



Conferences & Accommodation

Okanagan Campus

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Agreement - Master Pay

Between The University of British Columbia and John Doe, regarding the Car Conference to be held at the Kelowna campus of The University of British Columbia from June 1, 2022 to June 3, 2022

PREPARED FOR:

John Doe
President
Car LTD
1111 Red Ave, Vancouver, B.C.

Vancouver, BC V6T 1Z3
Main: 604-555-5555
E-Mail: J.Doe@car.ca

The University of British Columbia and Doe, John, hereafter referred to as "the Client", agree to the following terms and conditions:

By signing and returning the enclosed copy of this contract by September 1, 2021, these arrangements will be agreed to on a definite basis. If we do not receive a mutually agreed executed original of this agreement from the Client by September 1, 2021, this letter will be void and the room block will be automatically released.

1. ROOM BLOCK

Type of Group: Reservations and payment made by the Group.

The University of British Columbia will reserve the room block listed below for delegates of Car Conference. All rooms shall be offered at the listed rates and are subject to a 3% Municipal Sales Tax, and any additional applicable taxes, subject to change. All rates are quoted in Canadian funds and are net, non-commissionable.

Start	End	Room Block Type	Time Units	Units	Rate	Amount
Wed Jun-1-22 12:00	Fri Jun-3-22 14:00	Monashee Studio Suite	2.0	48.0 RM	99.00	9,504.00
Wed Jun-1-22 12:00	Fri Jun-3-22 14:00	Monashee One Bedroom Suite	2.0	20.0 RM	139.00	5,560.00
Wed Jun-1-22 12:00	Fri Jun-3-22 14:00	Cascades 4-bedroom Apartment	2.0	19.0 RM	189.00	7,182.00
Wed Jun-1-22 12:00	Fri Jun-3-22 14:00	Monashee 4-bedroom Suite	2.0	3.0 RM	189.00	1,134.00
Accommodation Charges Subtotal:						\$23,380.00

2. MEETING SPACE

The University of British Columbia will reserve the meeting space listed below for delegates of Doe, John. The University of British Columbia reserves the right to change meeting space room numbers based on the academic schedule. All meeting space shall be offered at the listed rates and are subject to applicable taxes, subject to change. All rates are quoted in Canadian funds.

<u>Start</u>	<u>End</u>	<u>Booked Space</u>	<u>Function / Setup</u>	<u>Units</u>	<u>Rate</u>	<u>Amount</u>
Wed Jun-1-22 12:00	Fri Jun-3-22 12:00	Commons 201 - Lecture Hall	Plenary & Posters (incl set-up/tear down)	3.0 Days	400.00	1,200.00
Wed Jun-1-22 17:00	Wed Jun-1-22 21:00	UC200 - Ballroom	Welcome Reception	1.0 Day	100.00	100.00
Thu Jun-2-22 7:30	Thu Jun-2-22 20:00	Dining Hall / Sunroom	Meals	1.0 Day	0.00	TBD
Fri Jun-3-22 7:30	Fri Jun-3-22 14:00	Dining Hall / Sunroom	Meals	1.0 Day	0.00	TBD
Meeting Space Charges Subtotal:						\$1,300.00

Accommodation & Meeting Space Charges Subtotal: \$24,680.00

3. MISCELLANEOUS CHARGES

All miscellaneous charges shall be offered at the listed rates and are subject to applicable taxes.

(external) Delivery/Pick-up cost Poster Boards	300.00
(external) Poster Boards Double-Sided	2,275.00
Facilities Labour Estimate	400.00
UBCO Conference Service Charges	150.00
Miscellaneous Charges Subtotal:	\$3,125.00

4. TAXES

7.00% PST On	\$2,975.00	208.25
8.00% PST Accommodation On	\$23,380.00	1,870.40
3.00% Municipal Tax On	\$23,380.00	701.40
5.00% GST Accommodation On	\$23,380.00	1,169.00
5.00% GST On	\$4,275.00	213.75

Total Accommodation and Meeting Space Taxes: \$4,162.80

TOTAL ESTIMATED CHARGES AND TAXES (\$CDN): \$31,967.80

5. BOOKING FEE

<u>Due Date</u>	<u>Description</u>	<u>Amount</u>
September 01, 2021	10% of Estimated Charges	\$3,196.78
April 01, 2022	65% of Estimated Charges	\$20,779.07
May 02, 2022	Projected Final Charges	\$7,991.95
Total Deposits:		\$31,967.80

Car ConferenceEvent/License #: **1904'**

June 1, 2022 to June 3, 2022

Contract #: **19041-0'****6. IMPORTANT DATES****DUE DATE**

Mar-02-2022	Room Release Date - Unlimited of current blocked rooms
Apr-01-2022	Room Release Date - Up to an additional 25% of current blocked rooms
Apr-02-2022	Insurance
May-01-2022	Room Release Date - Up to an additional 10% of current blocked rooms
May-02-2022	Confirmation of Meeting Space and Audio Visual Requirements
May-18-2022	Rooming List

7. PAYMENT STRUCTURE

The projected charges include, but are not limited to: accommodation, meeting space, audio visual, conference services charges, labour, and parking.

Any non-receipt of payment may result in cancellation of the event.

All payments will be applied to the final invoice for the event and are non-refundable.

A final invoice will be sent no later than 30 days after departure. If there is a balance owing on the account, payment is required within 30 days of invoicing. In the event there is a credit, a refund will be issued.

8. PAYMENT OPTIONS

Payments may be made by cheque, bank draft, cash (maximum of \$5,000), or UBC journal voucher (for internal UBC departments only). A fee of \$25.00 will apply for NSF cheques. Payments may also be made by credit card to a maximum of \$7,500 per contract. UBC accepts the following major credit cards: Visa, MasterCard, and American Express.

Please make cheques payable to: UBC Housing and Hospitality - Okanagan.

9. ROOM RELEASE POLICY

The accommodation block can be released in a limited scheduled release:

- Greater than 90 days prior to arrival the Client may release unlimited number of rooms.
- Within 90 to 61 days prior to arrival the Client may release up to an additional 25% of current blocked rooms.
- Within 60 to 31 days prior to arrival the Client may release up to an additional 10% of current blocked rooms.
- Within 30 days prior to arrival the Client may not release any of the blocked rooms.

Within 30 days prior to arrival, there will be no refunds for cancellations, no-shows, late arrivals or early departures; substitute reservations over the same dates and in the same room types are accepted.

Reservations made after the cut-off date or after the room block is full will be subject to availability. Additional charges incurred after full payment is made will be due within 30 days of invoicing.

10. ROOM DESCRIPTIONS

A) Monashee Suites

1) Studio Suite Each suite has a queen size bed, desk, a private washroom and fully equipped kitchen. Cooking and eating utensils are provided.

2) One Bedroom Suite Each suite has a bedroom with two queen size beds, private washroom, a furnished living room with TV and a fully equipped kitchen. Cooking and eating utensils are provided.

3) 4-Bedroom Suite Each suite has four individually locking bedrooms with a single bed and desk. Each suite has one split washroom, a furnished living room with TV, and a fully equipped kitchen. Cooking and eating utensils are provided.

Each room is equipped with air conditioning and an internet modem. Please note there are no televisions or telephones in the individual rooms, unless otherwise specified. Laundry facilities are provided throughout residence buildings.

B) Cascades Apartment

Each apartment has four individually locking bedrooms with a single bed and desk. Each apartment has two washrooms, a furnished living room, and a basic equipped kitchen. Basic cooking and eating utensils are provided.

All rooms are equipped with air conditioning and Wi-Fi service. Please note there are no televisions or telephones in the individual rooms, unless otherwise specified. Laundry facilities are provided throughout residence buildings.

11. CHECK IN/CHECK OUT INFORMATION

Check-in time is 4:00 PM; check-out time is 11:00 AM.

12. HOUSEKEEPING SERVICE

All rooms are set with bed linen, towels, soap and a drinking glass. Each room will receive a weekly full housekeeping service (this includes: changing linens, towel exchange, cleaning of the washroom and common areas, vacuuming and garbage removal).

The University of British Columbia will assess the Client for all extraordinary cleaning of guest rooms, public areas, meeting space and washrooms required as a result of actions of the Client or its delegates. Labour costs will be charged a minimum of 1 hour.

13. ROOMING LIST

The Client will be provided with a rooming list template. This full list of names, gender and bedroom types is required 2 weeks prior to arrival. Special requests (i.e. VIP's, Chaperones, special assistance needs etc) must be indicated on the list. The University of British Columbia reserves the right to assign all rooms and actual room allocations may vary.

Any changes to the rooming list after 2 weeks prior to arrival may be subject to an administrative fee of \$5 per change.

The Client is responsible for informing participants about details regarding their room type, check in and out times and any other pertinent information with regards to their stay at The University of British Columbia.

Car ConferenceEvent/License #: **1904'**

June 1, 2022 to June 3, 2022

Contract #: **19041-0'****14. DAMAGES**

The Client agrees to pay for charges resulting from damages to The University of British Columbia's property by the Client's delegates, charges and guests. Damages may include, but are not limited to: smoking within a prohibited space, damage to accommodation room, broken dishes. Pets are not permitted in any building and will be subject to damage charges (service animals are excluded). Smoking is not permitted on campus except for in designated smoking areas. Open alcohol is not permitted without proper license. Food, beverage and gum is not permitted in meeting space.

15. LOST KEY CHARGE

The Client agrees to pay \$25.00 for each fob key and \$75.00 for metal key not returned at check-out. Additional charges will apply for rooms with additional keys.

16. FOOD SERVICES

The University of British Columbia will arrange to book all catering space on behalf of the Client's needs. The Client will meet directly with UBCO Food Services / Scholar's Catering (250-807-8509) regarding all food and beverage requirements. Food and beverage services are limited should the Client choose not to have meals catered. No food or beverages of any kind shall be brought into any meeting room by the Client without prior consent from the University of British Columbia. Deposit and payment arrangements will be arranged between Scholar's Catering and the Client as outlined by contractual agreements to the parties, and in conjunction with this agreement when required.

The Client acknowledges that the availability of The University of British Columbia's Food and Beverage space cannot be guaranteed for delegate use unless the Client prearranges meal plans or catered events.

17. AUDIO VISUAL EQUIPMENT

The University of British Columbia will reserve audio visual equipment and the technicians if requested by the Client. Confirmation of audio visual requirements are due 30 days prior to arrival. All audio visual charges shall be offered at the listed rates (or YEAR rates will be confirmed in the fall of YEAR PRIOR) and are subject to applicable taxes.

18. PARKING

Parking is available to all guests at a daily rate. Individual guests should inquire about parking at the time of check in. If the Client would like parking to be included in the final invoice the Client must notify The University of British Columbia 30 days prior to event of parking requirements.

19. ADDITIONAL CHARGES

The University of British Columbia will invoice the Client for additional charges including, but not limited to: labour, storage, excessive cleaning and equipment rentals. Labour will be charged at a current fee for a minimum of 1 hour.

20. SIGNAGE

The Client agrees not to post any signs on The University of British Columbia's property without prior written approval from the University of British Columbia, and also agrees to adhere to any University presentation guidelines. Any unauthorized signs or authorized signs posted in non-approved locations will be removed without client consent. The Client agrees to pay for any labour charges related to the removal of signs.

21. INSURANCE

A) The Client shall obtain and maintain in force during the event a policy of General Liability Insurance, including coverage for tenant's legal liability, with a limit of not less than \$5 million per occurrence. THE UNIVERSITY OF BRITISH COLUMBIA, ITS BOARD OF GOVERNORS, EMPLOYEES AND AGENTS shall be included as additional insureds. The insurance shall be primary in respect of all claims made by reason of any act or omission of the Client, and shall not participate with, or be excess over, any valid and collectible insurance carried by The University of British Columbia.

B) Evidence of such insurance shall be presented to The University of British Columbia 30 days prior to the arrival of the Client.

C) Maintenance of the insurance, and the performance by the Client of its obligations, shall not relieve the Client of liability under the indemnity provisions set forth herein and this indemnity shall survive the expiry or sooner termination of this Agreement.

22. USE OF THE UNIVERSITY NAME

The Client acknowledges and agrees that UBC has a proprietary interest in its symbols, name, trademarks, crests, designs, logos and marks (collectively, the "UBC Trademarks"). The Client acknowledges that it has no rights whatsoever to use the UBC Trademarks and agrees that it will only use UBC's name for the purpose of identifying the location of the Event and any Meeting Rooms reserved by the Client pursuant to this Agreement.

The Client agrees, with respect to the UBC Trademarks, to:

- (a) not use any UBC Trademark without UBC's prior written consent;
- (b) obtain UBC's prior written consent for every example of usage of a UBC Trademark;
- (c) where UBC's prior written consent has been obtained, comply with all instructions issued by UBC relating to the form and manner in which the relevant UBC Trademarks shall be used;
- (d) discontinue immediately, upon notice from UBC, any practice relating to the use of the UBC Trademarks, which in UBC's opinion would or might adversely affect the rights or interests of UBC in the UBC Trademarks;
- (e) refrain from using or permitting anyone else to use the UBC Trademarks in its corporate name or in any business trade name;
- (f) refrain from altering any UBC Trademarks; and
- (g) cease using the UBC Trademarks in any manner when instructed by UBC.

The Client agrees not to state or imply any affiliation with UBC in any of its materials or otherwise.

The Client further agrees that it will ensure its partners, affiliates, resellers and agents adhere to the above policy.

Any breach of this Section 7.0, including but not limited to, any attempt by the Client or its partners, affiliates, re-sellers and agents to create a false affiliation between the Client and UBC, is cause for immediate termination of this Agreement by UBC.

23. INDEMNIFICATION

Except in the event of the negligence of The University of British Columbia, the Client will indemnify The University of British Columbia, its Board of Governors, employees and agents (collectively, 'The Indemnitees') from and against all third party liabilities, loss, claims demands and expenses, including legal expenses, to which the Indemnitees may become subject as a result of, or in connection with, directly or indirectly, the use or occupation of the land premises or property of The University of British Columbia by the Client, its delegates, servants, agents or employees. This provision shall survive the termination of expiration of this contract.

24. JURISDICTION

This agreement shall be governed by, and construed in accordance with, the laws of the Province of British Columbia and the laws of Canada applicable therein. Each of the parties agrees to attorn to the jurisdiction of the courts of British Columbia and to comply with any orders or judgments issued thereby.

25. FORCE MAJEURE

Notwithstanding anything in this Agreement to the contrary, neither party will be deemed to be in default in respect of the performance of any of the terms, covenants, and conditions of this Agreement, other than a term requiring the payment of any sum, if any failure or delay in such performance is due to any cause beyond the control of such party and occurring without that party's fault or negligence (each, a "Force Majeure event"), including without limitation any strike, lockout or labour or civil unrest, war-like operation, invasion, rebellion, hostilities, military or usurped power, sabotage, acts of terrorism, mass-casualty event, outbreak of virulent disease or other public health emergency, governmental regulations or controls, earthquake, Acts of God, and computer attacks or other malicious acts, such as attacks on or through the Internet, any Internet service, telecommunications provider or hosting facility but excluding a lack of funds or other financial reasons.

The parties acknowledge that in March 2020 the World Health Organization declared a global pandemic of the virus leading to COVID-19. The Governments of Canada, the Province of British Columbia, amongst others, responded to the pandemic with legislative amendments, controls, orders, requests of the public, and requests and requirements to the Parties to change their business practices in various ways (collectively, the "Governmental Response"). It is uncertain how long the pandemic, and the related Governmental Response, will continue, and it is unknown whether there may be a resurgence of the virus leading to COVID-19, any mutation thereof will emerge that will result in a prolonged, increased, or otherwise more impactful Governmental Response. The parties also acknowledge that the Governmental Response may allow a party discretion regarding its ability to continue, restrict, or cease operations. Without limiting the foregoing paragraph, neither party shall be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of:

- (a) Public health emergencies, including but not limited to the virus leading to COVID-19 and any mutation thereof (each a, "PHE");
- (b) the Governmental Response to a PHE; or
- (c) a party's decision, made on an organization-wide basis and in good faith, in response to a PHE, even if exceeding the then current specific Governmental Response applicable to the subject matter of this Agreement.

Dates or times of performance shall be extended to the extent of delays excused by this clause, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay shall, so far as practicable, use commercially reasonable efforts to minimize and mitigate the extent, effect and period of any such delay or non-performance.

26. SUBSTITUTION POLICY

In the event of maintenance problems, force majeure or other unforeseen circumstances, UBC, in its sole discretion, reserves the right to provide comparable rooms to the Client in replacement of those rooms originally reserved on behalf of the Client. The rate charged for the substituted rooms shall be the standard room rate for such rooms or the agreed upon rate of the rooms originally reserved by the Client, whichever is less.

By signing below, I agree to this agreement in its entirety and confirm that I am duly authorized to sign on behalf of Druick, Daphne and that Druick, Daphne will be held liable for any fees, charges and/or costs that result from this agreement.

On behalf of :

Doe, John

On behalf of :

The University of British Columbia

Per: _____
(Authorized Signature)

Per: _____
(Authorized Signature)

(Printed Name & Title)

(Title)

Date

Date

SAMPLE