



This Agreement is between **THE UNIVERSITY OF BRITISH COLUMBIA**, a British Columbia university continued under the University Act, RSBC 1996, c 468, with an address at 224 - 6328 Memorial Road, Vancouver, BC V6T 1Z2 ("**UBC**") and the club/group (the "**User**")

Please take the time to read and review this document carefully, which consists of Specific Terms and Conditions, and General Terms and Conditions and the attached Schedule, altogether forming the "**Agreement**".

WHEREAS:

- A. UBC Faculty of Land and Food Systems has made the Kitchen Facilities available for occasional use, provided that such use will not interfere with the primary function for which the Kitchen Facilities were originally intended by UBC.
- B. The User has requested the use of the Kitchen Facilities.

SPECIFIC TERMS AND CONDITIONS

Kitchen Facilities

- 1. The Kitchen Facilities are comprised of the following:
 - (a) Food, Nutrition and Health Culinary Kitchen Facilities, FNH room 130; and
(the "**Kitchen Facilities**").

Booking

- 2. UBC grants the User the right to use the Kitchen Facilities during the period (the "**Booking**") as shown on confirmed bookings in the UBC Faculty of Land and Food System Booking System.

Fee

- 3. For the Booking the User will pay UBC in advance:
 - (a) a security deposit of \$300.00 (the "**Security Deposit**"). The Security Deposit will be refunded to the User after the Booking provided that the Kitchen Facilities are left a clean and orderly condition. If UBC FNH determines that the Kitchen Facilities require cleaning after the use by the User, the cost of such cleaning will be paid from the Security Deposit, and the remainder, if any, will be refunded to the User; and
 - (b) a fee of \$30/hr (the "**Fee**") and all other amounts payable under this Agreement whether or not designated as a Fee, plus applicable tax; and
 - (c) The group will be not be allowed to use any FNH rental until, at the earliest, the next year's September.

User's Initials



Safety Orientation and Knowledge Quiz Completion Required Prior to Booking

4. The booking and use of the facility will be not confirmed and will not proceed until the lead user of the student group completes the safety orientation and FNH 130 Use and Clean-up Quiz with 100% correct score. Completion of the orientation and the quiz is required once each year starting each September.

5. The User may direct questions regarding the Booking to: the FNH Admin Office by email at fnh.admin@ubc.ca

Acknowledgement of General Terms and Conditions

6. The User represents that it has read and will comply with the attached General Terms and Conditions.

User's Initials

The User hereby acknowledges having read this Agreement and agrees to be bound by all of the covenants, terms and conditions contained herein. The User agrees that if the conditions are not met by the group to the satisfaction of UBC Faculty of Land and Food Systems FNH Admin Office, use and booking by the group will be refused until, at earliest, the next September.

[User]

By:

Name (print clearly): [•]
Title: [•]

Receipt acknowledged by UBC Food, Nutrition & Health

By: FNH Admin Office

Name: [FNH Admin]
Title: [FNH Admin]

This agreement must be renewed each year. Expiry is August 30 of each year.

Date
signed: _____



GENERAL TERMS AND CONDITIONS, to the Land & Food Systems Kitchen Use Agreement

1. Interpretation

- 1.1. The headings in this Agreement are for ease of reference only and do not affect its interpretation.
- 1.2. Each capitalized term has the meaning given to it in this Agreement.
- 1.3. This Agreement is governed by the laws of the Province of British Columbia and the applicable laws of Canada.

2. Kitchen Facilities, Fee, Booking, Permitted Use

- 2.1. The parties agree that the preceding Specific Terms and Conditions describes the Kitchen Facilities, the Fee and the Booking.
- 2.2. UBC Faculty of Land and Food Systems grants the User the non-exclusive right to use the Kitchen Facilities in accordance with the terms of this Agreement. The User may only use the Kitchen Facilities for cooking instruction and teaching and no other purpose. If unforeseen circumstances make the Kitchen Facilities unavailable during the Booking, UBC will provide the User with reasonable notice and will either:
 - (a) cancel the Booking and refund the Fee and Security Deposit to the User; or
 - (b) reschedule the Booking to a mutually agreed upon time.

3. Conduct

- 3.1. The User will not engage in any activity which, in the sole opinion of UBC, harms or brings risk of harm to the reputation of UBC or any of its faculty, staff or students.
- 3.2. The User will maintain the safety and security of the Kitchen Facilities, and will conduct its activities in a manner that does not interfere with or harm the work of UBC faculty, staff or students, or other users in the Kitchen Facilities or elsewhere in the building. The User will ensure that its activities are carried out in a safe and prudent manner, and do not pose any risk of harm to any person.
- 3.3. The User is responsible for meeting any food safety certification and compliance requirements needed for the User’s use of the Kitchen Facilities, and will follow all applicable safe food handling laws and regulations. The User will provide UBC with a copy of their FOODSAFE certificate prior to the start of the Booking. Consumption of alcohol is prohibited.

User's Initials



4. **Use of Kitchen Facilities**

4.1. The User will, and will cause its employees, agents, contractors, invitees and others over whom the User can reasonably be expected to exercise control (the “**User Personnel**”) to comply with all laws relating to the use, operation or maintenance of the Kitchen Facilities, as well as observe UBC’s Rules and Regulations, and all such other rules, regulations and instructions that UBC may provide to the User. “**UBC’s Rules and Regulations**” means those rules, policies, procedures, bylaws and regulations passed by UBC from time to time, whether made before or after the date of this Agreement, which are applicable to the Kitchen Facilities, and the users thereof, and/or to the campus generally. Without restricting the generality of the forgoing, the User acknowledges that **smoking or consumption of alcohol is prohibited**.

4.2. The User will return the Kitchen Facilities to UBC clean and in good repair, condition and working order, except for ordinary wear and tear resulting from proper use thereof. The room sign-in and completion checklist must be completed and signed. Failure to return the facility in good condition and completion of the checklist will result in the club/group not having use of any FNH facilities or rental until, at the earliest, the next year’s September.

4.3. UBC Faculty of Land and Food Systems will provide the User with an orientation to the Kitchen Facilities. The User is responsible for ensuring that User Personnel are properly supervised and conduct their activities in the Kitchen Facilities in a safe and prudent manner. The User and User Personnel will not use any equipment in the Kitchen Facilities unless familiar with its safe use, or they have requested and received an orientation on the equipment by UBC.

4.4. The student club/group may only use the facility between 8:30AM-8:00PM Monday-Friday. The facility is not available on holiday dates or when the university is closed. The room must be cleaned, checklist completed, and vacated by the end of the booked time, or 8:00PM, whichever is earlier.

User’s Initials



5. **Indemnity and Limitation of Liability**

5.1. The User will indemnify and hold harmless UBC, its Board of Governors, directors, officers, employees, faculty, students, invitees and agents from any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including legal fees arising out of or in connection with or resulting from the use of the Kitchen Facilities by the User or the User Personnel, except where such loss or damage is caused by UBC's sole negligence.

5.2. The User hereby assumes and will bear the entire risk of loss and damage to the Kitchen Facilities arising from the use of the Kitchen Facilities by the User or User Personnel. In the event of loss or damage of any kind whatever to any item of the Kitchen Facilities, the User at the option of UBC will:

- (a) pay the cost of repairing the Kitchen Facilities and putting the same in good working order; or
- (b) pay to UBC the cost of replacing same with like Kitchen Facilities in good repair, condition and working order.

5.3. The User hereby releases UBC, its Board of Governors, directors, officers, employees, faculty, students, invitees and agents from all actions and claims whatsoever that the User may now or at any time in the future have with respect to use of the Kitchen Facilities, except where such loss or damage is caused by UBC's sole negligence. In no event will UBC or any of its faculty, staff, students, directors, officers, or employees be liable for any indirect, special, incidental or consequential damages of any kind incurred by the User.

5.4. UBC will not be liable for any failure to perform, in whole or in part, under this Agreement because such performance has become illegal, or impossible due to Acts of God, government regulations, disaster, civic disorder, strikes, or other job actions or emergencies.

6. **Attendees**

6.1. The leader of the club or group and all attendees must be current students or employees at UBC. No minors (anyone under the age of 19 years). All attendees must have their UBC Card and be willing to show it to FNH Office Admin staff.

User's Initials



7. **General**

7.1. Nothing contained in this Agreement is to be deemed or construed to create between the parties a partnership or joint venture. Neither party has the authority to act on behalf of the other party, or to commit the other party in any manner at all or cause the other party's name to be used in any way not specifically authorized by this Agreement.

7.2. All of the User's obligations under the terms of this Agreement and all of the indemnities hereof will survive the expiry or earlier termination of this Agreement.

7.3. The terms and conditions contained in this Agreement constitute the entire understanding between the parties. No modifications will be binding unless executed in writing by the parties.

7.4. If any provision of this Agreement is held to be invalid, illegal or unenforceable under any applicable statute or rule of law, the validity, legality and enforceability of the remaining provisions will in no way be affected or impaired.

7.5. No condoning, excusing or overlooking by either party of any default or breach of any term of this Agreement by the other party will operate as a waiver of the party's rights under this Agreement of any continuing or subsequent default or breach. No waiver will be inferred from or implied by anything done or omitted by a party except an expressed waiver in writing.

7.6. Neither party who exercises a specific right or remedy will be precluded from or prejudiced in exercising another right or pursuing another remedy or maintaining an action to which it may otherwise be entitled either at law or in equity.

7.7. This Agreement will not be assignable nor may the Kitchen Facilities be lent to or used by anyone other than the User or its employees without UBC's prior written consent, which consent is in UBC's absolute discretion.

7.8. This Agreement will be governed by and construed in accordance with the laws in force in the Province of British Columbia and Canada.

7.9. This Agreement may be executed by the parties in one or more counterparts, and may be delivered by facsimile, portable document format or other similarly secure electronic format, and all such counterparts will be deemed to be an original but all of which together will constitute one and the same document.

User's Initials

