

GENERAL TERMS AND CONDITIONS

1. **Temporary License.** The Licensee is granted a temporary license to use and occupy the designated space within the Facility set forth above (the “**Designated Space**”) during the times and days set forth above only for the permitted use set forth above, and not for any other purpose whatsoever.
2. **No Assignment or Sublicensing.** The Licensee agrees that the temporary license granted herein is not transferable, and assignment of this Contract or sub-licensing of the Designated Space is not permitted.
3. **Eligibility of Licensee.** The Licensee must be an individual or a properly constituted organization, company or legal entity, capable of accepting responsibility for the conduct of each individual, registered or non-registered, that attends or participates in the Licensee’s event(s) or activity(ies) at the Designated Space, including any participant, spectator, parent/guardian, supervisor, volunteer, or staff in attendance at the Facility, and all obligations, financial or otherwise, under this Contract. If an individual, the Licensee must be at least 19 years old. The Licensor reserves the right to request proof of age before granting a temporary license to use the Designated Space in accordance with this Contract.
4. **Fees.** The Licensee agrees to pay all fees payable under this Contract when due upon demand. In addition to the fees set forth above, the Licensee will pay to the Licensor the following fees and costs as determined by the Licensor: (a) rental fees; (b) processing fees; (c) administrative fees, cancellation fees and alteration fees; (d) equipment fees; (e) costs for clean-up of the Designated Space; (f) costs for security services including opening and closing of the Facilities; (g) costs associated with damage to the Facility and/or equipment; (h) applicable taxes on all such amounts; and (i) such other extra fees and costs contemplated in this Contract.
5. **Cancellation or Amendment Request by Licensee.**
 - (a) **Cancellation.** The Licensee will notify the Licensor, in writing, of any cancellation of a booking under this Contract no later than forty-eight (48) business hours in advance of such booking, and, upon such notification: (i) an administrative fee and/or cancellation fee will be charged; and (ii) a credit or refund will be issued for the balance of the fee payable under this Contract. Failure to meet the notification period will result in the Licensee being charged the full cost of the fees payable under this Contract, and/or future booking privileges may be revoked.
 - (b) **Amendment.** The Licensee will notify the Licensor, in writing, of any requested amendment to a booking under this Contract (including, without limitation, any changes to or extensions of the date(s) or time(s)) no later than forty-eight (48) business hours in advance of the date that the Designated Space is booked for use by the Licensee pursuant to this Contract. No changes will be made to a booking under this Contract unless authorized by the Licensor in writing, and, upon such approval, an administrative fee in the amount of \$25.00 plus applicable taxes will be charged for each change to a booking under this Contract.

6. **Licensor's Right to Cancel and Terminate.**

- (a) **Cancellation or Termination.** The Licensor reserves the right, in its sole, absolute and unfettered discretion, to cancel any booking under this Contract, and/or to terminate this Contract at any time for any reason whatsoever, without liability and with or without cause, and in such event no claim may be made by the Licensee against the Licensor for damages or reimbursement on account of any loss, damage or expenses whatsoever in respect of any such cancellation and/or termination. In the event of cancellation or termination by the Licensor pursuant to this Section 6(a), the Licensor will issue a full refund less any non-refundable administrative and processing fees to the Licensee.
- (b) **Licensor Use.** Without limiting the generality of the foregoing, the Licensor has the right to cancel any booking under this Contract, at any time, if the Designated Space is required for school or Licensor functions. In such case, provision of an alternate space is NOT guaranteed.
- (c) **Breach by Licensee.** In the event the Licensor cancels a booking under this Contract and/or terminates this Contract due to a breach of any term or condition of this Contract by the Licensee, any fees paid pursuant to this Contract will be non-refundable and absolutely forfeited to the Licensor, and, in addition to any other rights or remedies available to it, the Licensor reserves the right, in its sole, absolute and unfettered discretion, to suspend or prohibit the approval of any future licenses of space to the Licensee.

7. **Indemnification.** The Licensee will indemnify, defend and hold harmless the Licensor and the Licensor's elected officials, officers, employees, servants, agents, contractors and volunteers from and against any and all losses, liabilities, claims, damages, expenses or costs (including legal costs on a solicitor client basis) arising out of, or in any way relating to: (a) any breach or non-performance by the Licensee of any representation, warranty, covenant or other provision of this Contract, or (b) the use and/or occupation of the Facility, the Designated Space or any other property belonging to the Licensor by the Licensee or any of the Licensee's directors, officers, employees, servants, agents, contractors, volunteers, attendees, or anyone else for whose actions the Licensee is legally responsible. This indemnity will survive the expiration or earlier termination of this Contract.

8. **Insurance.**

- (a) **Personal Property Insurance.** The Licensee is responsible for obtaining its own property insurance to protect personal property of the Licensee or that of its directors, officers, employees, servants, staff, clients, contractors, volunteers, invitees and agents located on or in the Facility. The Licensee will waive all rights of subrogation or recourse against the Licensor.
- (b) **Commercial General Liability Insurance.** The Licensee must, without limiting the Licensee's obligation or liabilities and at the Licensee's own expense, purchase and maintain throughout the term of this Contract with insurers licensed in British Columbia Commercial General Liability in an amount not less than \$5,000,000.00 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Contract and this insurance must: (i) include the Licensor and its elected officials, officers, employees, contractors, servants and agents as additional insureds with respect to liability arising out of the Licensee's use, occupancy, operations, acts or omissions in connection with the Facility or this Contract; (ii) be endorsed to provide the Licensor with 30 days advance written notice of cancellation or material change; (iii) be

primary and non-contributory with respect to any insurance maintained by the Licensor; and (iv) include a cross liability clause.

- (c) **Primary Insurance.** All insurance under this Section 8 must be primary and not require the sharing of any loss by any insurer of the Licensor.
 - (d) **Certificate of Insurance.** The Licensee must provide the Licensor with evidence of all required insurance in the form of a completed Certificate of Insurance ten (10) business days prior to commencement of the booking under this Contract. Notwithstanding the foregoing, if requested by the Licensor at any time, the Licensee must provide to the Licensor with certified copies of the required insurance policies.
 - (e) **Release.** The Licensee hereby releases the Licensor and its elected officials, officers, employees, staff, contractors, servants and agents, whether or not the Licensor and its elected officials, officers, employees, staff, contractors, servants and agents have been negligent, from any and all liability for loss or damage caused by any of the perils against which the Licensee will have insured or is obligated to insure pursuant to the terms of this Contract or any applicable law, the intent being that the Licensee's policies of insurance will contain a waiver of subrogation in favour of the Licensor. This Section 8(e) will survive the expiration or earlier termination of this Contract.
9. **Responsibility for Damages to Facility.** The Licensee is responsible for any and all damage to the Licensor's premises and property (including, without limitation, all rented equipment) arising out of the use or occupation of the Designated Space. The Licensee will pay the Licensor forthwith for the costs of any repairs or replacements of the Licensor's premises or property (including, without limitation, all rented equipment) required as a result of such use. This Section 9 will survive the expiration or earlier termination of this Contract.
10. **No Equipment.** The Licensee acknowledges and agrees that no equipment will be included in the booking under this Contract and the use of any of the Licensor's equipment will be arranged with the Licensor's Facilities Rental Department at an additional cost to the Licensor. Notwithstanding the foregoing, the Licensee may bring its own equipment for use in the Designated Space, provided that such equipment has been approved by the Licensor's Facilities Rental Department in advance.
11. **No Representations or Warranties.** The Licensee agrees that there is no representation or warranty, expressed or implied, on the part of the Licensor as to the suitability, condition or services of the Designated Space or the Facility, and that the Licensee accepts the Designated Space on an "as is, where is" basis and at its own risk.
12. **Damage or Lost Property.** The Licensor will not accept any responsibility for any equipment, supplies or other personal property of any description of the Licensee or its attendees left, lost or damaged in any Facility. The Licensee will remove all of its equipment, supplies or other personal property at the conclusion of each booking under this Contract. In addition to the foregoing, the Licensor is not responsible for damage to or theft of vehicles or vehicle contents located on the Licensor's property at any time whatsoever. This Section 12 will survive the expiration or earlier termination of this Contract.
13. **Condition Upon Departure.** The Licensee will leave the Designated Space in the exact same condition as found upon arrival.
14. **No Cooking.** The Licensee will not use the Designated Space for any cooking or food preparation unless the Licensor gives prior written approval and the Licensee complies with all applicable laws

- in connection with such use. The Licensee acknowledges and agrees that the Licensor may charge additional fees for cooking or food preparation in the Designated Space.
15. **Communication.** The Licensee acknowledges and agrees that all communications with respect to this Contract and the booking of the Designated Space under this Contract will be done through the Licensor's Facility Rental Department and not through the administration of the school in which the Designated Space is located.
 16. **Directions from Licensor.** The Licensee acknowledges and agrees that it will comply with and obey all reasonable directions from the Licensor and the Licensor's employee in charge of the Facility.
 17. **Advertising.** The Licensee acknowledges and agrees that any advertising by the Licensee relating to the Designated Space or any booking under this Contract will include express language stating the rental and use of the Designated Space does not constitute support for the Licensee's program by the Licensor. Without limiting the generality of the foregoing, the Licensee acknowledges and agrees that any advertisement and promotion materials, if any, pertaining to a booking under this Contract or use of the Facility, must be provided to, and approved by, the Licensor's Facility Rental Department prior to distribution. Promotions and advertising distributed by the Licensee will not be presented in such a way that the Licensor is seen to endorse or be connected to the Licensee or the specific activities of the bookings under this Contract. No advertising in connection with a booking under this Contract will be displayed on the Licensor's property, unless otherwise approved in writing by the Licensor's Facility Rental Department.
 18. **Media and Privacy.** The Licensee acknowledges and agrees that no photos or video footage in which students or the Licensor's staff appear may be taken. The Licensee will not set up video surveillance equipment that may record images or sound other than the direct images or sounds of their booked activity or event, without the prior written consent of the Licensor.
 19. **Seating Capacity.** The Licensee will ensure that the seating capacity of the Designated Space will not be exceeded during the duration of the Licensee's booking under this Contract.
 20. **Exits and Props.** The Licensee will not block corridors, stairwells or exits in the Designated Space at any time whatsoever and the Licensee will ensure that all corridors, stairwells and exits in the Designated Space are kept clear at all times. The Licensee will not use any props or other similar equipment in the Designated Space other than fire proof props and equipment. For greater certainty, the use of candles, open flames or any other smoke generating device on or in the Facility is strictly forbidden.
 21. **Security.** The Licensor reserves the right to request security be present during a booking under this Contract at the sole cost to the Licensee. If requested by the Licensor, the Licensee shall deliver to the Licensor a security plan with respect to the Licensee's use of the Designated Space for the permitted use under this Contract (the "**Security Plan**") for approval by the Licensor, which approval will not be unreasonably withheld. If such Security Plan is not delivered to the Licensor at least five (5) business days prior to the date of the Licensee's proposed use of the Designated Space or if such Security Plan is not approved by the Licensor, then the Licensor may terminate this Contract without liability, and in such event no claim may be made by the Licensee against the Licensor for damages or reimbursement on account of any loss, damage or expenses whatsoever in respect of any such termination.

22. **Abuse of Privileges.**

- (a) **Abusive Behaviour.** The Licensee acknowledges and agrees that acts of verbal, physical or emotional abuse by the Licensee or any its attendees will not be tolerated. Where acts of abusive behavior occur, all rights of the Licensee under this Contract will terminate immediately and the Licensor will be entitled to retain all fees paid or payable under this Contract.
- (b) **Detrimental Event.** The Licensor reserves the right to interrupt or terminate a booking under this Contract if, in the Licensor's opinion, the activity or event taking place in the Designated Space, in whole or in part, is obscene, slanderous, libelous, racist, contrary to the spirit and intent of the *Canadian Charter of Rights and Freedoms* and/or the Licensor's policies and administrative procedures, or may reasonably cause a conflict between groups, or is otherwise improper or is detrimental to the Licensor, and on the exercise of such discretion all rights of the Licensee under this Contract will terminate immediately and the Licensor will be entitled to retain all fees paid or payable under this Contract.

23. **Compliance.**

- (a) **Laws.** The Licensee will comply, at its expense, with all applicable federal, provincial, territorial, and municipal laws, bylaws and regulations applicable to its use of the Designated Space, including, without limitation, all laws and regulations regarding fire and occupational health and safety.
- (b) **Licenses.** The Licensee will maintain all required regulatory licenses and certificates in relation to its activities in the Designated Space in good standing.
- (c) **Policies.** The Licensee hereby agrees that it will abide by (and will cause its attendees to abide by, as applicable) all applicable policies and administrative procedures of the Licensor, as amended from time to time, including, but not limited to, Administrative Procedure 550 (Use of Facilities, Grounds and Equipment) and Administrative Procedure 553 (Community and Commercial Use of Facilities and Grounds), as may be amended from time to time.
- (d) **No Smoking, Drinking or Vaping.** Smoking and vaping, and use or consumption of cannabis, alcohol or illegal drugs is strictly prohibited on all property of the Licensor. The Licensee will use best efforts to ensure that there is no smoking or vaping, or use or consumption of cannabis, alcohol or illegal drugs on or in the Facility by the Licensee or any attendee. If any such activities persist, the booking under this Contract will be cancelled immediately, and this Contract will be terminated without liability to the Licensee.
- (e) **Rules and Regulations.** The Licensee will comply with all rules and regulations made by the Licensor from time to time, and as amended from time to time, relating to the Facility, the Designated Space or the use thereof.
- (f) **Communicable Disease Prevention Plan.** The Licensee acknowledges that the Licensor has issued a Communicable Disease Prevention Plan. The Licensee will, and will cause its attendees to, read the Licensor's Communicable Disease Prevention Plan prior to making use of the Designated Space and the Licensee will, and will cause its attendees to,

comply with the Licensor's Communicable Disease Prevention Plan, as amended from time to time.

24. **Governing Law.** This Contract will be governed by, and construed in accordance with, the laws of the Province of British Columbia and the federal laws of Canada applicable therein. The parties hereby irrevocably attorn to the jurisdiction of the courts of the Province of British Columbia.
25. **Enurement.** This Contract is binding upon and enures to the benefit of the Licensee and the Licensor and their respective heirs, executors, administrators, successors and permitted assigns.
26. **Amendments and Modifications.** Other than as expressly set out herein, no amendment, modification or supplement to this Contract will be effective unless it is in writing and signed by the Licensor and the Licensee.
27. **Severability.** If any term or provision of this Contract is held invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Contract or invalidate or render unenforceable such term or provision in any other jurisdiction.
28. **No Waiver.** No waiver by the Licensor of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Licensor. Except as otherwise set forth in this Contract, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Contract will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
29. **Counterparts and Electronic Signature.** Contract may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same agreement. Contract may be signed electronically and may be delivered by email (including, without limitation, in portable document format (PDF)) or other electronic transmission, and the parties may rely upon such electronic signatures as though they were original signatures.