

## FACILITY BOOKING GUIDELINES

Harvard actively supports the communities in which it conducts business and under certain circumstances will make private property available as event space (herein the “Premises”) for its tenant constituency, community groups and charitable organizations (herein the “Applicant”) to use for the purposes of private functions, ticketed public gatherings, media conferences and similar events (herein the “Event”). In this regard, the following provisions will govern:

### 1. Eligibility

- a. Public facilities within the property (i.e. community rooms and conference centres) are available for meetings, events or purposes of a non-personal, legal and moral nature; provided such meetings, events or purposes are by private invitation to the group's membership and/or invitees, and such invitees are not solicited from, on, or within the public areas of the property;
- b. Public facilities or public areas within the property are available for events and outreach that support local charitable, artistic, cultural and sports endeavours; provided that such events or outreach are not used to propagate a particular group's ethnic, civil, political or religious message, membership, rights or freedoms; including demonstrations and protests of any nature whatsoever.
- c. Exclusive facilities designated within the property are available for events hosted by Harvard's tenant constituency.
- d. Private corporate events hosted by Harvard's tenant constituency are welcome in either public or exclusive facilities, or public areas within the property. No admission may be charged for events held in public areas during normal business hours of the property. Admission charged in exclusive facilities or in public areas after regular business hours, must be intended for either cost recovery purposes, for donation to a charitable organization or fundraising for a community group.
- e. Activity intended for direct business sales to the public may only be conducted by Harvard's tenant constituency, either within premises or sales kiosks leased for this purpose. Promotional sales activity, such as a sidewalk sale, and general business promotion, such as remote radio advertising, may be authorized in public areas of a property where a tenant leases premises.

### 2. Application

The Applicant will provide a written application outlining the desired location, date and time of the Event; the equipment or furnishings needed and/or to be brought and used on site; and a description of their intended purpose(s) for the Event.

- a. Where the Event is closed to the public, the Applicant will further provide a description of how it intends to monitor access and provide security.

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- b. Where alcohol will be served, the Applicant will further provide written confirmation that licensing is authorized by the liquor control board of the province in which the event is being held; and that all requirements of these agencies have been met.
- c. Where the Event is subject to City by-laws or regulations, the Applicant will further provide written confirmation from the City sanctioning the Event.
- d. Where the Event is subject to certain fire regulations, the Applicant will further provide written confirmation of the Fire Marshall sanctioning the Event.

### 3. Supplies

Where a business is located in the same property as the location of the Event that offers supplies, services, food or beverages for sale to the public that may be required at the Event, the Applicant will make every reasonable commercial effort to acquire such supplies, services, food or beverages from such establishment.

### 4. Authorization

Harvard reserves sole discretion to authorize or withhold approval of the Applicant's application; and to withdraw its authorization at any time prior to and during the Applicant's Event.

### 5. Insurance

Where the Applicant's proposal is approved and unless such provision is expressly waived by Harvard, the Applicant agrees to:

- a. Secure public liability insurance covering an Event where alcohol is not served with limits of not less than Two Million Dollars (\$2,000,000) per occasion or occurrence;
- b. Secure public liability insurance covering an Event where alcohol is served with limits of not less than Ten Million Dollars (\$10,000,000) per occasion or occurrence;
- c. Add Harvard and its building partners and affiliates, as the case may be, as additional insured to the policies of public liability insurance covering the Event and provide evidence upon request; and
- d. Execute Harvard's standard form of waiver excluding Harvard, its building partners and affiliates from liability with respect to the Applicant's and its invitee's use of the Premises.

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6. Monitoring

Harvard reserves the right to monitor the Applicant’s use of the Premises at any time prior to and during the Event and where the Event is for charitable fundraising, the Applicant agrees to notify Harvard of the total amount raised as a result of the Event.

7. Event Support

- a. Generally, applications are reviewed by Harvard free of charge. Where any direct cost may be incurred to review an application, the Applicant agrees to pay for such cost.
- b. The Applicant will take possession of the Premises at the agreed time prior to the Event ‘as is’ unless arrangements have been made otherwise in advance with Harvard; and will return the premises to Harvard in the same condition at the end of the Event. Where required to do so by Harvard, the Applicant will provide a damage deposit prior to the Event.
- c. Where the Applicant requires Harvard’s support services prior to, during or after the Event, the Applicant and Harvard will agree in advance as to the scope and cost of such services. The Applicant agrees to pay Harvard promptly upon the completion of the Event for such services. The following minimum rates will apply:

**Event Support**  
**Charge Out Rates for Equipment & Services**  
Effective November 2013  
For services arranged and delivered by Harvard

Facility Services:	To be arranged to at the time of application	To be agreed
Equipment:	Equipment available on the property	No charge
	Equipment is borrowed for free	No charge
	Equipment is owned by Harvard for rent	Nominal rental charge
	Equipment is rented	Cost plus 15%
Consumables:	Consumable supplies & materials	Cost plus 15%
Other Services:	Set up or take down: Less than one hour, one person	No charge
	Minimum charge: One to two hours, one person	\$ 100.00
	Less than one hour, 2 personnel	\$ 100.00
	One to two hours, 2 personnel	\$ 150.00
	Additional personnel or time: Per person per hour or part thereof	\$ 35.00
	Catering, moving or construction by others	Cost plus 15%

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- d. Where the Premises are not returned to Harvard in the same condition as received, the Applicant will pay Harvard its actual cost of returning the Premises to their prior condition plus 30%; or the Applicant may arrange with Harvard to make such repairs or provide such maintenance as may be required promptly following the Event, subject to Harvard's prior approval of such repairs, maintenance and those engaged to carry out such repairs and maintenance; at the Applicant's sole cost. Where the Applicant carries out its own repairs and maintenance, the Applicant agrees to pay Harvard its actual costs of authorizing such repairs and maintenance, if any.

### 8. Documents

- a. The Applicant will sign a Waiver, Release and Indemnity, substantially in the form shown below, and return it to Harvard prior to the use of Premises.
- b. In addition where required to do so by Harvard, the Applicant will promptly sign such letters of agreement, acknowledgements or other similar documents expressing and verifying the agreement between Harvard and the Applicant regarding the Event and the Applicant's use of the Premises.

#### **WAIVER, RELEASE AND INDEMNITY**

I hereby acknowledge that I am being permitted by Harvard Developments Corp. ("Harvard") to enter onto property that it manages (the "Premises").

AND THAT in consideration of the use of the Premises and other good and valuable consideration, the receipt of whereof is hereby acknowledged, I expressly release and discharge Harvard and the owners of the Premises, and each of them, and their employees and agents from any and all liability arising from any loss or injury which I may suffer as a result of entering upon and my use of the Premises including any and all actions, causes of actions, claims and demands related thereto.

I FURTHER COVENANT AND AGREE that I shall and will indemnify and save harmless Harvard and the owners of the Premises, and each of them, and their employees and agents against and from any loss or claim of any person(s) resulting from any act, omission or neglect committed by me or any of my agents, employees, invitees or any other person(s) for whom I am in law responsible while in or around the Premises.

I FURTHER COVENANT AND AGREE that where I engage Harvard to provide services in connection with my use of the Premises, I shall and will indemnify and save harmless Harvard and their employees, contractors or agents against any loss or claim by me or any person(s) resulting from any act, omission or neglect committed by Harvard and their employees, contractors and agents, or any other person(s) for whom Harvard is in law responsible.

I FURTHER COVENANT AND AGREE that I shall assume responsibility for any and all repairs or maintenance to the Premises for damage to or caused by my use of the Premises and any act, omission or neglect committed by me or any of my agents, employees, invitees or any other person(s) for whom I am in law responsible.