1) **Definitions:**

 **Client:** A person, group, company, or entity that is renting the room(s) from MIP.

 **MIP:** McMaster Innovation Park, landlord, and owner of the rooms.

 **Event:** A happening at a specified time and location, as noted in the MIP Conference Facility Confirmation.

2) **INDEMNIFICATION** – Client shall indemnify and save harmless McMaster Innovation Park against all liability, claims, damages or expenses due to or arising out of any act of neglect by Client or its servants, employees, agents, invitees or licensees or arising out of any breach by the client of any kind.

3) The Client shall not permit any use of the facilities that would constitute a breach of any bylaw, statute, or regulation, or any municipal, provincial, or other competent authority, including for the purpose of inciting hatred against an identifiable group contrary to the Criminal Code of Canada. Client shall ensure compliance with all applicable policies and procedures, including policies on human rights.”

4) **Covid-19 Protocols** - Noting the existence of a worldwide pandemic related to the novel coronavirus (COVID-19) client shall follow all provincial and municipal health and protocols in force at the time of the event, and MIP shall also ensure that its own employees, agents and any volunteers do likewise, as follows:

- Masks must be worn in common areas of MIP’s Facilities, such as The Atrium, and the restrooms.
- Limitations in the capacity of rooms, Courtyard, and Restrooms must be adhered too.
- The Capacity of MIP’s Rental, spaces are subject to change without notice based on provincial guidelines during the pandemic
- The Client is responsible for Collecting their attendance data for contact tracing and providing MIP with the data when requested in the matter of an outbreak.
- Cancellation fees will not be enforced by McMaster Innovation Park due to a reoccurring Forced Closure by the province.

5) **Force Majeure** - MIP is not liable for performance delays nor for non-performance due to causes beyond its reasonable control, including but not limited to the aforementioned COVID-19 pandemic. We will work closely with the client to accommodate a future date for the cancelled event, but the client is under no circumstances obliged to reschedule an event that has been cancelled under this section and or pursuant to section 4.
6) **Booking Confirmation:**

Please await written confirmation of room booking prior to use. Once received, the client is only permitted to use the room(s) outlined in the confirmation. MIP reserves the right to relocate the client’s event at any given time to a room of equal space and requirements.

*Please note that a minimum (4) hour booking is required to book the Atrium and weekend events*

7) **Room set up/ Floor Plan:**

Bookings include what is noted in the Confirmation of Booking email. The client is entitled to 30 minutes set up prior to event start time. Clients are required to vacate the room within 30 minutes post event end time in the Conference Rooms 1 A/B/C/D, Atrium and Courtyard. Please confirm final numbers for set up and floor plan at least five (5) days prior to the event. If this policy is not followed, the client may attract additional fees to compensate for surcharges and additional labour costs.

8) **Event Parking:**

Between the hours of 8 am and 5 pm, the client and their attendees can park in the gated ‘Overflow’ Parking Lot, North side of the building, for $1.00/hr or $7.00/day. All other MIP parking areas during this timeframe are “Authorized Parking Only”. Any vehicle parked within the “Authorized Parking Only” area without a MIP permit is at risk of receiving a parking violation.

MIP offers free parking in all lots, to all events occurring after 5 pm, prior to 8 am and on weekends.

9) **Catering:**

MIP Preferred Catering Services list can be found on MIP’s website. If catering is needed for the client’s event they are required to use “MIP Preferred Catering Services”. Small meetings of 20 individuals or less are permitted to supply outside food and beverage. Under exceptional circumstances MIP may permit outside catering services. Written approval and conditions are subject to Sections A, B, C & D below. Please advise the Conference Coordinator which catering service the client has chosen at least 5 days prior to event.

**MIP reserves the right to terminate this agreement should this policy not be followed.**

A) Catering Services and the client must abide by Section 8b) Room Clean up Policy of the Terms & Conditions.
B) Outside Alcohol is not permitted on the premise for consumption or sale.
C) All alcohol sales are maintained by our AGCO licensee partner Equal Parts who will issue all sales at their discretion based on the guidelines outlined in our agreement.
D) LISCENED EVENTS – Persons under 19 years of age will not be served alcohol under any circumstances. Persons under 19 years of age may not be sold a ticket or admittance entrance provision of this contract, including liability for injury or damages to the persons or property of Clients servants, employees, agents, invitees, or licensees.
E) SMOKING BYLAW – Client acknowledges that McMaster Innovation Park is subject to the City of Hamilton bylaw # 02-054 which restricts smoking in public places, and specifically acknowledges that the following limitations apply to this contract: smoking will not be permitted in the Atrium or in any other MIP facility. Including the Bier Garden and Courtyard
10) **Wireless Internet:**

MIP will provide the client with wireless internet instructions for public access the day of the event.

Any individual connected to the Guest Wireless Network in order to use it directly or to connect to any other network(s), must comply with this policy, the stated purposes and Acceptable Use policies of any other network(s) or host(s) used, and all applicable laws, rules, and regulations.

MIP makes no representations or warranties concerning the availability or security of the guest wireless network, and all use is provided on an as-is basis. By using the guest wireless network the client agrees to defend, indemnify, and hold harmless MIP for any losses or damages that may result from use by the client, their attendees, staff...etc. of the guest wireless network.

MIP takes no responsibility and assumes no liability for any content uploaded, shared, transmitted, or downloaded by the client or any third party, or for anything the client may encounter or any data that may be lost or compromised while connected to the guest wireless network.

MIP reserves the right to disconnect any user at any time and for any reason. The guest wireless network is provided as a courtesy to allow guests access to the internet.

Inappropriate use of the guest wireless network is not permitted. This policy does not enumerate all possible inappropriate uses but rather presents some guidelines (listed below) that MIP may at any time use to decide that a particular use is inappropriate:

- Users must respect the privacy and intellectual property rights of others.
- Users must respect the integrity of our network and any other public or private computing and network systems.
- Use of the guest wireless network for malicious, fraudulent, or misrepresentative purposes is prohibited.
- The guest wireless network may not be used in a manner that precludes or hampers other user’s access to the guest wireless network or any other networks.
- Nothing may be installed or used that modifies, disrupts, or interferes in any way with service for any user, host, or network.

Contact the Conference Coordinator or MIP staff member if you are having trouble logging in.

11) **Signage:**

MIP will provide directional signage from the front entrance to your event facility. Please provide Logo & Event Name at least (3) days prior to your event. The client is not permitted to affix additional signage to areas...
12) **Rates & Payment:**

Rates are noted in the service order, which is sent with the confirmation of booking email. All expenses incurred will be invoiced after the event.

13) **Other Fees:**

A) MIP asks that the client or their guests do not place items on the walls or ceiling of the Conference Facility area without written approval. Please also ensure garbage is put into appropriate garbage or recycle bins and spills or messes are cleaned up. A cleaning fee of $50.00 (minimum) may be charged. **Weekend events in the Conference Rooms 1 ABCD, Atrium and Courtyard will be charged a cleaning fee of $60.00 - $120.00.**

B) MIP may insist on additional security presence at event(s) which will require a security supplement be charged to the client and above rental fee. This additional security presence may be a private security company or Hamilton Regional Police.

C) Subject to the Force Majeure clause set out in section 5, above, cancellations in **Conference Rooms 1 A/B/C/D, Atrium and Courtyard** areas within (10) business days to the event may incur a 20% of quotation value charge. Cancellations within (3) business days of the event may incur a 50% of quotation value charge. Cancellations within (1) business day of the event may incur a 100% of quotation value charge. If MIP is charged for cancelled rentals, etc. the full value of such charge will be passed on to the client. The client is welcome to reschedule their event within 60 days, in which MIP will waive the cancellation fees.

Cancellations in **Meeting Rooms 2, 3, 4 and 5** that occur within 24 hours of the event may incur a 100% of quotation value charge.

14) **Damage & Liability:**

MIP reserves the right to inspect and control all private functions held on the premises. Only MIP staff are permitted to move any furniture or items belonging to MIP. The client will be held responsible for any damage to floors, carpets, or walls caused by its clients, staff, attendees, suppliers, etc. Liability for damages to the premises will be charged accordingly. Clients are responsible for everyone at their event while in the room or anywhere on MIP property. MIP assumes no responsibility for personal injury or personal property, regardless of how it occurs. Please remove all personal effects and equipment from the room at the end of the event. MIP assumes no responsibility for the actions of the Client, their attendees, staff…etc. after they have left the property.

Displays, furniture and equipment are not permitted to be within 2’ of the Artwork in the Atrium area. The client will be held responsible for damages to the Artwork by their clients, staff, attendees, suppliers, etc. regardless of how it occurs.
15) **Safety Regulations:**

In accordance with fire regulations all exits and hallways must always be kept clear. They must remain clearly visible and accessible. Should a fire alarm be sounded all attendees are expected to follow the instructions of the Conference Staff and exit the building as directed.

To minimize tripping hazards, all wires and cables must be taped down, and spills brought to the attention of MIP staff. MIP staff can provide tape, clean spills, and provide signage to notify the attendees and MIP members that there is a tripping hazard due to a wet floor.

16) **Noise:**

It is the responsibility of the client to ensure that all neighboring events and Member suites within the building remain free from distractions, disturbances, and interruptions. Sound checks require prior approval from the Conference Coordinator and MIP reserves the right to lower sound levels affecting any neighboring events and Member suites.

17) **Insurance Coverage:**

The client is responsible to have sufficient liability insurance coverage (minimum of $2,000,000) appropriate to their event, naming McMaster Innovation Park as an “Additional Named Insured”.

18) **Miscellaneous:**

Events or special circumstances not covered by these Terms & Conditions may be subject to special consideration and stipulations as deemed appropriate by management.