



**Students' Society of McGill University**

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3600 McTavish St., Suite 1200, Montréal, QC, H3A 0G3

*Located on Haudenosaunee and Anishinaabe, traditional territories*

# STUDENTS' SOCIETY OF MCGILL UNIVERSITY

## EVENT CONTRACT AND RENTAL AGREEMENT

### **BY AND BETWEEN:**

#### **STUDENTS' SOCIETY OF MCGILL UNIVERSITY;**

(hereinafter called "**SSMU**")

### **AND:**

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**[as stated above];**

(hereinafter called the "**Client**")

### **DEFINITIONS:**

A. "**Agreement**" means this Agreement, the Schedules attached hereto and any documents included by reference, as each may be amended from time to time in accordance with the Terms of this Agreement.

B. Whereas the following words or expressions as they relate to the Client (further defined by a "**Client category**") have the corresponding meaning when used in these Terms of Reference or in the Events Departments processing of Reservation requests to use SSMU facilities:

- a) "**External Client**" means an individual, group or organization that is a separate entity from the SSMU and McGill University seeking to reserve a SSMU facility for an Activity that is not an Internal Activity.



- b) **“Internal Client”** means SSMU affiliated Staff, Committees, Clubs, Services and Independent Student Groups seeking to reserve a SSMU facility for an Internal Activity.
  - c) **“McGill Community Client”** means all students and employees of the University with a valid McGill University ID card, all academic and administrative units and all recognized student groups seeking to reserve a SSMU facility for an Activity.
- C. **“Business Day”** and **“Business Days”** means any day other than Saturday, Sunday or statutory holidays in the Province of Quebec, Canada.
- D. **“Claims”** means any suit, action, dispute, investigation, claim, arbitration, order, summons, citation, directive, ticket, charge, demand or prosecution, whether legal or administrative or any other proceeding.
- E. **“Damages”** means, in respect of any Claims or matter, all losses, damages of any nature whatsoever (including without limitation injuries to persons, loss of life, loss or damage to property), liabilities, deficiencies, costs and expenses arising as a consequence of such Claims or matter.
- F. **“Force Majeure”** meaning acts of God, war, fire, explosion, flooding, prolonged disruption of electrical supply, natural disaster, accident, riot, terrorist act, epidemic, pandemic (including the COVID-19 pandemic), quarantine, civil commotion/unrest, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, labour disputes, strikes, lockouts, or other unforeseeable or irresistible Event beyond the control of the parties to the present Agreement. Except as otherwise provided for in this Agreement, in no Event shall any Force Majeure operate to excuse the Client from the payment of Rent.
- G. **“You”** or **“you”** meaning the duly authorized representative of the Client acting for and on behalf of the Client.



## WHEREAS:

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

B. Whereas the Client seeks to rent the Rental Space more fully described in this Event Contract and Rental Agreement (the **“Agreement”** or the **“Reservation”**);

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

## NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

### 1. General Terms and Conditions (the "Terms and Conditions")

1.1 These Terms and conditions govern the Reservation and use of the Student Society of McGill University's (**“SSMU”**) facilities and/or services for meetings, conferences or Events (**“Activity”** or **“Event”**). By making a Reservation and using SSMU facilities and/or services for your Activity, you agree to and accept all of these Terms and conditions. These Terms and Conditions are incorporated by reference and form part of the Reservation contract. If you have questions contact the Events Department at [internalEvents@ssmu.ca](mailto:internalEvents@ssmu.ca).

1.2. The Client submitting the Reservation request shall be responsible for providing complete and accurate information. Misrepresentation or omission of information may result in delays in confirmation or the cancellation of the Reservation without notice and without prejudice to any other rights SSMU may choose to exercise including the acceptance of any future Reservation requests.

1.3. The Client 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 Client on or before the date hereof and bearing the Reservation number issued to the Client by the SSMU [**as set forth above in the Contract Estimate**].

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



1.5. The Client is responsible for the Activity and ensuring that the use of SSMU facilities and the Activity comply with these Terms and Conditions, with applicable federal, provincial and municipal laws and SSMU policies, mandates, procedures or directives. You are responsible for ensuring that all Activity participants and suppliers not coordinated by the Events Department are aware of these Terms and Conditions.

1.6. The Client agrees to:

- a) use the Rental Space with prudence and diligence at all times;
- b) return the Rental Space in the condition in which it was received (subject to normal wear and tear);
- c) abide by the [SSMU bylaws](#) (“Constitution”) for all matters related to the Event.

1.7. This Agreement is a short Term lease for a specific Event and will not automatically renew. Upon the expiry of the Term the parties agree that this Agreement will Terminate and, except as set out in this Agreement or as otherwise agreed by the parties in writing, the parties will have no further obligations to each other under this Agreement, it being understood and agreed that the parties' obligations for any breaches under this Agreement, then existing, shall continue to apply. Should the Client require the Rental Space following the expiry of the Term, the Client agrees a new Agreement must be negotiated, agreed upon and signed by the parties.

1.8. The Client may reschedule the commencement date of the Term due to adverse weather conditions, a change in the production schedule or other factors beyond its control (force majeure) upon at least (24) hours prior written notice to SSMU, and provided that there is no increase in the total number of days of the Term. As such, no additional payment shall be due to SSMU. The parties shall reschedule the Term to a date mutually acceptable to both parties, subject to availability of the Rental Space, it being understood and agreed that should no such mutually acceptable date be agreed upon, there shall be no claims of whatsoever nature against SSMU.

1.9. This Agreement may only be amended by written Agreement duly executed by authorized representatives of the parties.

1.10. When making a Reservation, the Client must provide accurate start and end times for each booking, including any time required for set-up and tear-down.



1.11. SSMU reserves the right to have surveillance level access to the Rental Space at all times during the Term.

1.12. All SSMU and/or External staff scheduled for the Event shall remain in the Rental Space until the last guest of the Client departs from the Rental Space. Any overtime hours that result, shall be at the expense of the Client, and shall be included in the final invoice.

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

1.14. The Client agrees to arrive and vacate the Rental Space by the agreed time (scheduled Reservation time), as stated in the Agreement. In the Event of unauthorized overrunning (after initial verbal warning from a SSMU employee) the Client may incur additional charges, as determined by SSMU, in its sole determination, the Client hereby confirming and agreeing that the foregoing is reasonable, in the circumstances.

1.15. The Client agrees to relay contact information and logistics related to deliveries (unloading/loading) to SSMU, in order to ensure that external parties involved in supporting the activities / Event under this Agreement are granted access to campus (eg. rentals, catering, etc.)

1.16. The Client accepts the Rental Space “as is” and understands that all no special equipment, furniture, services or set-up will be provided unless specified in the “Booking Request” at the time of booking. Furthermore, SSMU does not make any representations with respect to the suitability or fitness of the Rental Space for the purposes required by the Client. Any changes to the Reservation must be made at least (2) Business Days prior to the Event date. SSMU cannot guarantee services or items for changes made after this date. If we can accommodate your request, additional charges may apply.

1.17. This Agreement shall not be transferred, assigned or subleased by the Client, 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 written notice to, and written authorization and signature(s) of the Director of Student Life Operations, whose authorization may be withheld in the Director's sole discretion. Failure to abide by this provision may result in the cancellation of the Reservation by SSMU without notice and without prejudice to any other rights the SSMU may choose to exercise including the right to refuse future Reservation requests.



1.18. The Client will also be held responsible for any and all actions perpetrated by additional groups that are invited by, or authorized by, the Client who use the Rental Space during the Term of the Agreement or any other individuals participating in the Event. Any incidents that occur may be used as grounds to refuse future booking requests made by the Client.

1.19. The Reservation contract must be signed by the Client and returned to the Events Department prior to the Activity, otherwise you may be denied access to the reserved facility space or denied services in relation to the Activity.

## 2. Liability & Insurance

2.1. The Client agrees to release, indemnify and hold SSMU, its members, officers, executives and employees, harmless against all actions, claims, demands, damages, costs, and expenses, including reasonable legal fees, for death, injury, loss, or damage to persons or property, resulting from the negligence or breach of obligations of or the performance or non-performance by the Client, the Activity participants or persons for whom the Client is responsible for at law, in connection with these Terms and Conditions, the Reservation contract, the use of the Rental Space or the Activity.

2.2. The Client is responsible for damage, injury (or death) or loss to persons or to the reserved Rental Space, SSMU premises or to equipment caused by the Client or the Activity participants or caused in connection with the Activity. The Client is responsible for the cost of repair or replacement of SSMU property lost, stolen, damaged, destroyed or defaced by the Client or Activity participants. All such costs so incurred by SSMU shall be payable by the Client. The cost will be determined after damage is investigated and costs for repair/replacement are assessed (regular wear and tear accepted).

The foregoing shall take effect after the Client receives written notice from SSMU detailing:

- a) the damage caused by the Client in breach of this Agreement;
- b) substantiation for the costs of repair being provided to the Client and a reasonable period for the Client to pay; and
- c) undisputed amounts for undisputed damage caused by the Client in breach of this Agreement.



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

2.4. The Client shall, within (24) hours from receipt of written notice from SSMU, provide SSMU with proof of comprehensive general liability insurance held by the Client 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 Client's insurance shall be primary.

### 3. Conduct

3.1. Absolutely no drug use, vaping or smoking of any kind (including cannabis) 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. The Client further agrees no consumption of alcohol shall take place outside of the licensed areas.

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

3.3. 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 Client agrees to cover the cost of the security agents. Furthermore, any such security agents assigned to the Event must be licensed.

### 4. Payments & Deposit

4.1. The Events Department will provide the Client with a quote which is an estimate of the price for fees, charges and applicable taxes based on the information provided. The Client will be responsible for the arrangement and payment of services mentioned in this Agreement.



In order to secure the Reservation, the Client must:

- a) Review and confirm the Event/Activity by email ([internalevents@ssmu.ca](mailto:internalevents@ssmu.ca));
- b) Sign the Agreement; and
- c) Pay the deposit and/or installment if applicable (see Payment Schedule).

At this stage, the cancellation provisions and the payment schedule of these Terms and Conditions apply.

<b>Payment Schedule</b>	
<i>Installment</i>	<i>Deadline for payment</i>
Installment #1: Initial Deposit: 100% of the Space Rental fee (room charge).	(7) Business Days prior to the Event
Installment #2: Final invoice (post Reservation): Remaining balance of the total price, as well as any additional fees and charges.	(30) Business Days post Event
Late payment and interest fees	(30) days overdue

4.2. The Client is responsible for all Event-associated charges (such as space rental, set-up/take-down costs, security support, staffing requirements, equipment and furniture rentals, catering and bar service, applicable permits, and tariffs due as a result of the Event. Late fees, cleaning costs, if any, following the Event, as well as any theft or damage to SSMU and/or McGill University property will also be applied to the final invoice (plus applicable taxes).

If the Event is canceled, the Client shall be responsible for all Event-related costs incurred by SSMU at time of cancellation, and for any and all applicable cancellation fees (plus applicable taxes).

4.3. SSMU Accounting will issue the Client a final invoice approximately (2-4) Business Days post-event. For any inquiries related to payment, please contact Accounts Receivable directly at [acctrecv@ssmu.ca](mailto:acctrecv@ssmu.ca).

4.4. Payments made after the due date are subject to late fees. If the Client fails to pay in full any installment due hereunder within (30) Business Days of the due date for such installment, a penalty ("Late Payment Amount") shall be added to the invoice.





4.5. If you are an Internal Client, SSMU reserves the right to collect the funds directly from your respective bank account in order to reconcile any overdue payments (if applicable).

4.6. Non-payment or outstanding balances owed to SSMU may result in the suspension and/or Termination of the right to request or reserve space.

4.7. For any disputes related to charges, please contact the Student Life Operations Director at [studentlifeoperations@ssmu.ca](mailto:studentlifeoperations@ssmu.ca).

4.8. SSMU accepts payments made by:

- a) Visa, MasterCard;
- b) Wire-transfer (ACH);
- c) Certified cheque made payable to “Students’ Society of McGill University / Events Department”.
  - i) Mailing address: Attn: SSMU Events, 3600 McTavish Street, Suite 1200, Montreal, Quebec H3A 0E7.

The Client must include the Reservation contract number and date in the memo line of the cheque or attach a copy of the Reservation confirmation with the payment. Please note that we do not accept FOAPAL or PCARD.

## **5. Modification of Reservation & Cancellations**

5.1. Modification requests must be submitted a minimum of (2) Business Days before the scheduled Reservation. Any late submission of final changes is subject to a last minute change fee of \$50.00 and is subject to the availability of the services, amenities and items in stock.

5.2. Cancellation by the Client:

If the Client decides to cancel the Reservation, a written notice must be provided to the Events Department by sending an email to [internalevents@ssmu.ca](mailto:internalevents@ssmu.ca), prior to the start of the Reservation.

5.3. The following penalty schedule applies for Reservations that incur fees (eg. rentals, staffing, etc.):



<b>Cancellation Received (Business Days)</b>	<b>Fees</b>
20 or more days	No fees applied
12-19 days	\$100.00 administrative fee
0-11 days	100% of the cost estimated in the Agreement will be applied

#### 5.4. Cancellation by SSMU:

Should it be impossible for SSMU to honour the Reservations contemplated herein due to Force Majeure or other unforeseeable or irresistible Events beyond the control of the parties to the present Agreement, this Agreement shall be Terminated, the monies advanced toward the rental contemplated herein and not completed shall be returned to you and the parties shall be free of any and all obligations expressed or implied herein, unless it is possible and desirable for both parties to agree to new date(s) and/or new conditions for the rental of the Space(s), the whole without recourse the one against the other.

#### 5.5. Cancellation by SSMU for an Event of default:

SSMU may cancel the Client's Reservation contract in whole or in part, without liability to them as well as any obligation to obtain any judgment or court order, and may, in its discretion, decide on the Client's eligibility for any refund of amounts the Client has paid should any one of the following circumstances occur (considered to be an "Event of default"):

- a) The Client has provided false information or representations in connection with your Reservation;
- b) In an Event of non-payment and/or failure to pay the deposit on time;
- c) The Client has not respected these Terms and Conditions, applicable laws or SSMU policies, mandates, procedures or directives;
- d) The Event/Activity, the Client, Event/Activity participants or the use of the reserved facility space disrupts SSMU or McGill University activities, operations or other persons at its premises or, in the opinion of SSMU, presents a nuisance, a threat to health and safety or creates or encourages a climate of harassment, discrimination, violence or hatred.



5.6. All Event-related costs incurred by SSMU at time of cancellation, such as scheduled External Event Services (eg. Security) or In-House Amenities (eg. Alcohol Service, Catering, Staffing) and by virtue of the present Agreement may be directly compensated from the deposit.

5.7. A “no-show” fee will be applied to Internal Client Reservations that do not incur fees, should the Client not utilize the reserved space on the day of their scheduled Event/Activity or fail to cancel their Reservation at least (1) Business Day in advance. SSMU reserves the right to suspend future booking privileges for any groups that fail to communicate cancellations in a timely manner.

5.8. The following penalty schedule applies for Internal Client Reservations that do not incur fees:

<b>Cancellation Received (Business Hours)</b>	<b>Fees</b>
24 or more hours	No fees applied
0-23 hours	\$100 “no-show” fee

## 6. Food & Beverages

6.1. If food is being served and/or sold at the event at the Event, the Client must:

- a) Obtain prior approval to serve food from the Events Department;
- b) Ensure that the Event complies with SSMU’s policies on the [Sale or Service of Food](#);
- c) Ensure all food is prepared/pre-packaged prior to arrival;
- d) Obtain all necessary permits from the Ministère de l’agriculture, Pêcheries et alimentation de Québec (“MAPAQ”) - *applicable for self-catered Events and food sales*;
- e) Ensure that food is served and stored in accordance with [MAPAQ regulations](#).

6.2. The Client may choose to:

- a) have the food catered by SSMU’s internal licensed kitchen - *service temporarily suspended until further notice*;
- b) have the food provided by a licensed caterer;
- c) purchase the food from a licensed restaurant or take out;



- d) Self-cater the Event, provided special permits are obtained - *note that a special Events permit is not required for hot or cold beverages such as coffee/tea, juice boxes, canned/bottled soft drinks, and/or packaged food items that do not require temperature regulation (eg. individually packaged cookies, chocolate, candy, granola bars).*
- 6.3. Events that include food are governed by government Health and Safety Regulations regarding the preparation and serving of food to the public. SSMU reserves the right to halt food distribution if these guidelines are not being followed.
- 6.4. If the Client chooses to self-cater the Event:
- a) McGill Community and External Clients must 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, and provide a copy to the Events Department no later than (2) days prior to the Event.
  - b) Internal Clients must submit a [Sale & Service of Food Permit Request Form](#) a minimum of (10) days prior to the Event.
- 6.5. The Client is responsible for obtaining any applicable permits, paying the associated costs, ensuring that the permits are visible during the Event, and adhering to the permit and waiver related procedures.
- 6.6. If the Client fails to secure any required permits, the Client will not be allowed to self-cater the Event.
- 6.7. If the Client fails to declare that there will be food and/or drink at the Event, a 'Cleaning & Disposal' fee will be applied retrospectively.
- 6.8. SSMU is not responsible for the service of external caterers/restaurants or their failure to supply such service. The Client is responsible for those services and for ensuring adequate parking and loading/unloading for external caterers. The Client is also responsible for clean-up of the reserved Rental Space. If the Client does not ensure adequate cleanup, a cleaning and disposal fee will be applied to the final invoice.
- 6.9 No open flames are allowed anywhere in the Building. Use of burners, candles, incense, etc., may trigger the alarm and prompt for evacuation.



6.10. The Client agrees to assume the fine from the City of Montreal (in case of a false alarm) if clause 6.9. is disregarded during the Event.

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

6.12. Gerts Bar is the only service that is authorized to serve and/or sell alcoholic beverages at an Event held in the Building. The Client must make a request to have alcohol service no later than fourteen (14) Business Days prior to the Event.

6.13. SSMU has the right to assign security to all Events that include alcohol service, unless otherwise agreed upon at the Client's expense, upon written Agreement.

6.14. 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.

6.15. The Building Director 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.

6.16. The Client agrees to abide by the federal, provincial and municipal regulations regarding alcohol, cannabis and tobacco use, including but not limited to:

- a) refraining from bringing outside alcohol into the Building;
- b) no alcohol consumption will be tolerated in corridors, stairs, entries or surrounding areas of it;
- c) no underage participants will be admitted into Event spaces offering alcohol and/or inside Gerts Bar;
- d) valid photo ID must be presented upon request. 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.

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



## 7. Deliveries / Loading & Storage

7.1. SSMU is not responsible for checking in or handling any items brought into the Rental Space by the Client or rental companies. All external items must be checked in and signed for by the Client or the Client's representative. In the absence of the Client, all items will be directed to a staging area by SSMU staff.

7.2. SSMU must be advised in advance in regards to any timing of deliveries for the Event, in order to ensure access to the campus. 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, Client, or Client's representative. If not properly disposed of, any costs associated with disposal may be applied to the final invoice of the Client.

7.4. Limited storage is available within the Building. Overnight storage may be available upon request, and is subject to the calendar of Events in the Rental Space. Storage fees will be applied to any items left overnight or beyond operating hours. This also applies to items left post Event for shipment or pick-up, unless otherwise agreed upon. Please note that 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 (7) Business Days post Event, SSMU will dispose of it, at the Client's sole cost and expense.

## 8. Music/Sound & Noise

8.1. The Client 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.

8.2. Upon request SSMU will provide technical training for A/V equipment prior to the Event by appointment only. For any in-house set-up and basic troubleshooting, please contact the Porter for assistance at 514-617-0081.



8.3. In addition to housing Event venues, the Building is home to various study and relaxation areas for students and office space for SSMU affiliated groups. Noise levels at Events must not interfere with work or other activities occurring throughout the Building. SSMU's Staff reserve the right to deTermine—at any time—whether noise levels or other Event activities are disruptive and to require Event participants to make appropriate adjustments. If repeated disturbances are created, the Client 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 the Client.

8.4. Any playback of music or sound at a tabling Event requires approval from the Events Department.

## 9. Lost & 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 Client to contact the Building Department at [building@ssmu.ca](mailto:building@ssmu.ca) to attempt to recover any items.

## 10. Capacity & Decorations

10.1. Legal occupancy capacities of the Rental Space are determined by room layouts, liquor laws and fire-safety by-laws. The Client must ensure that the number of guests are within the limits stated within the Rental Agreement. If, on the day of your Event, attendance unexpectedly exceeds capacity, SSMU will make reasonable efforts to accommodate your guests. However, under no circumstances will guests be permitted to stand in or add furniture to a room in such a way that exceeds the stated capacity of the current setup.

10.2. The capacity of the Rental Space is to be respected during the duration of 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.



10.3. The Client must ensure that common areas associated with the reserved facility space (for example: entrances, aisles, fire exits, halls, stairways, elevators or doorways) are not blocked by Activity participants, equipment or furniture. All emergency exits must remain clear at all times.

10.4. 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 the Events Department before attempting any installation.

10.5. No decorations should impede access to railings, stairways, or exits.

10.6. The Client agrees to return all components of the reserved area(s) to their original condition after the Event. All decorations must be taken down once the Event is over. SSMU reserves the right to apply cleaning charges post-Event if it is deemed necessary (eg. decor, tape, residue remaining).

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

## **11. Promotional Materials & Sponsorship**

11.1. All Sponsorship must align with the vision, values, goals, mandates and priorities of the SSMU, as well as comply with all reputational, branding, financial, legal or ethical considerations of concern to the SSMU.

11.2. Any promotional materials including third party sponsorship employed must be approved by the Events Department before they are posted or allowed to occupy space within SSMU facilities, and must not conflict with any of SSMU's current contracts or Agreements.

11.3. It is the responsibility of the Client to respect any regulations governing the distribution of advertising material and posterage on the [McGill University campus](#) (including [SSMU facilities](#)), as well as any applicable laws of the City of Montreal.

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





1.15. SSMU may not advertise and/or promote its services using the Client's name, trademarks or logo or any variations thereof, alone or with any other word or words, without the prior written consent and authorization of the Client.

## **12. Guest Speakers & High Profile Visitors**

12.1. High-profile Events, which often involve extensive publicity, more complicated Event logistics, and extra protocol or security measures must be declared to the Events Department. High-profile Events include:

- a) A visit to SSMU by a government official or another high-ranking public official;
- b) A visit by a prominent or controversial figure and/or celebrity.

12.2. If you are inviting high-profile speakers or guests to SSMU, or if your Event is especially newsworthy, you are required to advise the Events Department at the time of your Reservation request. Upon request, it is the responsibility of the Client to complete the [Guest Speaker Declaration](#) form for each External Guest that will be in attendance, a minimum of (10) Business Days prior to the Event.

12.3. Based on the nature and scope of the Event, the Building Director will determine security needs, and communicate any requirements to the Events Department. If Security is deemed necessary, SSMU will assign security to the Reservation, at the Client's expense, upon written Agreement.

## **13. Parking**

13.1. The Client and/or visitors that require parking must submit a request to [McGill's Parking and Transportation Services](#). Availability of parking spaces are not guaranteed.

13.2. Vehicles are not permitted to be parked overnight unless authorized by McGill's Parking and Transportation Services.

13.3. SSMU and McGill University assume 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 or McGill University property without a valid parking permit clearly displayed on the visitor's dashboard. It is essential that the permit be in its proper place, as failure to do so will invalidate the permit.

13.5. SSMU and McGill'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. SSMU and McGill University reserve 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 A temporary guest network account may also be created to support short-Term access to McGill's wireless network. For more information, please visit the [McGill IT website](#). Guest credentials are valid for (24) hours.

## 15. Governing Law

15.1. The Client 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.

15.2. The laws of the province of Quebec and the laws of Canada as applicable govern these Terms and Conditions and you agree to the exclusive jurisdiction of the courts located in the City of Montreal, Quebec for any legal proceeding arising from these Terms and Conditions.

15.3. 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.*



**Students' Society of McGill University**

Tel: (514) 398-6800 | Fax: (514) 398-7490 | [ssmu.ca](http://ssmu.ca)  
3600 McTavish St., Suite 1200, Montréal, QC, H3A 0G3

*Located on Haudenosaunee and Anishinaabe, traditional territories*

15.4. This Agreement shall ensure to the benefit of the parties hereto and their respective successors and assigns.

**16. Contacts**

16.1. If you have any questions about our department, the services we offer, or the contents of this Agreement, please contact the Events Department at [studentlifeoperations@ssmu.ca](mailto:studentlifeoperations@ssmu.ca)

16.2. If you would like to modify your current booking contract or have any questions related to Event, please contact the Events Coordinator at [internalevents@ssmu.ca](mailto:internalevents@ssmu.ca)

16.3. For any alcohol-related inquiries or modifications to alcohol service contracts, please contact the Bar Manager at [gertsmanager@ssmu.ca](mailto:gertsmanager@ssmu.ca)

16.4. For any Building related inquiries or immediate on-site assistance, please contact the Porters at 514-617-0081 or the Building Director at [wsealy@ssmu.ca](mailto:wsealy@ssmu.ca) or 514-776-5989.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of

\_\_\_\_\_.

**STUDENTS' SOCIETY OF MCGILL UNIVERSITY**

Per: \_\_\_\_\_

Name:

Title: **SSMU Signing Officer**

Per: \_\_\_\_\_

Name:

Title: **SSMU VP Finance**

*We have the authority to bind SSMU.*

**[Client]**

Per: \_\_\_\_\_

Name:

Title:

*Duly authorized as I/we so declare.*