

GRADUATE STUDENT SOCIETY, UBC – VANCOUVER SPACE USE AGREEMENT

BETWEEN

ALMA MATER SOCIETY OF THE UNIVERSITY OF BRITISH COLUMBIA VANCOUVER , a society duly incorporated under the laws of the Province of British Columbia and having an office at Room 3500, Student Union Building, 6133 University Boulevard, University of British Columbia, Vancouver, British Columbia ("AMS")

AND

GRADUATE STUDENT SOCIETY OF UBC VANCOUVER, as a society duly incorporated under the laws of the Province of British Columbia and having an office at the Thea Koerner House Graduate Student Centre, 6371 Crescent Rd., University of British Columbia, Vancouver, British Columbia ("GSS")

Effective Date: This Agreement takes effect upon occupancy

1. DEFINITIONS

1.1 Defined Terms In this Agreement:

- (a) "Building" means the building named the "The Nest" and located upon District lot 4805, Group 1, New Westminster District.
- (b) "Equipment" means the equipment described in attached Schedule 1.
- (c) "Premises" means Suite 4202, including rooms 4202A, 4202B, 4202C and 4202D.
- (d) "GSS" means Graduate Student Society, UBC – Vancouver.
 - (e) "AMS" means the ALMA MATER SOCIETY OF THE UNIVERSITY OF BRITISH COLUMBIA VANCOUVER.
 - (f) "UBC" means the University of British Columbia and its board, officers and employees.
 - (g) "Operating Expenses" means the total without duplication of all costs, fees, charges and expenses incurred by or on behalf of the AMS relating or attributable to the management, maintenance, repair, replacement, operation, supervision and administration of the Building and/or Premises.
 - (h) "Activities" means: administrative, educational, recreational, community development activities carried out on or in the Premises by the GSS.
- (i) "Graduate Students" means
 - (1) All students registered in the Faculty of Graduate and Postdoctoral Studies (or its Successor) at the University, unless their memberships of the

Society have been expelled in accordance with the Bylaw 2.8 of the Society.

- (2) All students registered as a Master's or Doctoral student at the University of British Columbia in programs that are not registered in the Faculty of Graduate and Postdoctoral Studies, as defined by the GSS Policy Manual, unless their memberships of the Society have been expelled in accordance with the Bylaw 2.8 of the Society.
- (3) All students registered in a predominantly post-baccalaureate program, as approved by a resolution of Council, that have indicated by referendum an intent to become members of the Society, unless they have been expelled in accordance with Bylaw 2.8 of the Society.

2. TERM AND TERMINATION

- 2.1 This Agreement shall come into effect once it has been duly executed by the authorized representatives of both the AMS and GSS, and shall continue for a term of five years from that date, unless otherwise terminated for breach of condition.
- 2.2 Upon the expiration of five years from the date of this Agreement, the AMS and GSS may agree to renew this Agreement for a further five year term, subject to the parties' desire
- 2.3 In the event that the AMS ceases to be the "principal representative body for graduate students" as per the terms of provision 16.2(i) in the AMS' Head Lease with UBC (the "Triggering Event"), this Agreement will be renegotiated, but will otherwise apply until the earlier of the following, and then expire:
 - (a) the expiration of two years after a successful referendum for the emancipation of the GSS from the AMS, or
 - (b) completion of the emancipation of the GSS from the AMS; or
 - (c) the agreement of a new MOU between the AMS and GSS to replace this Agreement.

3. USE OF PREMISE

- 3.1 The GSS shall use the space to service the needs of Graduate Students and The GSS. The space will be used by The GSS for recreational, educational, community development, and administrative purposes.
- 3.2 The AMS shall provide the GSS access to the Premises during all hours of operation of the Building, subject to the GSS complying with such reasonable security measures as

the AMS may establish from time to time with respect to the Building. For the purpose of entry and exit to and from the Premises, the GSS, its directors, officers, members, employees, agents, and invitees in common with the University and its respective governors, officers, students, employees, licensees and invitees shall have the right to use the entrances and exits to and from the Premises and the common hallways, passageways, stairs and washrooms which are required for use in conjunction with the Premises.

- 3.3 The GSS shall not use the Premises nor permit them to be used by other persons for any purpose other than for the purpose of the Activities of the GSS unless the consent in writing of the AMS is first obtained, such consent not to be unreasonably withheld.
- 3.4 It shall not be unreasonable for the AMS to withhold its consent in respect of any activities which are inconsistent or incompatible with any Activities of the GSS or with the functioning of the GSS or which might cause nuisance, annoyance or disturbance to the AMS or its employees or students.
- 3.4 The GSS covenants that the GSS will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with and abide by all government statutes, ordinances, laws, and regulations affecting UBC, the AMS, the GSS, the Premises, or any activity or condition on or in the Premises and the Building.
- 3.5 The GSS will not assign this Agreement, or sublet or grant any concession or license to use the Premises or any part of the Premises.
- 3.6 The GSS will not overload the Premises, and without limiting the generality of the foregoing, will not bring onto the Premises any safe, machinery or other heavy article liable to do damage to the Premises, without the consent of AMS in writing first hand and obtained.
- 3.7 The GSS will promptly notify the AMS of any damage, or of any situation that may significantly interfere with the normal use of the Premises and of the Building.
- 3.8 The Premises shall be kept by the GSS in a sanitary, tidy and orderly condition in accordance with all laws, directions, rules and regulations of all governmental bodies having jurisdiction, including those of all health officials, fire marshals, building inspectors or other officials, the insurers of the GSS, the insurers of UBC and in accordance with UBC's building safety standards and UBC's other rules and regulations.
- 3.9 The AMS and GSS will be required to carry general commercial liability insurance with coverage of no less than \$5,000,000 per claim for the duration of this Agreement, and the GSS will be required to submit proof thereof to the other between September 1 and September 30 in any calendar year during which this Agreement continues to apply.

Comment [1]: Only the GSS must provide proof of their commercial liability as standar procedures do not require te landlord to provide proof of insurance.

3.10 The GSS will observe such rules and regulations as are from time to time made by AMS for the safety, care and cleanliness of the Building, the comfort and convenience of its tenants and the preservation of good order.

3.11 Where the GSS and AMS agree to collaborate on the provision of specific graduate student centric programming by the AMS, the GSS will, subject to availability and its existing bookings policies and procedures, provide bookings within the Premises to the AMS, for such purposes, free of any charge, other than such charges as are necessary to recoup any variable or incremental costs associated with such programming.

4. QUIET ENJOYMENT

4.1 The GSS shall enjoy the exclusive right to the control and quiet enjoyment of the Premises, subject only to the rights of the AMS in this Agreement, but otherwise without interference or limitation by the AMS, its officers and employees, and/or any party claiming to act under or through the authority of the AMS.

5. SPECIAL RIGHTS OF THE AMS

5.1 Inspection of Premises.

The AMS, at all reasonable times and during any emergency, may enter and examine the state of maintenance and repair of the Premises and the AMS may give notice to the GSS that the GSS shall perform such maintenance or effect such repairs as may be found necessary from such examination. The failure of the AMS to give notice shall not, however, relieve the GSS from its obligation to maintain, repair and keep the Premises in good order and repair as aforesaid and to make such repairs and affect such maintenance as may be necessary. If the GSS shall not repair according to notice in writing as herein provided, the AMS may enter upon the Demised Premises and may make such repairs and the cost thereof shall be charged to the GSS as rent, which shall immediately become due and payable.

5.2 Alterations and Improvements to the Premises.

The GSS shall not to alter or change the Premises in any manner not congruent with the Activities of the GSS without the written consent of the AMS, such consent not to be unreasonably withheld. Proposed alterations must be permitted under all laws, directions, rules and regulations of all governmental bodies having jurisdiction, including those of all health officials, fire marshals, building inspectors or other officials, the insurers of the GSS, the insurers of UBC and in accordance with UBC's building safety standards and UBC's other rules and regulations.

6. REPAIR OF PREMISES

6.1 In accordance with section 5.1 of this agreement, the GSS shall repair, maintain and keep the Premises where such repair and maintenance are not provided by UBC as designated in the Head Lease and any improvements now or hereafter made thereto in good order and repair as a careful user would do.

7. UTILITY EXPENSES

To pay all rates and charges for heat, light, water, gas, electricity, sewer services and other utilities billed directly to GSS by UBC as permitted under the Head lease.

THE GRADUATE STUDENT SOCIETY, UBC – VANCOUVER

Per: _____ (SEAL)
President, Graduate Student Society, UBC - Vancouver

Per: _____ (SEAL)
General Manager, Graduate Student Society, UBC - Vancouver

THE ALMA MATER SOCIETY OF THE UNIVERSITY OF BRITISH COLUMBIA VANCOUVER

Per: _____ (SEAL)
Alma Mater Society of UBC

Per: _____ (SEAL)
Alma Mater Society of UBC