof.

Notwithstanding the above, the SUS will be responsible for damages where it is found negligent or caused such damage.

- The User shall indemnify and save harmless each of the SUS, the AMS, and the University of British Columbia from and against any and all claims, actions, damages, liabilities or expenses due to or arising from any occurrence on the Premises or the use of the Premises occasioned wholly or in part by any act or omission of the User, including but not limited to its officers, servants, employees, agents, customers, contractors, invitees, volunteers or by any other person attending the Function or permitted by the User to be on or about the Premises, or arising out of any breach by the User of any provision of this Agreement, including without limitation any claims, actions, damages, liabilities or expenses in connection with loss of life, personal injury or damage to property and such indemnity shall survive the termination or other expiration of this Agreement. Notwithstanding the above, the User will be responsible for damages where it is found negligent or caused such damage.
- The SUS may cancel this Agreement by giving the User oral or written notice of cancellation if the SUS decides, in its sole discretion that holding the Function may result in a strike civil commotion, harassment of any person or damage to the ALSSC. In the event of such cancellation, the SUS shall, as soon as reasonably possible thereafter, return to the User the Deposit in full satisfaction of the obligations of the SUS under this Agreement.
- The User shall be responsible for the control and security of the Function. User shall be subjected to strictly comply to security regulations as outlined in Appendix A. Provided, however, that the SUS may, but shall not be obliged to inspect and control the Function and hire such security guards and take other security precautions as it deems necessary and any such additional expenses incurred by the SUS shall be added to the Fee and shall be payable in accordance with the terms of this Agreement.
- The User shall be responsible for all damage to the Premises and the property of the SUS used by the User and the amount of all such damage as determined by the Dean of Science's office shall be added to the Fee and shall be payable in accordance with the terms of this Agreement. Notwithstanding the above, the User will be responsible for damages where it is found negligent or caused such damage.
- In the event that the SUS agrees to supply ancillary services to the User in connection with the Function, including without limitation food, beverages, lighting and audio equipment, tents and audio-visual aids, the amount or amounts charged by the SUS to the User for such services shall be added to the Fee and shall be payable in accordance with the terms of this Agreement.
- No ancillary services shall be brought into the ALSSC by the User, including without limitation its officers, servants, employees, agents, customers, contractors, invitees, volunteers or by any other person attending the Function or permitted by the User in connection with the Function, including without limitation food, beverages, lighting and audio equipment and audio-visual aids, without the prior written consent of the SUS.

The User shall ensure that all persons attending the Function have vacated the Premise in accordance with the terms hereof and

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as per the "Premises Use and Services Agreement". In the event that the Function exceeds the hours for which it was booked, including but not limited to reasons for cleanup time or extension of the Function itself, the SUS shall in its sole discretion extend the Time for holding the Function and the User shall pay the SUS an amount equal to the hourly rate then in effect for the Premises times the number of extended hours or portion thereof, and such amount shall be added to the Fee and shall be payable in accordance with the terms of this Agreement.

The User shall pay in full, within thirty (30) days of the mailing of the invoice(s) as herein provided, all amounts due to the "UBC Science Undergraduate Society". The User shall pay the SUS interest on any amounts outstanding after thirty (30) days at the rate of eighteen percent (18%) per annum.

The User shall be subject to and strictly comply with all orders, rules and regulations of the SUS with respect to the use of the Premises and with all laws, ordinances, regulations, by-laws and other requirements of all federal, provincial, municipal and other authorities affecting the Premises or the use thereof. Failure to do so may result in the immediate cancellation of the Function as well as cancellation and prohibition of future events at the discretion of the SUS. Any payments made to the SUS including deposits will not be returned to the User in the event of those cancellations.

The User shall use the Premises only for the purposes of holding the Function and for no other purpose whatsoever.

The provisions herein contained constitute the entire agreement between the parties and supersede all previous communications, representations and agreements, whether verbal or written, between the parties with respect to the subject matter hereof.

This Agreement may not be modified or amended except by an instrument in writing signed by the parties hereto.

This Agreement shall not be assigned by the User. The Premises shall not be sublet or licensed by the User.

Time shall be of the essence of this Agreement and of each of its terms.

All notices, demands and invoices required or permitted to be given or rendered hereunder shall be in writing and shall be delivered to the addresses of the parties set forth on the first page hereof.

If there is more than one person contained in the first reference in this Agreement to the "User", all covenants, liabilities and obligations entered into by or imposed on the User hereunder shall be joint and several.

This Agreement shall endure to the benefit of and are binding upon the parties hereto and their respective heirs, without limitation to executors, administrators, successors and permitted assigns. The User hereby acknowledges that bookings from or in collaboration with any fraternities or sororities may be cancelled at any time at the discretion of the SUS or the Office of the Dean of Science. The User hereby acknowledges receipt of a fully executed copy of this Agreement.

The User hereby acknowledges that this contract is binding.

| DECLARATION | |
|--|-------------------------|
| I, the User, hereby acknowledge the receipt of said contract, and understand all terms and conditions listed above. *Note: This contact is valid for 365 days, commencing on the date of signature by the User and the Building Manager, or whichever date occurs first. | |
| User's Name and Title | |
| Organization | Building Manager's Name |
| | YuMing He |
| <u>Signature</u> | <u>Signature</u> |
| <u>Date</u> | <u>Date</u> |

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