

EVENT CONTRACT AND RENTAL AGREEMENT

BY AND BETWEEN:

STUDENTS' SOCIETY OF MCGILL UNIVERSITY;
(hereinafter called "**SSMU**")

AND:

[as stated above];
(hereinafter called the "**Renter**")

WHEREAS:

A. Whereas SSMU provides third parties with premises (the "**Rental Space**") located in the building bearing civic address 3480 McTavish Street (S1), Montreal, Quebec H3A 0E7 and known as "Gerts" (the "**Building**");

B. Whereas the Renter seeks to rent the Rental Space more fully described in this Event Contract and Rental Agreement (the "**Agreement**");

C. Whereas SSMU is prepared to rent the Rental Space to the Renter, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. General Terms and Conditions

1.1 The Renter shall rent the space (the "**Rental Space**") for the term (the "**Term**") and in consideration of the rent (the "**Rent**") plus applicable sales taxes, as such Rental Space, Term and Rent are more fully described in the reservation request submitted to the SSMU by the Renter on or before the date hereof and bearing the reservation number issued to the Renter by the SSMU [**as set forth above**].

1.2. The Renter declares it has the power and capacity to enter into the Agreement. It will uphold and abide by the contents of this Agreement.

1.3 The Renter agrees:

a) that the Renter will use the Rental Space with prudence and diligence at all times;

b) to provide a detailed list of activities (ie. bar crawls, Frosh, etc.) that must be approved by the Director of Operations;

c) that the Renter will return the Rental Space in the condition in which it was received;

d) to abide by the SSMU bylaws for all matters related to the event. The SSMU by-laws can be found at:

<http://ssmu.mcgill.ca/about-us/who-we-are/constitution-internal-regulations-policies/>, and are deemed to form an integral part of this Agreement.

e) that Gerts Bar retains all bar sales.

1.4. This Agreement cannot be renewed. Should the Renter require the Rental Space following the expiry of the Term, the Renter agrees a new Agreement must be negotiated, agreed upon and signed by the parties.

1.5. SSMU reserves the right to terminate this Agreement immediately, upon written notice to the Renter, and without any obligation to return any portion of the Rent received by SSMU, upon the occurrence of, amongst others:

a) an event of nonpayment by the Renter;

b) the Renter participating in or initiating conduct deemed disorderly at the sole discretion of SSMU;

c) the Renter uses the Rental Space for purposes other than those designated in the Agreement;

d) the Renter fails to comply with all requirements of all applicable laws and regulations (including SSMU bylaws and SSMU Events Regulations referred to in the Agreement);

e) the Renter causes damage to the Rental Space;

f) the Renter breaches the terms and conditions of the Agreement.

1.6. SSMU reserves the right to require the Renter to vacate the Rental Space upon termination of the Agreement. Failure to vacate as of the time of termination will result in a \$180.00 per hour fine to the Renter.

1.7. SSMU reserves the right to free access to the Rental Space at all times and for any reason during the Term.

1.8. All SSMU staff scheduled for the event shall leave after the last guest in the Building. Any overtime hours that result, shall be at the expense of the Renter, and shall be included in the final invoice.

1.9. The Renter agrees to respect Gerts operating hours:

The regular hours of operation of Gerts is from 11:00am to 12:00am, Monday and Tuesday and from 11:00am to 2:00am Wednesday to Friday.

- On Saturday, Sunday, Statutory holidays and any other holidays so designated in the McGill calendar, Gerts will normally be considered closed to public access.
- In the event of utility failure or incident that affects the safety and security of the building and/or its occupants, Gerts may be closed with little or no notification.
- Events booked outside the normal operating hours may be subject to additional charges, including, but not limited to security, porters' overtime, and cleaning fees.
- Last call is 30 minutes before the bar closes.

1.10. The Renter declares that the Rental Space will be used for the group and the event described in the Agreement. The Renter will also be held responsible for any and all actions perpetrated by additional groups using the Rental Space during the term of the Agreement. Any incidents that occur may be used as grounds to refuse booking privileges to the Renter for future bookings.

1.11. This Agreement does not create a relationship of partnership, joint venturers or other business associate type of relationship between SSMU and the Renter.

1.12. The Renter agrees to provide all information (contact information, service provided, and hours of service) regarding external services needed for the event to occur.

1.13. All materials using the SSMU name and/or logo must be reviewed and consented to by SSMU, in its sole discretion.

1.14. SSMU may advertise and/or promote its services using the Renter's name or logo.

1.15. The Renter understands that all bookings for the Rental Space are "AS IS". No special equipment/tables/services/set-up will be provided unless specified in the "Booking Request" at the time of booking. Any changes to the booking request must be made at least fourteen (14) working days prior to the event date. SSMU cannot guarantee services/equipment for changes made after this date, if we can accommodate your request, additional charges may apply.

1.16. SSMU reserves the right to refuse access and remove any third parties at its discretion.

1.17. This Agreement shall not be transferred, assigned or subleased by the Renter, whether in whole or in part, to a third party. The Rental Space may only be used by the individual or group which reserved it (including invited guests). It is prohibited to transfer a reservation to another individual or group without prior notice to, and written authorization and signature(s) of the Director of Operations and General Manager.

1.18. The Renter agrees to provide a detailed list of activities that will take place during the Event; such activities must be approved by the Director of Operations.

2. Liability

2.1. The Renter agrees to indemnify SSMU for the consequences of any breach by the Renter of the terms and conditions of the Agreement.

2.2. The Renter agrees to release, indemnify and hold SSMU (including its members, officers and executives) harmless, from and against any liabilities, costs, penalties, claims, damage or expenses resulting from:

a) losses suffered by the Renter and relating, directly or indirectly, to the Rental Space or the event held by the Renter therein;

b) injury or death caused to persons or property located within McGill University (including, without limitation, any buildings occupied by McGill University that may be "off-campus");

c) any loss, theft or damage to the Renter's or any third party's property;

d) any losses resulting from any repairs made within or in the vicinity of McGill University (including, without limitation, any buildings occupied by McGill University that may be “off-campus”);

e) nuisance to other occupants of the Building.

2.3. The Renter agrees to reimburse SSMU for any damages or losses caused to its property during the event, including but not limited to audio visual equipment, furniture or any other item.

2.4. If the Renter causes damage to the Rental Space or causes the Rental Space to be inaccessible after the Term, SSMU shall charge the Renter for each day (at a rate equal to the full rental cost in addition to any cleaning, material costs) until the Rental Space becomes suitable for use once more, at the sole discretion of SSMU.

2.5. The Renter shall, within twenty-four (24) hours from receipt of written notice from SSMU, provide SSMU with proof of comprehensive general liability insurance held by the Renter in an amount indicated by SSMU in said notice, with SSMU, its members, officers and executives, being additional insureds therein, and with a waiver of subrogation in favour of SSMU, its members, officers and executives, as well as a cross-liability and severability of interests clause. In all circumstances, the Renter’s insurance shall be primary.

3. Conduct

3.1. Absolutely no drug use or smoking of any kind will be tolerated on the Rental Space or within 25 feet of the Building, nor shall loitering or congregating outside on the sidewalk outside of the Building at any time be tolerated.

3.2. Disparaging remarks or any type of physical violence will not be tolerated and will be cause for immediate expulsion. Renter and guests shall use the Rental Space in a considerate manner at all times.

3.3. Conduct deemed disorderly at the sole discretion of SSMU’s staff shall be grounds for immediate expulsion from the Rental Space and conclusion of the rental period. In such cases no refund of the Rent and any other amounts paid by the Renter shall be made.

3.4. If for any reason, security agents have to be assigned to the event and this was not established in the contract or they have to stay beyond the estimated hours (in their sole reasonable opinion), the Renter agrees to cover the cost of the security agents.

4. Payment and Deposit

4.1. The Renter will be responsible for the arrangement and payment of services mentioned in this Agreement.

4.2. A deposit representing 50% of Rent and all other amounts payable by the Renter as established or estimated in this Agreement must be paid 30 days in advance from the date of the event. If payment is made by cheque, the Agreement shall be subject to termination if the cheque cannot be processed. No terms are implied or granted and no work will be allowed to commence until payment is received. The balance of the Rent and all other amounts owing by the Renter shall be paid upon receipt of final invoice.

4.3. The methods of payment accepted by SSMU are: VISA, MasterCard, and Cheque. Some forms of payment may be subject to additional fees. Payment can be made over the phone (514-398-6808 or 514-398-6805) with the reservation number as a reference or directly at SSMU's front desk located at 3600 McTavish Street, Suite 1200, Montreal, Quebec H3A 0E7.

4.4. All payments should be made out to “**Students’ Society of McGill University**”.

4.5. The Renter shall not be entitled to a reduction in amounts owing to SSMU under any circumstance including, but not limited to, a reduction or non-payment of amounts owing to SSMU because of renovations, acts of God, force majeure, strikes, lockouts and other labour disputes, etc.

5. Cancellation Policy

5.1. In the event of cancellation, a written cancellation must be provided to SSMU by email (eventsadmin@ssmu.ca) or in writing and delivered to 3600 McTavish Street, Suite 1200, Montreal, Quebec H3A 0E7.

5.2. Cancellation fees will be applied as follows

Cancellation Received (Business Days)	Fees
20 or more days	No fees applied
10-19 days	\$50.00 administrative fee
0-9 days	100% of the cost estimated in the Agreement will be applied

5.3. No-Show fees will be applied as follows: if you are a club, service or ISG, or you receive a special rate for your reservation, a \$25 fee will apply if you do not use your room or cancel your reservation within 48 hours.

5.4. SSMU reserves the right to cancel a booking or terminate this Agreement, however:

- a) SSMU will not exercise its right to cancel a booking in an unreasonable manner and will provide as much notice to the Renter as possible;
- b) SSMU will cancel only if it is unable to uphold up its obligations for reasons including but not limited to emergency conditions, strike and labor disputes, acts of God, force majeure.

6. Food and Beverages

6.1. All catering services are to be provided through SSMU. If SSMU food services are unable to provide the requested services, the Renter may arrange catering through SSMU’s preferred external caterers. SSMU’s recommended caterers have experience working at McGill University and are familiar with its regulations, policies, and procedures. Use of caterers not on SSMU’s recommended list will result in an increased deposit and fee.

6.2. *Insurance/credit card*—all caterers working at the University Centre are required to have a valid certificate of insurance and a credit card on file with SSMU. If this information is not provided, it shall be assumed that the Renter will assume any associated charges. Caterers must remove and collect all trash, including sorted recyclables and properly sorted compostables. Failure to remove or clean will result in additional fees to the caterer and will be charged to the caterer’s credit card on file or the final invoice of the Renter.

6.3. If the Renter wants to serve and/or sell food at the Event, the Renter must ensure that the Event complies with the SSMU's policies on Sale or Service of Food (as seen on the '*Self-Catered Event Waiver Form*')

6.4. If the Renter chooses to forego all catering services and bring their own food they will pay a cleaning, and disposal and processing fee. The renter must also complete the Self-Catered Events form and complete the permit application with The Ministère de l'Agriculture, des Pêcheries et de l'Alimentation du Québec (MAPAQ) twenty (20) days prior to the date of the event. The fee is applicable for any food or drink in any quantity (e.g. coffee, bags of chips, juice boxes, pizza, samosas). If the Renter fails to declare that they will be serving their own foods or drinks, the fee will be applied retrospectively and any future booking of SSMU space may be suspended. Please note that this does not include personal lunches.

6.5. If the Renter fails to secure any required permits, the Renter will not be allowed to self-cater the Event.

6.6. All applicable waivers and permits must be posted and visible onsite during the Event.

6.7. No open flames are allowed anywhere in the Building. Use of burners, candles, incense, etc., may trigger the alarm and prompt for evacuation. security

6.8. The Renter agrees to assume the fine from the City of Montreal (in case of a false alarm) if clause 6.3 is disregarded during the event.

6.9. No cooking or food preparation is permitted anywhere except for designated kitchen areas.

6.10. Any and all events requiring alcohol must retain the services of SSMU. The Renter must make a request to have alcohol service no later than fourteen (14) working days prior to the event.

6.11. It is mandatory for the Renter to hire SSMU security guards if alcohol will be served, unless otherwise agreed upon and at the discretion of SSMU.

6.12. Security must be present from commencement up to one hour following the event and must be provided an on-site contact person to liaise with during the event.

6.13. The security guard has the authority to adjust or cancel the event should it deem necessary. Alcoholic beverages must not be removed from the designated Rental Space, unless otherwise agreed upon and at the discretion of SSMU. Alcohol may be served until 1:30 AM.

6.14. The Renter agrees to abide by the provincial regulations regarding alcohol and tobacco use, including but not limited to:

a) refraining from bringing outside alcohol into the Building. Only alcohol purchased at the bar may be consumed in the bar;

b) no alcohol consumption will be tolerated in corridors, stairs, entries or surrounding areas of it, it is to remain in the bar;

c) no underage participants will be admitted into event spaces offering alcohol and/or inside Gerts. Only those of legal drinking age (**18**) will be granted admission to Gerts Bar;

d) valid photo ID must be presented upon request and must be kept on you at all times. SSMU reserves the right to deny access to any person(s) who fail to meet this condition;

e) no gambling or drinking games are permitted anywhere in or surrounding the Building.

6.15. The Renter agrees to verify beforehand the consumption of food or beverages during the event. Be advised that you will be invoiced for the full amount of the cleaning and disposal fee, should you fail to notify the events administrator(s) and external food be found at your event.

6.16. In accordance with environmental and sustainability measures being implemented by SSMU, no plastic water bottles will be permitted in the Building.

7. Delivery / Loading and Storage

7.1. SSMU is not responsible for checking in or handling any items brought into the Rental Space by the Renter or rental companies. All external items must be checked in and signed for by the Renter or the Renter's representative.

7.2. SSMU must be advised in advance in regards to and delivery for the event. All load-ins and load-outs must take place within the designated time frame and delivery zone determined by SSMU.

7.3. All excess material (such as bubble wrap, boxes, hangers, plastic, etc.) created by deliveries must be removed and disposed of by the delivery company, Renter, or Renter's representative. If not properly disposed, any costs associated with disposal may be applied to the final invoice of the Renter.

7.4. Limited storage is available upon request. Storage fees will be applied to any items left overnight or beyond normal delivery times. This also applies to items left post event for shipment out via courier (note: it is not the responsibility of SSMU to ensure that pick-ups are scheduled and executed.)

7.5. If there is anything left and not claimed twenty-four (24) hours post event, then SSMU will dispose of it, and any costs associated with disposal may be added to the final invoice of the Agreement.

8. Music / Sound

8.1. The Renter agrees to provide its own technician should it have bands or other types of live music, and accepts responsibility for loss, theft, or damage of any of SSMU's equipment or Gerts sound equipment. The Renter must ensure that any equipment used or moved during the course of the event be returned to its original location and correctly plugged back in. Failure to do so may result in additional fees being billed to the group;

8.2. Limited sound equipment is available for use by groups booking Gerts Bar and must be arranged with the Gerts Bar Operations Manager prior to the event. It is the responsibility of the Renter to ensure that any additional equipment needed be arranged and obtained prior to the event.

8.3. The Renter agrees to set-up and operate any audio visual material used during the course of their event;

8.4. In the event that Renter's event creates a disturbance due to high noise level, SSMU's onsite manager has full authority to ask the Renter, DJ or live music presenter to turn the entertainment down and/or off. If repeated disturbances are created, the Renter and its guests may be expelled from the Rental Space or the offending noise

may be ended at the discretion of SSMU. In the event of disturbances to the point of expulsion, no portion of the event costs will be refunded to Renter.

9. Lost and Found

9.1. SSMU takes no responsibility for personal effects and possessions left on the Rental Space prior, during or after any event. SSMU does maintain a lost and found and will hold recovered items for a period determined reasonable by SSMU. It will remain the responsibility of the Renter to contact the lost and found department to attempt to recover any items.

10. Capacity and Decorations

10.1. The capacity of the Rental Space (**250**) is to be respected during the event. SSMU reserves the right to operate crowd control and to verify the compliance of this condition during the event without prior notice. Charges post-event may apply if crowd control was necessary.

10.2. Blocking of entrances and staircases by guests, event organizers or furniture are prohibited. All emergency exits must remain clear at all times.

10.3. All decorations must be taken down once the event is over. If there is anything left and SSMU has to clean it out or clear it out, then cleaning charges will apply.

10.4. The Renter agrees to return all components of the reserved area(s) to their original condition after the event:

a) SSMU reserves the right to apply cleaning charges post-event if it is deemed necessary,

b) SSMU reserves the right to charge cleaning services if an event happens on any given Sunday, holiday or during the summer.

10.5. No signs or posters are to be taped or tacked onto walls, stairways or any painted surfaces. Please verify if your decorations are compliant with SSMU Events Regulations before attempting any installation

10.6. The use of smoke machines, paint, permanent markers, powders, liquids, candles, etc. is strictly forbidden. Organizers will be charged for damages related to the use of such products.

11. Sponsorship

11.1. Any promotional materials including third party sponsorship employed must be approved by SSMU before they are posted or allowed to occupy space within the University Centre. All advertising and event promotions are the responsibility of the event organizer(s). All promotional materials (posters, flyers, online ads, etc) must be approved by the Director of Operations prior to distribution. Facebook and other social media campaigns must be submitted to, and approved by the Director of Operations before distribution. Failure to obtain approval may result in the cancellation of the event.

11.2. The Renter must inform the Director of Operations of any sponsorship for an event by an external company or organization.

11.3. Sponsorship and advertising rates are negotiated on an individual basis with the Director of Operations and approved by the SSMU General Manager.

11.4. It is the responsibility of the event organizers to respect any regulations governing the distribution of advertising material on the McGill University campus and in McGill University buildings, as well as any applicable laws of the City of Montreal.

12. External Guests & Visitors

12.1. It is the responsibility of the event organizer to complete the Guest Speakers waiver form and return to the Events Administrator within three (3) day of the space request (this includes comedians, poets, artists, musicians etc.)

12.2. Security may be added to your reservation at the discretion of the Director of Operations and Head of Security if deemed necessary. Fees may apply.

13. Parking

13.1 Parking is limited, however permits may be available upon request and may be subject to an additional fee.

13.2 Vehicles should not be parked overnight unless authorized by SSMU.

13.3 SSMU assumes no responsibility for loss or damage to vehicles or their contents, however caused, while on McGill Campus and/or SSMU property. All vehicles should be securely locked.

13.4 No vehicle shall be parked on SSMU property without a valid parking permit clearly displayed. It is essential that the permit be in its proper place, as failure to do so will invalidate the permit.

13.5 SSMU's parking facilities are patrolled on a regular basis and parking regulations and traffic safety are enforced. Failure to respect the regulations and traffic safety may result in:

- a) A parking ticket/fine issued by the City of Montreal (at the vehicle owner's expense)
- b) Towing and removal of vehicle from the parking premises (at the vehicle owner's expense)
- c) Cancellation or suspension of a parking permit
- d) Loss of parking privileges in the parking facility

13.6 The University and SSMU reserves the right to remove a vehicle from the grounds if it poses a safety concern, i.e. leaking fuel or other hazardous materials.

14. Guest Network Access

14.1 Guest accounts for internet access can be made available upon advanced request. Guest accounts are only valid for a specified period of time deemed by SSMU and may be subject to an additional fee.

15. Coat Check and Entry

15.1. Coat check must be operated by designated Gerts employees. Under no circumstances will an outside entity be able to operate the coat check or be admitted into the space.

15.2. You may not charge admittance tickets to the bar for your event on a weekday, as Gerts is open to the public.

15.3. All Gerts patrons are required to place their belongings in coat check and pay the entry fee (\$2), regardless if they are part of your event (when applicable). It is usually complimentary for the first 15 minutes beginning at 7pm. It is the Renter's responsibility to inform all attendees.

16. Miscellaneous

16.1. The Renter hereby waives any rights it may have in virtue of Articles 1854, 1856, 1858, 1859, 1861, 1863, 1864, 1865, 1867, 1868, 1869, 1871, 1873 and 1883 of the Civil Code of Quebec, or any other legislation with the same or similar effect.

16.2. The parties acknowledge having expressly required that this Agreement be drawn in English. *Les parties déclarent avoir expressément requis que cette convention soit rédigée en anglais.*

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the _____ day of _____, _____.

STUDENTS' SOCIETY OF MCGILL UNIVERSITY

Per:

Name: Ryan Hughes

Title: **General Manager**

Per:

Name: Jun Wang

Title: **SSMU VP Finance**

We have the authority to bind SSMU.

[RENTER]

Per:

Name:

Title:

Duly authorized as I/we so declare.