



BrewLab Use Agreement



THIS AGREEMENT made this ____ day of _____, 20__.

BETWEEN

Olds College (the "College")
by its duly authorized agent, College Housing (Olds) Corp. ("CHOC")
whose address for the purpose here is
4500 - 50 Street, Olds College, Olds, Alberta T4H 1R6

- and -

(the "Licensee")

WHEREAS the College provides a BrewLab for Brewmaster students registered in campus housing on the College campus at the property located at:

Centennial Village 4501 - 53 Street, Olds, Alberta T4H 0E8
(the "BrewLab");

AND WHEREAS the College has appointed CHOC to manage and operate Campus Housing inclusive of the BrewLab on behalf of the College;

AND WHEREAS the Licensee is registered as a full time academic student at the College in the Brewmaster program and desires to enter a license for the privilege of shared use of the BrewLab during the term of the Licensee's Campus Housing License Agreement;

1. LICENSE

Subject to the terms of this Agreement, the College hereby grants to the Licensee the license:

- (a) to use in common with other Brewmaster students who have entered into a license agreement with the College for a residence room in the Campus Housing (collectively, the "Brewmaster Residents") the BrewLab and it's fixtures, furniture and equipment.

2. LICENSEE'S COVENANTS

The Licensee hereby covenants with the College that the Licensee shall:

- (a) pay for any damages, lost property or extraordinary service or administrative costs the Licensee causes to the BrewLab, or any fixtures, furniture or and effects located thereon whether through any act, omission, accident, neglect or intent. Where any amount has not been paid by the Licensee on the applicable date required, a late fee of \$200 may be charged to the Licensee by the College, as determined by the College in its sole and unfettered discretion;
- (b) be registered as a Brewmaster student and living in campus housing at the College for the entire duration of the Term;

- (c) not tamper or interfere with any other Brews, supplies or equipment stored in the BrewLab by other users. Any such tampering or interference will result in notification to the Brewmaster academic faculty and eviction from residence.
- (d) utilize the BrewLab in accordance with practices, standard operating procedures and schedule set out by the Brewmaster program and CHOC.
- (e) agree the BrewLab is not to be used as a tasting facility but for production and fermentation.
- (f) observe and perform all of the covenants, agreements and conditions on its part to be observed and performed in accordance with this Agreement;
- (g) use the BrewLab for academic purposes and only for himself/herself, and shall not assign the Term, or any part thereof, nor sublet, nor permit, suffer, or allow the possession or use of the BrewLab to pass to another person except as expressly hereafter provided;
- (h) maintain the BrewLab and the fixtures and the furniture and effects located thereon during the Term in a good, clean and usable condition;
- (i) use reasonable efforts and precautions to ensure that the BrewLab and Campus Housing are protected from a breach of security, including locking doors, not forcing or propping open doors, not permitting any other persons into the BrewLab and immediately reporting security concerns. The Licensee is not permitted to copy or share any keycard provided for the BrewLab;
- (j) not use the BrewLab for any illegal or immoral purpose or for business purposes or for any purpose whereby any policy of insurance maintained by the College or CHOC may be rendered void or voidable, or subject to an increase in premium;
- (k) not make any alteration, repair or renovation to the exterior or interior of the BrewLab, and shall further report any repairs required to CHOC immediately upon becoming aware of same;
- (l) not to carry on nor do, nor allow to be carried on or done in the BrewLab, any activity which may be or become a nuisance or annoyance to the College, any other occupants of the Campus Housing (or which may cause damage to any part of the BrewLab) or the public or any other person whatsoever;
- (m) abide and be bound by all federal, provincial and local government laws, regulations, bylaws and to observe and fully perform all College rules and regulations, including, without restriction, those published in the Olds College Residence Handbook for Campus Housing, the Community Living Standards and/or as posted on the bulletin boards in Campus Housing as well as any amendments or additions to such rules and regulations (collectively, the "Rules and Regulations") and further acknowledges and agrees that the Rules and Regulations are hereby incorporated by reference and made a part hereof. The Licensee acknowledges receipt of the Olds College Residence Handbook for Campus Housing and Community Living Standards and acknowledges and agrees that the Licensee has read those documents and agrees to abide and be bound by them, a copy of which can be found at <http://choc.ca>;
- (n) keep and deliver up at the expiration of the Term or the earlier termination of this Agreement, the BrewLab keys and any personal effects located therein and not to remove any personal items or brews belonging to a fellow Licensee of the BrewLab or any CHOC owned item thereof from the BrewLab. If at the expiration of the Term or the earlier termination of this Agreement the BrewLab is not left in its present condition (reasonable wear and tear excepted) or if any of the items of fixtures, furniture or effects located therein are removed, broken, damaged, lost or rendered useless, the Licensee may be held solely or partially responsible for costs and expenses of repairing any damage or loss to the Room and/or the fixtures, furniture and effect therein;

3. MUTUAL COVENANTS AND AGREEMENTS

The Licensee and College hereby covenant and agree as follows:

- (a) that CHOC, its agents and contractors shall at any time be at liberty to enter upon the BrewLab to perform maintenance, construction or work, to do routine inspections, or if the College or CHOC has reasonable grounds to believe that a term of this Agreement or a residence rule or regulation has been breached by the Licensee, and in the case of any emergency as determined by the College or CHOC (including without restriction during a fire alarm);
- (b) that the College and CHOC each carry insurance solely for their own benefit. That neither the College nor CHOC provides the Licensee any insurance coverage whatsoever including but not limited to general insurance, liability insurance or property insurance for the Licensee's personal belongings. It is recommended by the College and CHOC that the Licensee arrange to insure its own personal affects located in the BrewLab;
- (c) the College, its agents, employees, invitees or contractors shall not be responsible for any property belonging to the Licensee which is lost, stolen or damaged in any way, regardless of cause, wherever such may occur. The College, its agents, employees, invitees or contractors are not responsible for any injury, death, damage or loss whatsoever caused to the Licensee while in or about the BrewLab or while engaged in activities organized or sponsored by the College or CHOC. The Licensee agrees not to do, or permit to be done, any act or thing which may render void or voidable any insurance policy of the College, its agents, employees, invitees or contractors. The Licensee agrees to indemnify and save harmless the College and CHOC, and their respective agents, employees, invitees or contractors from and against any liabilities, fines, expenses, claims, demands, losses, damages or legal fees and disbursements (on a solicitor and his own client basis) and actions of any kind or nature for which the College or CHOC shall or may become liable or suffer by reason of any breach, violation or non-performance by the Licensee, or by any person for whom the Licensee is responsible, of any covenant, term or provision hereof or by reason of any act, neglect or default on the part of the Licensee. Such indemnification in respect of any such breach, violation or non-performance, damage to property, injury or death occurring during the Term of this Agreement shall survive the termination of this Agreement for a period of two (2) years thereafter, anything in this Agreement to the contrary notwithstanding;
- (d) in the event the Licensee is in default of payment of any amounts payable hereunder, the College may, in addition to any other rights or remedies which it may have, withhold the Licensee's official transcript and awards, if any. Any cleaning/damage/replacement of keys or locks may be charged by the College to the Licensee's student account. Any eligible returns of any monies hereunder to the Licensee may be credited by the College to the Licensee's student account. Refunds are per Olds College Business Services procedure as set forth at <https://www.oldscollege.ca/about-us/administration/policies/b-financial-and-administrative/>, as amended from time to time, and the Licensee acknowledges and agrees that such Business Service procedures is hereby incorporated by reference and made a part of this Agreement.
- (e) the license of use contained in this Agreement expires at 12:00 Noon on the End Date unless terminated earlier as provided in this Agreement. In the event that the Licensee does not return keys and move personal effects by the time indicated above, the College shall be entitled to pursue all recourse available to it, including, but not limited to, charging the Licensee's student account;
- (f) the Licensee acknowledges and agrees that the rights granted in this Agreement are only personal in nature, and that nothing contained within this Agreement shall be interpreted so as to confer upon the Licensee any legal or equitable estate or interest in the Campus Housing, the Common Areas or the BrewLab; and

- (g) the Licensee acknowledges that where CHOC has executed this Agreement on behalf of the College, then CHOC has executed this Agreement solely in its capacity as manager and/or agent on behalf of the College and has no liability to the Licensee. The College may act in any matter provided for herein by its property manager CHOC and any other person who shall from time to time be designated by the College by notice to the Licensee.
- (h) CHOC may take photographs or video of activities or events in the BrewLab for educational, promotional or reporting purposes. The licensee acknowledges their image may be captured during a photoshoot or filming and this image may be used for written, electronic or multimedia materials. These materials may be utilized on the internet on the CHOC or Olds College website and social media pages. The licensee acknowledges that information published on the Internet is accessible to global users and may be indexed by search engines and copied by web users. CHOC and Olds College have no control over subsequent use and disclosure of images by said users. The licensee also acknowledges they are not entitled to any remuneration or benefits for use of their image.
- (i) the Licensee acknowledges their photograph will be taken to be kept on file for identification purposes. This image will only be distributed to Olds College partners including the Brewmaster faculty, campus patrol contractor and housing agent if and when required for identification purposes.

7. GENERAL TERMS

- (a) Any written notice required or contemplated by this Agreement shall be deemed to be sufficiently given:
 - (i) to the College, in care of the housing agent, CHOC, if
 - (I) delivered, on the day of such service, or
 - (II) sent by registered mail, post prepaid, addressed to the College at the address indicated on the first page hereof, or such address as the College may advise, on the day three (3) business days after posting.
 - (ii) to the Licensee, if
 - (I) served personally, on the day of such service, or
 - (II) sent by registered mail, post prepaid, addressed to the Licensee at the Room, on the day three (3) business days after posting, or
 - (III) posted in a conspicuous place in the BrewLab, on the day posted.
- (b) Should any provisions of this Agreement be illegal or not enforceable under the laws of the Province of Alberta, such provision(s) shall be severable and the balance of this Agreement shall remain in full force and effect and be binding upon the parties as though such illegal or unenforceable provision(s) had never been included.
- (c) Waiver by the College of any failure by the Licensee to conform to the provisions of this Agreement or the Rules and Regulations shall not affect the College's rights in respect of any later failure.
- (d) Time is of the essence of this Agreement.
- (e) This Agreement may be executed in several counterparts and by facsimile or by electronic mail, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument.

- (f) Any amounts owing by the Licensee to the College pursuant to this Agreement shall survive the termination of this Agreement for a period of two (2) years thereafter, notwithstanding anything in this Agreement to the contrary.
- (g) This Agreement acts as a supplementary agreement between the parties with respect to the Campus Housing License Agreement granted by the College to the Licensee.

DECLARATION

I, the Licensee, hereby:

- (a) agree to fully comply with the policies, rules and regulations outlined in this Agreement and detailed in the current Campus Housing Handbook and Campus Living Standards. I agree to abide by the Code of Conduct of the College and CHOC; any regulations and recommendations related to the Brewmaster curriculum and standard operating procedures; and
- (b) agree to and do hereby release of my name, room number, photo identification and program/course of study with College Campus Patrol.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

**OLDS COLLEGE,
BY ITS DULY AUTHORIZED AGENT,
COLLEGE HOUSING (OLDS) CORP.**

Per: _____

LICENSEE (STUDENT)

DATE SIGNED

PARENT/GUARDIAN IF LICENSEE IS UNDER
18 YEARS OF AGE