



Conferences & Accommodation

Okanagan Campus

The University of British Columbia
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Agreement

Between The University of British Columbia and SAMPLE Agreement, Kelowna, BC, V1V 1V8, regarding the Sample Meeting to be held at the Kelowna campus of The University of British Columbia from October 4, 2021 to October 4, 2021

PREPARED FOR:

John Doe
SAMPLE Agreement
SHHS
1290 International Mews
Kelowna, BC V1V 1V8
Main: 250-807-8050
E-Mail: sample@gmail.com

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

By signing and returning the enclosed copy of this contract by October 21, 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 October 1, 2021, this letter will be void and the room block will be automatically released.

1. MEETING SPACE

The University of British Columbia will reserve the meeting space listed below for delegates of SAMPLE Agreement. 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.

Start	End	Booked Space	Function / Setup	Units	Rate	Amount
Mon Oct-4-21 9:00	Mon Oct-4-21 15:00	EME 1101 - Classroom (80)	Classroom	1.0 Day	150.00	150.00

Meeting Space Charges Subtotal: \$150.00

2. TAXES

5.00% GST On \$150.00 7.50

Total Meeting Space Taxes: \$7.50

Total Meeting Space and Miscellaneous Charges and Taxes (\$CDN): \$157.50

Sample MeetingEvent/License #: **19194**

October 4, 2021 to October 4, 2021

Contract #: **19194-01****3. BOOKING FEE**

<u>Due Date</u>	<u>Description</u>	<u>Amount</u>
October 21, 2021	Projected Meeting Space Charges	\$ 157.50
Total Deposits:		\$157.50

4. PAYMENT STRUCTURE

Signed agreement along with full rental payment must be received upon receipt of this agreement. Non-receipt of payment may result in cancellation of the rental. Space will be held on a tentative basis pending your review and authorization of the contracted agreement. Payment may be made via credit card (Visa, MasterCard and American Express) or corporate cheque. Credit card payment must have a completed authorization form. Cheques should be made payable to University of British Columbia.

5. DAMAGES

The Client agrees to pay for charges resulting from damages to The University of British Columbia's property by the Client's/and or delegates at a charge of cost recovery. Smoking is not permitted on campus except for in designated smoking areas. Open alcohol is not permitted without proper license. Food, beverage and gum are not permitted in meeting space.

6. 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.

7. AUDIO VISUAL EQUIPMENT

Room rental includes the use of audio visual equipment located in the booked room (audio visual included in room changes based on the style of room rented). Special requirements, and/or the support of a technician are an additional fee. Audio visual requirements are due at time of booking.

8. PARKING

Visitors may choose to purchase a day parking pass from ticket dispensed parking lots H, B, J and G or time from meters outside of lots E and F.

9. ADDITIONAL CHARGES

The University of British Columbia will invoice the Client for additional charges including, but not limited to: labour, storage, cleaning, delivery of supplies, and equipment rentals. Labour will be charges at a current fee for a minimum of 2 hours.

10. 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 named on the policy 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 three weeks 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.

11. CANCELLATIONS / CHANGES

All cancellations / changes must be received in writing to the University of British Columbia from the Client. Cancellation fees are: a) If the cancellation notice is received by the University of British Columbia more than 30 calendar days prior to the first date of the booking, no cancellation fee will be charged. b) If the cancellation notice is received by the University of British Columbia between seven to thirty (7 - 30) calendar days prior to the first date of the booking, the Client agrees to pay a cancellation fee of 50% of the rental in respect of the cancelled booking or portion thereof. c) If the cancellation notice is received by the University of British Columbia less than seven (7) calendar days prior to the first date of the booking, the Client agrees to pay 100% of the rental charges in respect to the cancelled booking or portion thereof. The University of British Columbia may cancel the booking upon written notice to the Client at least seven (7) calendar days prior to the first booking date. The University of British Columbia will use reasonable efforts to identify an alternative rental venue that is acceptable to the Client. The Client is able to request a change to the existing booking at any time prior to seven (7) calendar days of the first booking date. Changes will be confirmed based on availability of space.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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 atorn to the jurisdiction of the courts of British Columbia and to comply with any orders or judgments issued thereby.

17. 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.

18. 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 SAMPLE Agreement and that SAMPLE Agreement will be held liable for any fees, charges and/or costs that result from this agreement.

Sample Meeting

Event/License #: **19194**

October 4, 2021 to October 4, 2021

Contract #: **19194-01**

On behalf of :

On behalf of :

SAMPLE Agreement

The University of British Columbia

Per: _____
(Authorized Signature)

Per: _____
(Authorized Signature)

(Printed Name & Title)

(Title)

Date

Date

SAMPLE