

CAPE BRETON UNIVERSITY RENTAL CONTRACT

This lease agreement is between Cape Breton University, hereinafter referred to as CBU and:

Name of Group: _____

(hereinafter known as the Applicant)

Including its agents, employees, guests, volunteers and representatives

Address: _____

Phone: work _____

Phone: home _____

Fax _____

Email _____

Based on the mutual promises contained in this agreement and in consideration of rental, CBU agrees to make available the following space for the dates(s) and time(s) indicated for the use of the Applicant.

Term:

The term of the lease is for the following

Location(s) Boardmore Playhouse Cape Breton University

Time(s) _____

Date (s) _____

Location: The premises to be leased are described as follows:

Boardmore Theatre

(hereinafter known as the rental space)

Use:

The Applicant shall have the right to exclusively occupy and use the rental space during the lease term for the following purpose and no other:

_____ (hereinafter known as the event)

Rent:

The Applicant agrees to pay CBU as rent for the rental space a fixed rental fee of \$500.00 plus HST per day for the above term. The rent payment shall include use of the rental space and equipment and use of grand piano for the above term, routine janitorial services and utilities.

APPLICABLE CLAUSES

CLAUSE 1 _____ Banquet Services and Bar:

The Applicant agrees to pay CBU for all banquet and bar requirements during the rental period in addition to the rent for the rental space.

Note:

- A minimum of 50 people is required to confirm a served catered function before incurring extra staff charges of \$10 per hour, minimum of three hours.
- Menus and serving numbers must be decided upon no later than 14 days prior to arrival.
- Final charges will be based on the guaranteed number of guests in attendance.
- Portable Bar set up incurs a charge of no less than \$50.00 per event.

Deposit:

An advance payment of 50% (\$_____) is required for the reservation of the banquet and bar services and must be submitted with this agreement at least 30 days prior to the event in order for the agreement to be finalized. The deposit is non-refundable in case of cancellation by the Applicant thereafter

CLAUSE 2 _____ Residence Accommodation

CBU will block _____ number of rooms and hold them for the applicant until 30 days prior commencement of the lease term. Any rooms not guaranteed 30 days prior to arrival will be put back into general inventory.

Note:

- The applicant will provide CBU Conference Services with a complete rooming list 10 working days prior to arrival.
- One adult chaperon is required for every 10 students staying in residence.
- There will be no refunds for cancellations, no shows, late arrivals or early departures.

Deposit:

An advance payment of 50% (\$_____) is required for the reservation of the rental space and must be submitted with this agreement at least 30 days prior to the event in order for the agreement to be finalized. The deposit is non-refundable in case of cancellation by the Applicant thereafter.

CLAUSE 3 _____ Residence Catering

Groups in residence requiring food service may purchase a declining balance meal card plan.

Note: Meal card plans are non-refundable and may be purchased in any amount that is suitable for the group.

- HST is required to be paid on plans under 30 days in residence.
- An administration fee of \$10 per meal card will be required for residence accommodation during the summer residence rental period.
- Catering service is not available on weekends during the summer months from Mid May to Late August unless deemed special arrangements have been made between CBU and the Applicant.

1. Additional Costs

The rental payment for the rental space does not include costs for parking, equipment, audio and video services or audio/video technician services, which must be negotiated and paid to CBU separately. Additional services provided which exceeded the estimated costs will also be charged separately. Such additional costs will be included with and are due upon the Applicant receiving the final billing for the event. The following costs are not included in the rental fee:

Front of house staff (four people @ 4 hrs @ \$10.50 per hr.)

Note: At least one CBU usher must be used for each event.

Box Office staff (one person @ \$10.50 per hr.)

House Technician (\$20.00 per hr)

Piano Tuning

Ticket Printing (\$50.00 set up fee, 3% of gross box office sales, and \$.07 per ticket printed)

2. Ingress/Egress

All portions of the sidewalks, gates, doors, roadways, vestibules, and all ways of access to public utilities and other areas of the rental space shall be kept unobstructed by the Applicant and shall not be used for any purpose other than ingress or egress to and from the rental space by the Applicant.

3. Concessions and Vending

All rights to all food and drink concessions are reserved by CBU. The sale or distribution of alcohol on CBU premises is not permitted. A separate fee will be charged for vending activities requested by the Applicant.

4. Security

CBU assumes no responsibility whatsoever for any property placed in or stored in the rental space or elsewhere on CBU premises, and CBU is hereby expressly released and discharged from any and all liability for loss, injury and damages to person or property that may be sustained by reason of the occupancy and use of the rental space and CBU premises under this rental agreement or otherwise.

5. Abandoned Property

Unless special arrangements have been made between CBU and the Applicant any property left in or on the premises by the Applicant after the lease term expires shall be deemed abandoned and become the property of CBU to be disposed of or utilized at CBU's discretion.

6. Damage

The Applicant shall be liable for all damage to buildings, fields, property, grounds and equipment incident to the Applicant's use of the rental space and CBU premises. If CBU opts to do so, the parties shall conduct a joint walk through of the facility within 48 hours of the lease period expiring to assess any damage. The Applicant agrees to pay for all damage to the rental space and to CBU's property. (other than normal wear and tear) caused by the Applicant. Food

and drink are not allowed in the Boardmore Playhouse. The Applicant must police this or an additional clean-up charge of \$78.97, per occasion, will be levied. Payment is due upon receipt of the final billing for the event, which shall include any sums owing for damage.

7. Modifications

The Applicant shall make no temporary or permanent modifications to the rental space without the express written permission of CBU.

8. INSURANCE

- 1 The Applicant shall provide CBU with proof of insurance coverage to a minimum of \$2 million, which shall be maintained at all times. The insurance coverage shall include \$1 million Public Liability Insurance for injury and death; \$1 million Property Damage Insurance and . CBU shall be listed as an additional insured on all such coverage and shall contain the following clause:
Thirty (30) days written notice of cancellation or change, to be effective on receipt thereof, shall be given to the Cape Breton University.
- .2 Further it is required that the Applicant's:
 - (a) All-Risk Insurance Policy shall be endorsed to provide that:
 - (i) the Insurer waives the right of subrogation which may arise by reason of any payment under the policy against the University or its agents and/or employees;
 - (b) Comprehensive Public Liability Policy shall be endorsed to provide that:
 - (i) the Insurance deductibles, if any, shall not exceed ten thousand dollars (\$10,000) per occurrence, and shall be absorbed entirely by the Applicant with no contribution by the University;
- .3 Evidence of the required coverages obtained by the Applicant must be submitted to the CBU immediately upon award of the contract
- 4 The Applicant shall be responsible to pay any and all costs relating to such insurance, including any and all deductibles.

9. Loss of Facility

The Applicant hereby expressly waives any and all claims for compensation for any and all losses or damage sustained by reason of any defect, deficiency, failure or impairment of the water supply system, drainage system or electrical system leading to or on the rental space. In the event the rental space or any part thereof is damaged by fire or if for any other reason, including strikes, failures of utilities, or any act of God, which, in the judgment of CBU renders the fulfillment of this rental agreement by CBU impossible, the Applicant hereby expressly releases and discharges CBU and its agents from any and all demands, claims, actions and causes of actions arising out of the cancellation of this agreement.

10. Indemnification

The Applicant shall indemnify, defend and hold CBU, its governing board, officers, employees, volunteers, agents, students and representatives harmless from and against all claims, liability, loss and expense arising from this agreement or the subject matter of this agreement. This clause shall survive the termination of this agreement.

11. Safety Compliance

The Applicant shall use and occupy the rental space in a safe and careful manner and shall comply with all applicable municipal, provincial and federal laws, rules and regulations as prescribed by the fire and police departments and other governmental authorities, as well as applicable CBU policies that may be in force and effect during the lease period, and in particular room capacity limits set by the local Fire Marshall.

12. Cancellation or Postponement of Contract:

The Applicant agrees that cancellation or postponement of the event for which the facility is being rented, unless permitted by CBU, in writing, may be considered by CBU as breach of the original agreement of rental and all costs, advances, fees, charges and rents relating to such events shall be due upon demand by CBU from the Applicant.

13. Miscellaneous Application of CBU Policies

- A.** All matters not expressly authorized by this agreement shall be reserved in the discretion of CBU. The Applicant agrees to abide by all CBU policies applicable to its use of the rental space.
- B.** Correspondence and notices required to be exchanged between CBU and Applicant shall be delivered by fax, registered mail or in person to:

Boardmore Playhouse Manager
 PO Box 5300, 1250 Grand Lake Road, Sydney
 Nova Scotia B1P 6L2
 Phone: (902) 563-1351 Fax: (902) 563-1244
 Email: todd_hiscock@cbu.ca

Name of Applicant Contact: _____

Fax Number: _____

Mailing Address _____

14. Settlement

All amounts due to CBU under this agreement are due and payable upon receipt of invoice.

15. Other Provisions

This contract and any documents incorporated specifically by reference represent the entire agreement between the parties and suspends all prior oral or written statements or agreements.

This agreement may be amended only by written amendments duly executed by CBU and the Applicant, and may not be assigned by the Applicant without CBU's written approval.

It is agreed between the parties hereto that the place of this contract, its situs and forum, shall be Cape Breton County, in Sydney, Nova Scotia whether sounding in contract or tort relating to the validity, construction, interpretation and enforcement of this agreement, be determined.

In witness whereof, the parties hereby execute this agreement through the undersigned duly authorized representatives, this the day of _____, year_____.

CBU

Applicant

Signature

Signature

Printed Name

Printed Name