

TERMS AND CONDITIONS FOR USE OF FACILITIES

1. The main floor MPR rooms and fourth floor board room (hereinafter referred to as “The Facilities”) are provided on an “as is” basis for the purpose of hosting functions taking place in the facilities (hereinafter referred to as the “Event”) which shall be organized and managed exclusively by the person/corporation which booked the room, i.e. the Client, Tenant or U of M staff (hereinafter referred to as “User”).
2. The User shall not use the Facilities in a manner which interferes with the educational, research and other activities of the University. The Event shall not be of a nature which, in the reasonable opinion of the University, would bring the reputation of the University into disrepute.
3. Following completion of the Event, the User agrees to immediately restore, at its sole expense, the Facilities to its condition at the commencement of the Event; normal wear and tear, as reasonably determined by the University, excepted. The User is responsible for any damage to the Facilities in the course of the Event, caused by the User or any person who attends on the Facilities with the express or implied permission of the User. The User will be invoiced for any damage or clean-up costs (minimum \$200) incurred by the University following the Event.
4. If the Event will occur outside of normal business hours, (Monday to Friday, 8:30 a.m. – 4:30 p.m.) the User shall arrange with the *Partnerships & Innovation* (phone: 204-474-6200; email: sih@umanitoba.ca) to collect and return the access key card at room 410, Smartpark Innovation Hub, 100 Innovation Drive.
5. The User shall be solely responsible for ensuring compliance with *The Liquor Control Act* and regulations, and with all requirements of the Liquor, Gaming, and Cannabis Authority of Manitoba (the “LGCA”).
6. The sale and service of alcoholic beverages may be managed by the Smartpark Innovation Hub food service provider if food is being ordered through this food service provider. Alternatively, the sale and service of alcoholic beverages may be managed by another food service provider as may be arranged by the User provided that such food service provider is licensed by the LGCA to serve alcohol at the Event. The User may also apply to the LGCA for an “occasional permit” to provide complementary alcohol to certain guests, in which case the User must make such arrangements through the Director of Smartpark at least 15 business days prior to the Event on the Occasional Permit Approval form. The University makes no representation as to whether an “occasional permit” will be available.
7. During its use of the Facilities, the User shall take reasonable precautions to ensure the safety and security of all persons who may enter the Facilities or be otherwise affected by the Event.
8. The User hereby agrees that the University, and its employees, officers, agents, and contractors shall not be liable for any injury (including death), loss or damage to the person or Facilities of the User or any employee, officer, member, agent, or contractor of the User, resulting from, or in any way attributable to the User’s use of the Facilities hereunder, even where such injury, loss or damage is the result of a negligent act or omission of the University, or its employees, officers, agents, or contractors. Notwithstanding, the University shall still be liable for any intentional misconduct on its behalf, or on behalf of its employees and officers.
9. The User shall at all times indemnify, defend, and hold harmless the University, its employees, officers, agents, and contractors from every claim, demand, cost, expense, injury (including death), loss, or damage in any manner based upon, arising during, occasioned by, resulting from, or in any way attributable to the User’s use of the Facilities hereunder.
10. The User shall take out and keep in full force and effect throughout the User’s use of the Facilities, comprehensive general liability insurance in the amount of \$5,000,000.00 against bodily injury (including death) and Facilities damage on terms and in an amount satisfactory to the University. Where requested, the University shall be named as an additional insured on this policy but only with respect to claims arising out of the Event.
11. Where requested by the University, the User shall deliver to the University a copy of a satisfactory Certificate of Insurance, at least 15 business days in advance of the commencement of the Event.
12. Neither party shall be liable for failure to fulfill obligations under these Terms and Conditions, where such failure results from strikes or work stoppages, legal restrictions, weather, fire, natural disasters, or any other unavoidable occurrence.
13. Any term of these Terms and Conditions which, by its nature, extends beyond expiration or termination will remain in effect until fulfilled.

14. These terms and conditions may not be assigned by the User without the written consent of the University. No sub-letting of the Facilities is permitted without the written consent of the University.

15. The User will comply with all:

- (a) federal, provincial and municipal laws, including all applicable fire codes and capacity ratings;
- (b) reasonable rules or requests of the University with regard to the Event; and
- (c) relevant policies, by-laws and regulations of the University, which are available for review on the University's website.

16. Upon reasonable notice to the User, the University has the right to relocate the Event to alternate facilities in Smartpark.

I agree to the terms and conditions for use of facilities.