

Booking Request Terms and Conditions

Definitions

“**Booking Request**” means submissions made directly to a DSA or, if applicable, via online booking request, for a specific space in order to request the temporary use of University space.

“**DSA**” means Designated Space Administrator listed on the [Designated Space Administrator List](#).

“**External User**” means persons, groups or organizations who are not members of the University and who wish to use University space.

“**Force Majeure**” means strikes, lock-outs, labour troubles, inability to procure materials, failure of power, restrictive Applicable Laws, riots, insurrection, war, act of God, unforeseen events or reasons beyond the control of a party or other reasons of a like nature but excluding, always, inability to procure funds.

“**Internal User**” means students and employees of the University with a valid University ID card, all academic and administrative units and all recognized student groups, who require access to and use of University space to conduct their University-related activities.

“**University**” means Concordia University.

1) External User

THE PROCEDURES AND TERMS AND CONDITIONS SET FORTH HEREIN DO NOT APPLY TO AN EXTERNAL USER.

2) Internal User

For an Internal User to request the reservation and temporary use of a University space, the Internal User must complete and submit a Booking Request. A Booking Request on behalf of a recognized student group must be submitted by a Student Organization Booking Officer recognized by the University. Reservations by a recognized student group will only be considered if the event date falls within the then-current academic year.

In order to make a Booking Request, students must be sponsored by a student group which is recognized by and in good standing with the Dean of Students as outlined in the Policy on the Recognition of Student Organizations and the Use of University Space ([VPS-10](#)) and the Policy on the Temporary Use of University Space ([VPS-24](#)). Reservations by a recognized student group will only be considered if the event date falls within the then-current academic year.

Reserved space may only be used by the individual or group which reserved it. It is prohibited to transfer a reservation to another individual or group without prior notice to, and written authorization from, the University or the DSA.

ANY FAILURE TO FOLLOW THE ABOVE PROCEDURE WILL AUTOMATICALLY RENDER A BOOKING REQUEST INVALID ALONG WITH THE CONFIRMATION, IF ANY, THAT SUCH BOOKING REQUEST WAS APPROVED.

The Internal User submitting a Booking Request for temporary use of space on Concordia University property (the “**Requestor**”) for an event or activity (the “**Event**”) understands and agrees that a Booking Request is subject to the University’s prior review and approval and that during this review and approval process:

- The University may, at its sole and absolute discretion, decline an Event or conditionally approve an Event based on the Requestor's respect of certain conditions. If such conditions are not met or, in all cases, if the information provided to the University by the Requestor is inaccurate or incomplete or if circumstances change, additional conditions for approval of the Event may be added or the approval of the Event rescinded at any time by the University, including during the Event, the whole at the University's sole and absolute discretion;
- At any time prior to the Event, the University may determine an alternate space for the Event and relocate the Event to such alternate space;
- Further information regarding the Event may be required in order to proceed with the approval of the Event. It is the sole and absolute responsibility of the Requestor to provide the University with accurate, complete and up-to-date information within the delay set forth by the DSA, and to inform the University of any new or relevant information regarding the Event that may occur after receiving approval from the University to hold the Event, failing which the request may be declined or the approval of the Event rescinded, as applicable;
- Note that any new or relevant information received after approval will entail a revision of the Event and, as such, the Event remains subject to an additional approval;
- The University may determine that Security is required during the Event, at the Requestor's cost;
- The University may determine at its sole and absolute discretion that the Requestor is required to procure and maintain, at the Requestor's sole expense and as a condition of approval of an Event, a public liability insurance policy, in an amount and at conditions acceptable to Concordia University for risks arising out of the Event or the use and occupation of the University space by the Requestor.

The Requestor recognizes and agrees that:

- Until the Requestor receives the University's written confirmation that its booking request is approved, the Event will not take place and the space is not booked;
- The Event location may not be advertised until receiving written confirmation of the booking of the space;
- The University reserves the right to suspend future booking privileges for any Requestor who fails to provide complete and accurate information when submitting the Booking Request or who fails to update such information as provided in this Booking Request;
- It will pay all Event-related costs and fees invoiced to it by the University;
- It must and will advise the University if registration fees or donation fees are charged to Event attendees, in which case the University may, at its sole discretion, charge the Requestor fees, in addition to any other fee payable hereunder, for the use of the Space;
- It will obtain the University's Media Relations Department's written approval prior to inviting media to the Event.
- The Requestor agrees and undertakes to be responsible for ensuring that all University policies (available at <http://www.concordia.ca/vpirsg/policies/>), regulations, rules, procedures and terms are followed by the Requestor and his/her/its agents, representatives, employees, officers, directors, governors and invitees, without limiting any Event-related policies, including, but not limited to:
 - Policy on the Temporary Use of University Space ([VPS-24](#))
 - Policy on the Recognition of Student Organizations and the Use of University Space ([VPS-10](#))
 - Security Policy ([VPS-20](#))
 - Policy on the Display of Posters ([VPIRSG-1](#))
 - Policy concerning Minors on Campus ([VPS-8](#))

Alcohol-related events

If the Requestor wants to serve/sell alcohol at the Event, the Requestor must:

- Ensure that the Event complies with the Policy on the Sale and Service of Alcohol on University Premises ([VPS-3](#))
- Complete and return to the DSA a "[Waiver Form for Alcohol Related Events](#)" at least twenty (20) business days prior to the Event. All requests to serve/sell alcohol at the Event may be refused at the sole and absolute discretion of the University and shall be subject to such conditions as the University shall communicate to the Requestor as well as to all applicable laws and regulations.
- Apply to the [Régie des Alcools, des Courses et des Jeux du Québec](#) ("**RACJ**") for an alcohol permit at least fifteen (15) days in advance of the Event as set forth in the "[Waiver Form for Alcohol Related Events](#)". If your event is held outdoors and it is open to the public, or for an event to be held on January 1, June 24, July 1 or December 25, applications must be submitted to RACJ at least thirty (30) days in advance of the event. It is the Requestor's sole and absolute responsibility to obtain any and all applicable permit(s).
- It is the Requestor's responsibility to comply with the Procedures for the sale and service of alcohol set out in the Waiver, as well as the regulations per the Alcohol Reunion permit.
- If the Requestor fails to secure the permit(s) from the RACJ, the sale or service of alcohol at the Event is not authorized by law and by the University.
- At least two (2) business days prior to the Event, submit to the DSA a copy of all alcohol permit(s) that are required.

All applicable waiver(s) and permit(s) must be posted and visible onsite at all times during the Event.

Food-related events

If the Requestor wants to serve/sell food at the Event, the Requestor must:

- Ensure that the Event complies with the Policy on Food or Beverage Service on University Space ([VPS-7](#))
- If the Event is catered, ensure that all food and beverage services are provided by the [University's approved caterers](#). Any costs incurred for catering will be paid by the Requestor.
- If the Event is self-catered, comply with [Procedures for Sale or Service of Food on Campus](#) and, if applicable, complete and return to the DSA a "[Waiver Form for Self-Catered Events](#)" and comply with the requirements described therein, including requesting and receiving all applicable permits, such as the Special [Event permit](#) from the *Ministère de l'agriculture, Pêcheries et alimentation de Québec* ("**MAPAQ**"). It is the sole and absolute responsibility of the Requestor to obtain all applicable permits.
- If the Requestor fails to secure any required permits, the Requestor will not be allowed to self-cater the Event.
- At least two (2) business days prior to the Event the Requestor must submit to the DSA a copy of all food permit(s) that are required.

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

Unless prior written authorization is granted by the University, at its sole and absolute discretion, food is not permitted in classrooms.

Minors on University Property

For the purpose of the present section, "**Minor(s)**" means any person or people under the age of eighteen (18) who is/are not a student(s) of the University.

The Requestor must for any Event involving Minor(s) on University space:

- At least thirty (30) days prior to the Event, the Requestor informs the University's Insurance Specialist of the Details of the Event by filling out a [Declaration of an Activity Involving Minor Children](#) and remitting such completed declaration to the Insurance Specialist;

- All parents of Minor(s) registering and/or attending the Event must, at least one (1) business day prior to the beginning of the Event, sign and submit to the Requestor, a waiver in favour of the University using the [Parental Waiver](#) form.

Charges and Limitation of Liability

The Requestor is responsible for all Event-associated charges (such as space rental, set-up costs, electrical, mechanical, Security support, applicable permits, theatrical and music rights and tariffs due as a result of the Event, cancellation fees, late fees, catering, cleaning costs, if any, following the Event, etc.), any theft or damage to University property. If the Event is cancelled, the Requestor shall be responsible for all Event-related costs incurred by the University at time of cancellation, and for any and all applicable cancellation fees.

The Requestor is responsible for and undertakes to indemnify and hold harmless the University from and against any and all liability, suit, action, dispute, investigation, claim, arbitration, order, summons, citation, directive, ticket, charge, demand or prosecution, whether legal or administrative or any other proceeding (“**Claim**”) of any nature whatsoever, and any expenses or, in respect of any Claim 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 (including all legal and other professional fees and disbursements, interest, penalties and amounts paid in settlement) arising as a consequence of that Claim or matter, (“**Damages**”) incident thereto, whether for injuries to persons or loss of life or loss or damage to property occurring on, in or around University property and arising out of the use and/or occupancy thereof by the Requestor and/or its invitee(s) or as a result of any infringement, violation or misappropriation of any third party’s right, including without limitation any intellectual property right or arising out of any breach of the Requestor’s obligations hereunder. For greater certainty and without in any way limiting the generality of the foregoing, in no event shall the University be liable for any indirect, special, incidental, consequential or punitive Damages or for loss of profits, regardless of the form of Claim, even if the University has been advised of the possibility of such Damages.

If the University, without fault on its part, should be made a party to any Claim commenced by or against the Requestor, then the Requestor shall protect, indemnify and hold the University harmless and shall pay all costs and expenses and legal fees incurred or paid by the University in connection with such Claim. The Requestor shall also pay all costs, expenses and legal fees that may be incurred or paid by the University in enforcing the terms, obligations and conditions of this agreement.

In addition, the Requestor acknowledges and understands that he/she/it has the sole and absolute responsibility for any damage to property or injuries or death to persons caused directly or indirectly by the Requestor’s activities in, on or around the University property and at the Event.

Cancellation due to Force Majeure

The University has the right, at any time, to cancel a booking and/or the Event due to Force Majeure. In such circumstances, any amounts paid by the Requestor to the University for the booking which has been cancelled will be credited or refunded in full to the Requestor, unless an alternate University space has been offered to the Requestor and the Requestor has refused such space.

Information and Event

By submitting a Booking Request the Requestor hereby certifies that all the information he has submitted to the University, as well as the information about the intended use of the space, is true, complete and accurate.

Default

Failure by the Requestor to fully comply with its obligations hereunder may result in refusal of the booking request, delays in approval of the use of space or the cancellation of the Booking Request without notice, without any liability and prejudice to any other rights the University may have, hereunder or at law, including the suspension of future reservation privileges.

Booking Terms_Conditions (OGC rev 2012-10-11)