

External Booking of University Facilities

Policy Name:	External Booking of University Facilities Policy		
Policy No:	7.5	Approval Authority:	Senior Management Team
Volume	7, Office of University Relations	Responsible Party:	Associate Vice-President University Relations; Director of Facilities Management
Chapter	5, External Booking of University Facilities Policy	Responsible Office:	University Relations Office; Facilities Management Office
Originally issued:	September 2015	Revisions:	

Policy Statement

The purpose of this policy is to provide guidelines for the use of University facilities and set priorities for space allocation for internal use and by external organizations or individuals in cases where the proposed use is compatible with the mission and policies of the University and does not interfere with normal University requirements.

Reason for Policy

These guidelines require responsibility in order to mitigate risk and protect the legal and academic interests of the University. NSCAD understands the importance of outreach and opening its doors to the community as a way of communicating its role in the cultural and educational fabric of the region. This outreach must be tempered by NSCAD's priority of providing the best possible academic environment for students, faculty and staff and managing institutional risk.

Policy Applies to

- All departments of the University
- Any non-University organization wishing to use NSCAD facilities

Who Should Read this Policy

- All department heads, faculty and staff involved in space allocation
- Individuals wishing to offer NSCAD space to non-University users
- Students, as applicable
- Any non-University organization wishing to use NSCAD facilities

Contacts

Approval Authority: NSCAD Senior Management Team

Detail on policy meanings and application: Office of Facilities Management, facilities@nscad.ca, 902-494-8215
University Relations Office, 902-494-8175, universityrelations@nscad.ca,
<http://nscad.ca/en/home/abouttheuniversity/administration/officeofuniversityrelations.aspx>

Definitions

Deposit:	Fifty percent of user fee paid to NSCAD
External events:	When the majority of participants are not NSCAD Faculty, Students or Staff
Multimedia:	Multimedia Office of NSCAD
NSCAD University:	The University
Service Centre:	Contact Sonya Diamond
Space:	Any physical location in the Fountain, Port or Academy Campus
User:	Applicant or client for the space

The Policy

1. Priorities in the Allocation of University Space
 - 1.1. Priority for space allocation is given in the following priority order:
 - 1.1.1. Academic credit courses;
 - 1.1.2. Academic, Extended Studies and Research;
 - 1.1.3. Academic, non-core and UR Sanctioned Events;
 - 1.1.4. Internal requests, non-sanctioned requires additional insurance;
 - 1.1.5. Approved University activities (University sponsored functions, conferences, FUNSCAD and SUNSCAD-sponsored activities)
 - 1.1.6. Non-University bookings
 - 1.2. If space is earmarked for the first three activities listed in 1.1, then the non-University booking requests will be denied.
2. Responsibilities
 - 2.1. NSCAD University is responsible to:
 - 2.1.1. For any non-University booking request, Facilities Office in consultation with Finance, University Relations and Academic Affairs will conduct a risk analysis;
 - 2.1.2. Ensure its various licenses and permits that relate to the space in question are temporarily suspended. Facilities Office must advise the Service Centre a minimum of 2 weeks prior to the event. All requests must be filed 30 days in advance. A letter of approval will be sent to the User for security access once the deposit identified herein is received.
 - 2.1.3. Notify Security when the application is approved.
 - 2.2. Non-University users are responsible to:
 - 2.2.1. Obtain insurance coverage with a minimum of 2 Million as per legal agreement in appendix;
 - 2.2.2. Cover costs for security, cleaning, multimedia as indicated by NSCAD in writing;
 - 2.2.3. Pay a deposit of 50% of expected costs, payable to NSCAD University before final approval;
 - 2.2.4. Apply for any permit special licenses;
 - 2.2.5. File a formal service request with the Facilities Office that identifies security and maintenance requirements;

- 2.2.6. Obtain any necessary licenses or permits to cover the event activities planned;
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3. Terms and conditions applicable to the booking of University space
 - 3.1. University Trademarks
The use of all University trademarks, trade names, logos, designs, symbols and service marks belonging to the University is forbidden unless a written authorization is obtained in advance from the Office of University Relations.
 - 3.2. Signage, Posters and Advertising
Except for the purpose of describing the location of the event, the words “NSCAD” or “NSCAD University” must not appear in any advertising or notices with regard to the event. All signs, banners, posters and notices must be removed immediately after the event.
 - 3.3. Government Fees and Licenses
The User is solely responsible for and shall immediately pay when due any and all license fees, permit fees, assessments and taxes that may be imposed by any government or government agency whether federal, provincial or municipal with regard to the licensee’s use of the rooms or facilities.
 - 3.4. Copyright and Trademarks
The User is solely responsible for obtaining all licenses with regard to the use of copyrighted music, dramatic or other works in the rooms or facilities and the User shall immediately pay when due any and all royalties, fees and costs arising from the use of such works and from the use of any patented, trademarked, or franchised articles, devices, or processes in or on the rooms or facilities.
 - 3.5. Cancellation of Booking by User
 - 3.5.1. A booking may only be cancelled by giving notice in writing to the University and the User remains liable for payment of a cancellation fee in accordance with the following schedule. Where written notice of cancellation is received by the University:
 - 3.5.1.1. At least three weeks prior to the event, the cancellation fee is \$50 (including HST);
 - 3.5.1.2. Less than three weeks but more than 48 hours prior to the event, the cancellation fee is 50% of the full rental fees;
 - 3.5.1.3. Where notice of cancellation is not received until less than 48 hours before the event, the University is entitled to full payment of the rental charges.
 - 3.6. Extra Services
 - 3.6.1. Extra services are available to Users of University space as follows and will be billed to the User at the rate in effect at the time of the booking of the event:
 - 3.6.1.1. Audiovisual equipment requests must be made well in advance of the required service. Use of such equipment is subject to availability and the policies and procedures of NSCAD’s Multimedia Centre. Users are permitted to bring in external service providers.
 - 3.6.1.2. Catering must be arranged by the User through an external service provider.
 - 3.6.1.3. Cleanup costs beyond normal maintenance are charged to the User.
 - 3.6.1.4. Security costs beyond normal safeguarding of the premises are charged to the User.
 - 3.6.1.5. Setup Rooms are rented on an “as is” basis. Additional setup charged to the User.
 - 3.6.1.6. SOCAN or other recording fees are the responsibility of the User.

3.7. Indemnity

3.7.1. The University normally requires the User to indemnify NSCAD University, its representatives, employees and agents against any and all claims, demands, actions, suits and costs arising out of any act or omission of the User and its employees and agents; from any and all loss of or damage to the space or to any property of the NSCAD University contained in the space from any cause in any way connected with the use of the space by the User; reasonable wear and tear and damage by fire, explosion, lightning, or tempest only excepted. For any event that involves a significant amount of risk for the University, the University Controller should be consulted as to whether or not an indemnification should be provided and in what amount. If in doubt as to whether to consult, err on the side of caution.

3.8. Liability

NSCAD University is not responsible for damage to or loss of personal effects or equipment, nor injury to the User or any persons in attendance at any event organized by non-University Users. Any damage to equipment or property as a result of the User's event will be the sole responsibility of the User.

3.9. Liquor

The possession or serving of alcohol is governed by the Nova Scotia Liquor Control Act and appropriate licenses must be secured with any fees the responsibility of the User.

3.10. Safety and Emergency Procedures

Public safety is the responsibility of the User, who will comply with all applicable statutes, regulations and by-laws whether federal, provincial or municipal, including all fire regulations. If the event cannot be completed due to emergency, the University will, at the request of the User, endeavour to provide the User with alternative facilities or return the User's deposit. The User shall waive any claim for damages or compensation from NSCAD University.

3.11. Smoking

Smoking is not permitted in any University building.

3.12. Extraordinary Charges

Extraordinary charges will be levied when a User fails to comply with this policy and the charge will be equal to double the Rental fee for the said space. Furthermore, should the University learn, prior to the event, that the User booking the space has knowingly provided false information concerning the nature of the event, the University may cancel the booking and retain all deposits that have been paid to reserve the space.

3.13. Force Majeure

The University has the right, at any time, to cancel a booking due to Force Majeure. In such circumstances, any amounts paid by the User to the University for the booking that has been cancelled will be credited or refunded in full to the User. In such circumstances the University will not pay any form of damages to the User.

4. Compliance

4.1. Failure to comply with this policy may result in disciplinary action, up to and including termination, in accordance with the relevant collective agreement or employment guidelines. NSCAD also retains the right to pursue any action, including criminal prosecution and civil remedies, when misuse of its information or resources is suspected either during the course of employment or after the termination of employment.

- 4.2. This policy is intended to be complementary to other policies and collective agreements governing the conduct of faculty and staff. In situations where this policy may be in conflict with Collective Agreements, the Collective Agreements shall prevail.

Forms and Tools

Legal agreement As attached.

Application Form As attached.

Appendix

1. Application for facilities use
2. Facilities rental legal agreement

Application for Use of Facilities NSCAD University

Campus: Granville ☐ Port ☐ Academy ☐

Type of Space required e.g.: Board room, seminar room, class room, etc.)

Organization or Group Name (the User)

Commercial ☐ Educational ☐ Non-Profit ☐ Other ☐

Contact Person/Individual Responsible:

Name:

Address:

Email:

Office:

 Mobile:

 Home:

Legal Waiver Completed and Attached: Yes ☐ No ☐

Proof of Liability Insurance is Attached: Yes ☐ No ☐

Number of Persons Occupying the Space (s):

(May not exceed the maximum permitted by city ordinance)

Purpose for which the space is to be used:

Dates (s) required:

Time Required:

 to

Please indicate if alcohol will be served: Yes ☐ No ☐

Will you be charging an Entrance Fee: Yes ☐ No ☐

If yes, specify:

Will Any Equipment be brought on Campus?

If yes, specify:

Will there be a need for any special equipment or facilities from the University (projectors, etc.)?

If yes, specify:

Summary of Billing

Rental Fee	\$
Additional Facilities Setup	\$
Audio Visual Fees	\$
Student Assistants	\$
Security	\$
Sub TOTAL	\$
15% HST	\$
BILLING TOTAL	\$
<p>50% of the Billing Total is due upon approval of booking. This Summary of Billing is not the final invoice. A final invoice will be issued, calculating any extraordinary charges levied.</p>	

Forms and Tools

External Space Use Legal Agreement

Acknowledgement of Policy form <http://xxxxx>

Proof of Insurance form <http://xxxx>

Booking Request form <http://xxxxxx>

Acknowledgement

I have received, read and understand the *External Booking of University Space Policy* and completed the application.

I understand that it is my responsibility to follow and ensure adherence to NSCAD University's policies, including but not restricted to the *External Booking of University Space Policy* and all federal, provincial and municipal laws and by-laws.

User (print name)

Signature

Date

Authorization

Office of Facilities	Signature	Date
Office of University Relations	Signature	Date
Office of Academic Affairs	Signature	Date
Finance Office	Signature	Date

Deposit paid: Date:

RFW: Internal Billing Account Number:

Contact
Facilities Coordinator
5163 Duke Street, 2nd floor
Halifax, NS B3J 3J6
facilities@nscad.ca

**NSCAD UNIVERSITY
SPACE USE AGREEMENT**

Date: September 1, 2015

BETWEEN: XXXXX

(hereinafter referred to as the Resident")

AND: NOVA SCOTIA COLLEGE OF ART AND DESIGN

(hereinafter referred to as NSCAD)

AND

(hereinafter referred to as Guarantor)

Whereas the Resident wishes to lease space and or to have access to a NSCAD studio or equipment at XXXXXXXX which is owned by NSCAD.

WITNESSETH that in consideration of \$10.00 receipt of which is acknowledged NSCAD:

1. leases to the Resident approximately XXXXX square feet at XXXX (hereinafter referred to as "the Building") as shown on the plan attached hereto as Schedule "A" (Herein after referred to as the "demised Premises).

2. access to XXXXXXXX studio and the use of the equipment therein on the following terms and conditions.

2.00 DEPOSIT

2.01 The Resident submits with this Agreement the sum of _____ (\$_____) as a deposit which will be held in Trust by NSCAD, to be applied without interest against any damages to the property of NSCAD as a result of the residents occupancy or use of the property or equipment. If after the end of the agreement NSCAD determines that the demised premises or the equipment is in good order the deposit will be returned to the Resident.

2.02 In the event that there is loss or damage NSCAD shall be entitled without notice to apply the deposit to the loss or damage without waiving its right to make further claim against the resident with respect to the loss or damage.

3.00 TERM

3.01 The Term of the Agreement shall be for a period of 1 year commencing on the ____ day of _____, 2015 and terminating on the ____ day of _____, 2016. If it is determined that the Resident is not utilizing the demised premises or is not using it in accordance with the terms of this Agreement, NSCAD has the right to terminate the Resident's use of the space or equipment without notice. For certainty if the premises are not used for a two week period or NSCAD receives a Notice of Bankruptcy they will be deemed "not used".

4.00 BASE RENT or CHARGE

4.01 Base Rent for the demised premises or Charge for access to the studio or equipment for the Term is \$ _____ per _____ plus HST. This price excludes the costs of security, cleaning, audio visual, photocopier and printing services, internet, telephone services, and garbage and waste removal.

5.00 “AS IS WHERE IS”

5.01 The Resident shall occupy the Demised Premises or the studio or use the equipment on an “as is where is” basis. All improvements to the demised Premises shall be to the account of the Resident and must be pre-approved in advance by NSCAD. The Resident acknowledges that the Demised Premise may not be wheelchair accessible.

5.02 The Resident shall make no demands on NSCAD with respect to the demised premises, the studio or equipment or the operation of the common areas of the Building. Nor shall NSCAD be required to make any changes, physical or operational to the common areas or the Demised premises, the studio or equipment to accommodate the Resident.

6.00 HOURS OF OPERATION AND ACCESS

6.01 The Resident may use the demised premises at any time, however there shall be no guests or customers of the Resident in the demised premises outside of the normal operation hours of the building being 9:00 a.m. to 5:00 p.m. Monday to Friday.

6.02 The studio or equipment may only be used by the resident during normal operation hours unless express permission to use at other times has been given by NSCAD.

6.03 The Resident will be provided with key card access to the building and the demised Premises. Key cards are the responsibility of the Resident and are non-transferable. The Resident is required to submit a list (as well as any updates) of the Resident’s employees, who will be assigned the key access, to the Director of Facilities at NSCAD University or the Superintendent of the building. The Resident shall not change any locks in any area. Keys to common areas shall not be duplicated. All key and card access must be coordinated by NSCAD. The Resident shall be responsible for securing the building after all activities occurring after hours.

7.00 PERMITTED USE OF DEMISE PREMISES

7.01 The Resident will use the Demised Premises or the studio only for the purpose of conducting the business of a _____ and shall operate such business continuously throughout the Term of this Agreement and shall not carry on any other business in the Demised Premises or operate the business under any other name without the permission of NSCAD.

7.02 The Resident agrees not to interfere in any way with the operations and/or class scheduling of the University or other residents in the Building.

7.03 The Resident shall conduct its operations within the Demised Premises or the studio so as to not cause odors, noise or dust, or other nuisance that would affect in any way NSCAD’s operations or that of NSCAD’s other residents. The Demised Premises will be checked periodically by NSCAD to ensure appropriate use and safety. If it is determined that the Resident is not utilizing their designated space or is using it inappropriately NSCAD has the right to terminate the Residents use of the space without notice. Overnight sleeping is not permitted in any part of the Building.

8.00 MAINTENANCE AND IMPROVEMENTS

8.01 The Resident shall keep the Demised Premises in a reasonable state of repair and cleanliness at all times.

8.02 Any refuse, waste and recyclables are to be disposed of at the Resident's cost and according to the HRM guidelines.

8.03 The resident shall not make improvements or alterations to the Demised Premises without the written consent of NSCAD. All damages to the premise (floors, furniture, walls, equipment, locks) or damage caused either directly or indirectly by the resident, or employees or guests of the Resident are the responsibility of the Resident. The Resident may be assessed the cost of repairs, replacement and/or fines for the damage.

8.04 For safety and appropriate maintenance, NSCAD policy requires that facilities staff approve and hang or fasten any items to walls, ceilings and/or floors (no hanging items from pipes or sprinklers).

8.05 All maintenance, operating costs or improvement costs of the Demised Premises shall be at the expense of the Resident. The Resident shall provide at its own expense regular upkeep and security of the premises including cleaning, garbage removal. Telephone and internet and any other infrastructure requirements shall also be at the expense of the Resident.

8.06 At the termination of this agreement all improvements made by the resident shall remain and become the property of NSCAD unless NSCAD requires the improvements to be removed.

9.00 RESIDENT'S INSURANCE REQUIREMENTS

9.01 The Resident shall at its own expense, insure its fixtures, stock in trade, plate glass in retail locations, and other chattels or systems in or serving the Demised Premises, including its improvements for the full replacement value and maintain public liability insurance naming the Resident and NSCAD as insured in an amount not less than \$3,000,000. The Resident shall maintain such other coverage in such amounts as may be reasonably required by the NSCAD. The Resident's insurance policy shall be subject to review by the NSCAD to confirm the coverage is adequate for NSCAD. Resident must confirm to the NSCAD in writing at the occupancy date and thereafter annually on the anniversary of the occupancy date, that the Resident's insurance coverage is sufficient to cover injury to the Resident's occupants and NSCAD's students. On all policies, the NSCAD, its agents, representatives, and the NSCAD's mortgagee shall be named as additional insureds.

9.02 Resident must confirm to NSCAD in writing at the occupancy date and thereafter annually on the anniversary of the occupancy date, that the Resident's insurance coverage is sufficient to cover the indemnification clauses.

10.00 USE OF EQUIPMENT or STUDIOS

10.01 The resident and employees of the resident may use the equipment or studios identified in Schedule _____ on the following terms and conditions:

1. The equipment or studios may only be used during operating hours and when supervision is present unless another arrangement has been expressly agreed to.

2. The Resident and employees and guests of the Resident agree to abide by all rules with respect to the use of equipment or studio.
3. The Resident shall be responsible for any damage done to the equipment or studio by the Resident or employees of the Resident however it shall be done.
4. Students of NSCAD shall have priority with respect to the use of the studio or equipment and the Resident or employees or guests of the Resident shall not interfere with the students use.
5. Guests of the Resident shall not use any equipment owned by NSCAD unless express permission has been given by NSCAD.
6. The resident shall hold harmless NSCAD its employees and Board of Governors and employees with respect to any damage or loss that the resident or its employees may incur while using the equipment or studio.

11.01 ENVIRONMENTAL

11.01 Neither the Resident or the Employees or Guests of the Resident shall use or bring onto the Demised Property any environmentally hazardous material without the expressed written consent of NSCAD. The Resident agrees to be responsible for all environmental matters arising out of its occupancy during the Term as outlined in Schedule "D" and shall indemnify and save NSCAD harmless with respect thereto.

12.00 ASSIGNMENT AND SUBLETTING

12.01 This Agreement may not be assigned nor may the demised premises be sublet by the Resident.

13.00 INTERACTION WITH STUDENT OCCUPANTS OF THE BUILDING

13.01 The Resident acknowledges that the demised premises, studio and or equipment are located in a education facility where students of all ages are present. There shall be no intermingling of the Resident, employees or guests of the Resident with the students of NSCAD or students of other residents..

13.02 The Resident must ensure student minors do not enter into the Demised Premises if they are exclusive use areas.

13.03 Resident shall agree to reasonable rules as established by NSCAD to control the interaction of the Resident or guests or employees of the Resident.

14.00 INDEMNIFICATION

14.01 The Resident shall hold harmless and indemnify NSCAD, its employees and Board of Governors against;

1. any claim which is in part or in full related to actions of the Resident or guests or employees of the Resident including but not limited to breach of this agreement or rules of NSCAD by the Resident;
2. any claim action, damages in connection with loss of life, personal injury or damage to property or loss of property arising from any occurrence related

directly or indirectly to the actions or omissions of the Resident, or guests or employees of the Resident in or upon or at the Demised Premises.

3. any claims for economic loss however caused including but not limited to the resident for whatever reason not having access to the demised premises, studio or equipment.

14.02 This indemnification shall include all legal costs on a solicitor client basis and any other costs incurred by NSCAD, its employees or Board of Governors with respect to any claims made against NSCAD its employees, or Board of Governors.

15.00 FACILITY RULES

15.01 Rules and Regulations adopted and promulgated by NSCAD before or after the signing of this agreement concerning the building common areas, studio spaces and equipment or the demised premises are hereby made part of this agreement and the resident agrees to comply with and observe the same.

15.02 Signage- The Resident may, at its own expense, install and maintain signage subject to NSCAD's prior approval as to design, size and location and in accordance with NSCAD's requirements and the regulations as set out by the Halifax Regional Municipality including Heritage guidelines.

15.03 Washrooms – The Resident shall have the use of the washrooms as identified in the attached plan. The Resident shall be responsible to assist with the costs of cleaning of these washrooms and the related supplies. No other washroom facilities shall be used by the Resident's.

15.04 Parking – The Resident must not park in the parking lots surrounding the premises unless arrangements are made to use parking space

15.05 Guests of Resident – The Resident is responsible for all guests' behaviors and actions while within the Demised Premises common areas and studios, ensuring they abide by all procedures, as described within this agreement and are supervised by the Resident at all times while in the Building. The number of people in the Demised Premises and any common area shall not exceed the maximum allowable in accordance to fire and building codes. The Resident is required to notify NSCAD in writing if planning to have guests in the space. The Resident shall provide responsible and adequate supervision and control noise and behaviour in and around the common area for all activities.

15.06 Smoke Free Environment -- As per HRM Bylaws, the Building is a smoke-free environment.

15.07 Internet, Phone, Garbage Removal, Cleaning and Security Services –The Resident is responsible for the costs of operating in the space including internet, phone services, garbage and recycling removal and cleaning. In addition, any other services and expenses relevant to the use by the Resident and not mentioned in this Agreement are the responsibility and expense of the Resident.

15.08 Regulatory Body - The Resident warrants that at all times and at their cost, it will meet all terms and conditions of its regulatory bodies during the term of the Agreement and for any renewal period thereof. The Resident must be in compliance, at all times, with federal, provincial, municipal laws, building and fire codes, criminal codes, privacy legislation as well as policies and procedures of NSCAD University.

15.09 Alcohol or Illegal Drugs - There shall be no illegal drugs on the premises. There shall be no alcohol on the premises except as officially arranged and approved by NSCAD and under license.

15.10 Damage to NSCAD's Property - Any malfunctions, loss or damage of NSCAD's furnishings, equipment or property must be reported immediately to NSCAD. Repairs and other maintenance will be arranged by NSCAD. NSCAD reserves the right to charge back any associated costs if it is deemed to be either directly or indirectly the fault of the Resident or guests or employees of the Resident.

16.00 EARLY TERMINATION

16.01 NSCAD reserves the right at any time during the term of this Agreement or any renewal term to terminate this agreement for whatever reason with one month's written notice. The Resident will only be responsible for the payment of rents or charges plus HST to the date the Resident vacates the building after notice is given plus and any operating costs for the period of time the Demised Premises is occupied to the date the Resident vacates the building.

17.00 DEFAULT AND RIGHT TO RE-ENTER

17.01 In event of any failure of Resident to pay any rental or charge due hereunder within five (5) days after the same shall be due, or any failure to perform any other of the terms, conditions or covenants of this agreement to be observed or performed by Resident, or if Resident or any guarantor of this agreement shall become bankrupt or insolvent or file any Proposal under the Bankruptcy Act or similar legislation, or if a Receiver is appointed of all or a portion of Resident's or guarantor's property or Resident makes a sale in bulk, or if Resident shall abandon or commence to take steps whereby NSCAD may reasonably assume Resident intends to abandon the Demised Premises, or suffer this Agreement or any of its assets to be taken under any writ of execution, or if re-entry is permitted under any other terms of this Agreement, NSCAD may re-enter and remove the Resident's property and store it elsewhere at the cost of and for the account of Resident, all without service of notice or resort to legal process and without being deemed guilty of trespass, or becoming liable for any loss or damage which may be occasioned thereby. Re-entering the demised premises shall not effect NSCAD's ability to collect unpaid rent for the balance of the rental term.

17.02 Should NSCAD elect to re-enter as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for, it may either terminate this agreement or it may from time to time without terminating this Agreement, make such alterations and repairs it deems necessary in order to re-let the Premises and re-let said Premises or any part thereof for such term conditions as NSCAD in its sole discretion may deem advisable, the costs of such re-letting shall be paid by the Resident including brokerage and solicitors fees.

17.03 In case of removal by Resident of the goods and chattels of Resident from the Demised Premises, NSCAD may pursuant to this agreement and the Distress for Rent Act follow same to whatever place the same have been taken and shall be deemed to have the right to remove the same and place them under distress and in so doing remove any locks or open any doors for the same, the costs or any claim of damages arising therefrom shall be payable by the Resident.

17.04 Resident agrees, and notice is hereby given to all other persons that any Debenture, Chattel Mortgage, Bill of Sale, Assignment or other instrument which shall purport to give priority to any person on any chattel of the Resident brought on the Demised Premises shall be null and void against NSCAD pursuing distress for rent against the Resident.

18.00 GENERAL

18.01 Time shall be of the essence of this Agreement.

18.02 This Agreement shall be governed by and construed in accordance with the laws of the Province of Nova Scotia.

18.03 The waiver by NSCAD of any breach of a term, covenant rules or conditions herein contained shall not be deemed to be a waiver of the right to subsequently enforce such term, covenant, condition or rule.

18.04 Any legal costs arising from breach of any covenant, term, condition or rule by the Resident shall be recoverable by NSCAD against the Resident on a solicitor and client basis.

19.00 NOTICES

19.01 Any notice required or permitted under this Agreement may be given to the following addresses:

To NSCAD:
Nova Scotia College of Art & Design
c/o Greenwood Lane Inc.
1496 Lower Water Street, Halifax, Nova Scotia
B3J 1R9

To the Resident:
XXX
Address XXX
XXX
Halifax, Nova Scotia
B3L 1K7

19.02 Notice shall be sufficiently given if delivered or if sent by prepaid registered mail or courier from any place in Canada to such addresses; any notice delivered shall be deemed to have been given when delivered and any notice so mailed shall be deemed to have been given on the third day after mailing. Provided, however, that in the event of an interruption of mail services at the time of such mailing or within three days thereafter by reason of strike or other cause, the notice shall not be deemed to have been received until it is actually delivered, whether by mail or otherwise.

20.00 ELECTRONIC TRANSMISSION

20.01 Acceptance of this Agreement may be communicated by facsimile transmission of an accepted Space Use Agreement to Agreement or by delivery of such facsimile without limiting other methods of communicating acceptance available to the parties.

21.00 SCHEDULES

20.01 Schedule "A" and Schedule "D" attached hereto shall form part of this Agreement.

22.00 NO OTHER AGREEMENTS

22.01 The Resident acknowledges that there are no agreements, representations, warranties or conditions relating to the Demised Premises or the subject matter of this Agreement (express, implied, collateral or otherwise) except as are contained in this Agreement.

23.00 CONFIDENTIALITY

23.01 Neither the Resident nor NSCAD shall disclose the terms or the existence of this Agreement to any third party (except their agents, consultants or prospective lenders) without the prior written consent of the other party, provided that each party shall be entitled to make such disclosure to the extent required by law and regulation rules or policy of any regulatory body or internal policy, in which case the disclosing party shall notify the other prior to making such disclosure.

24.00 BINDING AGREEMENT

24.01 NSCAD and the Resident agree that this Agreement is legal and binding once signed by the Resident or its the authorized officers and accepted and signed by the authorized officers of NSCAD.

24.02 By signing below, s the Resident, do hereby accept responsibility for adhering to all of the above terms of this Agreement and the policies of NSCAD University. We understand and agree that failure to comply with any or all of the above may result in fines and the immediate loss of the use of the Demised Premises studio or equipment.

25.00 GUARANTOR

25.01 In consideration of other valuable consideration and the sum of One Dollar (\$1.00) of lawful money of Canada, the receipt whereof is hereby acknowledged, the said Guarantors, covenants and agrees for themselves and their respective heirs, executors, administrators and assigns, as the case may be, that the Resident will duly pay and satisfy all moneys at any time required to be paid by this Agreement and will duly perform and observe all covenants, agreements and provisos in this agreement ; and further, that the Guarantors shall be considered as primarily liable to NSCAD and shall not be released nor shall the liability hereunder of the guarantors be limited or lessened by any variation in or departure from the provisions of this Agreement, nor by NSCAD granting time, taking or giving up securities, accepting proposals, granting agreements or discharges, or otherwise dealing with the Agreement, the parties hereto or any of them or with any other person or persons nor by any other thing whatsoever either of a like nature to the foregoing or otherwise whereby as sureties only the Guarantor would or might be aggrieved, and NSCAD shall not be bound to exhaust its recourse against the Resident or against any other person or persons before enforcing its rights against the Guarantor.

IN WITNESS WHEREOF the Resident has duly executed this Agreement as follows:

Executed by the Resident, dated at _____ this ____ day of _____, 2015.

SIGNED, SEALED & DELIVERED

in the presence of:

Witness

)
)
)
) _____ seal
)
) _____ seal
) Resident Signature
) XXXX
) I/We are legally authorized to bind
) the company

Executed by the Nova Scotia College of Art & Design, dated at _____
this ____ day of _____, 2015.

SIGNED, SEALED & DELIVERED

in the presence of:

Witness

) Nova Scotia College of Art & Design
)
)
) _____ Seal
)
) _____ seal
) NSCAD Signature

SCHEDULE 'A'

Description of the demised premises

SCHEDULE 'D'

ENVIRONMENTAL

Environmental Representations and Warranties: The Resident represents and warrants to the NSCAD, and acknowledges that the NSCAD is relying on such representations and warranties in entering into this Space Use Agreement, that as of the date of this Space Use Agreement:

- i. except as disclosed to the NSCAD in writing, the Resident is not, and has never been, subject to any charge, conviction, notice of defect or non-compliance, work order, pollution abatement order, remediation order, or any other order or proceeding under any Environmental Laws; and
- ii. except as disclosed to and approved in writing by the NSCAD, the Resident's operations on the Demised Premises will not involve the sale, storage, manufacture, disposal, treatment, generation, use, transport, refinement, processing, production, remediation, reagreement into the Environment of, or any other dealing with, any Contaminants / Hazardous Materials.

Condition of Demised Premises: The Resident acknowledges and agrees that the NSCAD has made no representations or warranties with respect to the environmental condition of the Demised Premises and is leasing the Demised Premises to the Resident under this Space Use Agreement on an "as is, where is" basis with respect to its environmental condition.

Use of Contaminants / Hazardous Materials: The Resident shall not use or permit to be used, any part of the Demised Premises for the sale, storage, manufacture, disposal, treatment,

generation, use, transport, refinement, processing, production, remediation, reagreement into the Environment of, or any other dealing with, any Contaminants/ Hazardous Materials, without the prior written consent of the NSCAD, which consent may be unreasonably and arbitrarily withheld. In no event shall the Resident dispose of, handle, treat, or reagreement a Contaminant / Hazardous Materials in a manner that, in whole or in part, causes the Demised Premises or any adjacent property to become a contaminated site under Environmental Laws.

Compliance with Environmental Laws: The Resident shall promptly and strictly comply, and cause any person for whom it is in law responsible (including, without limitation, its officers, directors, employees, agents, contractors and sub-contractors) to comply, with all Environmental Laws regarding the use and occupancy of the Demised Premises under or pursuant to this Space Use Agreement including, without limitation, obtaining all required permits or other authorizations.

Evidence of Compliance: The Resident shall promptly provide to the NSCAD, a copy of any environmental site assessment, audit, or report relating to the Demised Premises conducted by or for the Resident at any time before, during, or after the currency of this Space Use Agreement. The Resident shall, at its own risk and expense, upon the NSCAD's request from time to time, if in the opinion of the NSCAD there is reasonable belief that an environmental incident has occurred, obtain from an independent environmental consultant approved by the NSCAD, an environmental site assessment of the Demised Premises or an environmental audit of the operations at the Demised Premises, which shall include any additional investigations as the environmental consultant may recommend. The Resident shall, at the NSCAD's request from time to time, if in the opinion of the NSCAD there is reasonable belief that an environmental incident has occurred, provide the NSCAD with a certificate of the President or Secretary of the Resident certifying that the Resident is in compliance with all Environmental Laws and that no adverse environmental occurrences have taken place at the Demised Premises, other than as disclosed in writing to the NSCAD.

Confidentiality of Environmental Reports: The Resident shall maintain all environmental site assessments, audits, and reports relating to the Demised Premises in strict confidence and shall not disclose their terms or existence to any third party except as required by law, or with the prior written consent of the NSCAD, which consent may be unreasonably and arbitrarily withheld.

Records: The Resident shall maintain at the Demised Premises, all environmental and operating documents and records, including permits, licenses, orders, approvals, certificates, authorizations, registrations, and other such records relating to the operations at the Demised Premises, which may be reviewed by the NSCAD at any time during the currency of this Space Use Agreement.

Environmental Notices: The Resident shall promptly notify the NSCAD in writing of:

- i. any reagreement of a Contaminant / Hazardous Material or any other occurrence or condition at the Demised Premises or any adjacent property which could subject the Resident, the NSCAD, or the Demised Premises to any fines, penalties, orders, or proceedings under Environmental Laws;
- ii. any charge, order, investigation, or notice of violation or non-compliance issued against the Resident or relating to the operations at the Demised Premises under any Environmental Laws; and
- iii. any notice, claim, action, or other proceeding by any third party against the Resident or in respect of the Demised Premises concerning the reagreement or

alleged reagreement of Contaminants / Hazardous Materials at or from the Demised Premises.

The Resident shall notify the appropriate regulatory authorities of any reagreement of any Contaminants / Hazardous Materials at or from the Demised Premises in accordance with Environmental Laws; and failure by the Resident to do so shall authorize, but not obligate, the NSCAD to notify such regulatory authorities.

Removal of Contaminants / Hazardous Materials: Upon the expiry or termination of this Space Use Agreement, or at any time if requested by the NSCAD or required by any governmental the NSCAD pursuant to Environmental Laws, the Resident shall, promptly and at its own cost and in accordance with Environmental Laws, remove from the Demised Premises any and all Contaminants / Hazardous Materials, and remediate any contamination of the Demised Premises or any adjacent property resulting from Contaminants / Hazardous Materials, in either case brought onto, used at, or reagreementd from the Demised Premises by the Resident or any person for whom it is in law responsible. The Resident shall provide to NSCAD, full information with respect to any remedial work performed pursuant to this Section and shall comply with the NSCAD's reasonable requirements with respect to such work. The Resident agrees that if the NSCAD reasonably determines that the NSCAD, its property, its reputation, or the Demised Premises is placed in any jeopardy by the requirement for any such remedial work, the NSCAD, may, but shall be under no obligation to, undertake such work or any part thereof itself at the sole expense of the Resident.

Ownership of Contaminants / Hazardous Materials: Notwithstanding any rule of law to the contrary, any Contaminants / Hazardous Materials or building improvements or goods containing Contaminants / Hazardous Materials brought onto, used at, or reagreementd from the Demised Premises by the Resident or any person for whom it is in law responsible shall be and remain the sole and exclusive property of the Resident and shall not become the property of the NSCAD, notwithstanding the degree of their affixation to the Demised Premises and notwithstanding the expiry or termination of this Space Use Agreement. This Section supersedes any other provision of this Space Use Agreement to the contrary.

Environmental Indemnity: The Resident shall indemnify and save harmless the NSCAD and its directors, officers, employees, agents, successors, and assigns from any and all liabilities, actions, damages, claims, losses, costs, fines, penalties, and expenses whatsoever (including without limitation the full amount of all legal and consultants' fees and expenses and the costs of removal, treatment, storage, and disposal of Contaminants / Hazardous Materials and remediation of the Demised Premises and any adjacent property) which may be paid by, incurred by, or asserted against the NSCAD or its directors, officers, employees, agents, successors, or assigns, during or after the currency of this Space Use Agreement, arising from or in connection with any breach of or non-compliance with the provisions of this Article by the Resident or arising from or in connection with:

- i. any legal or administrative action, proceeding, investigation, demand, claim, or notice of any third party, including without limitation any governmental the NSCAD against any one or more of them pursuant to or under Environmental Laws; or
- ii. any reagreement or alleged reagreement of any Contaminants/ Hazardous Materials at or from the Demised Premises into the Environment, related to or arising as a result of the use and occupation of the Demised Premises by the Resident or those for whom it is in law responsible or any act or omission of the Resident or any person for whom it is in law responsible.

Survival of Resident's Obligation: The obligations of the Resident under this Article (including without limitation the Resident's indemnity, its obligation to remove and remediate

Contaminants / Hazardous Materials, and its covenant of confidentiality) shall survive the expiry or termination of this Space Use Agreement.

Environmental Audit: the NSCAD may, at any time, during or after the Term:

i. enter the Demised Premises for the purpose of causing an environmental audit of the Demised Premises and/or the Common Areas to be carried out, and in connection with such audit, the NSCAD may:

- a. conduct tests and environmental assessments or appraisals;
- b. remove samples from the Demised Premises;
- c. examine and make copies of any relevant documents or records relating to the Demised Premises; and
- d. interview the Resident's employees.

The scope and breadth of any such environmental audit shall be determined by the NSCAD in its sole Discretion. The resulting environmental audit report shall be addressed to both the NSCAD and the Resident and copies given to both. If the audit determines that there is an environmental problem that has been caused by the Resident, the Resident shall be responsible for the cost of any such audit and shall pay such cost, within thirty (30) days following receipt of an invoice from the NSCAD on account of such costs. Otherwise, the NSCAD shall be responsible for the cost of the audit. If any audit reveals any breach by the Resident of its obligations in this Space Use Agreement, the Resident shall immediately take such steps as are necessary so as to rectify such breach.