

*This policy should be used to learn the rules for after-hours use of SaskBuilds and Procurement (SBP) property.*

## Policy

Space within SBP-owned buildings will be available to accommodate government ministries and agencies or sponsored non-profit organizations' events that meet the guidelines in this policy.

## Guidelines

1. Prior approval from SBP is required for the after-hours use of space.
2. This policy will cover requests to use boardrooms, meeting rooms, lobbies, atriums, grounds and parking lots.
  - Sask. Polytechnic is directly responsible for renting gymnasium time at campus facilities.
  - Provincial Capital Commission is directly responsible for renting Wascana Place, 2900 Wascana Drive, Regina
3. Booking of space within a SBP-owned facility may be made with priority for bookings as follows:

First Priority:	Government tenants of the facility
Second Priority:	Other Government ministries, crown corporations and funded organizations or agencies.
Third Priority:	Non-profit groups sponsored by a Government ministry/agency, Federal Government
Fourth Priority:	In areas of the province in which meeting facilities are limited within the community, SBP-owned facilities may be booked by service or recreation groups through a Limited Term Occupancy Agreement. (See Appendix 'B')

4. No groups will be allowed to hold events that include a sleep-over program within the building.
5. All organizations may be charged a fee for events of less than 2 days duration. Events whose duration is longer than 2 days will require a formal contract. They will be responsible for any extra costs incurred by SBP as a result of their event being held in the building.

Non-government groups will be able to rent space from SBP under the terms of the Limited-Term Occupancy Agreement.

After the event has been completed, an invoice will be issued, within 30 days, to the "Licensee" identified in the Limited Term Occupancy Agreement.

6. All user groups will be responsible to cover any extra costs incurred as a result of holding their event at the facility. These costs may include, but not be limited to:

Item	When
Security Services	Outside normal hours of work Extra Security personnel
Set-Up/Tear-Down Services	Outside normal hours of work
Cleaning Services	Outside normal hours of work

7. In general, the following types of events will **not** be accommodated at any SBP-owned facilities:
  - Private functions such as weddings, birthday parties, anniversary parties, reunions, funerals etc.
  - Religious functions such as church services or ceremonies
  - Political-related functions such as campaigns, fundraising, protests
  - Exceptions **may** be made at the discretion of the SBP in the following instances:
    - Weddings, parties or funerals of residents or patients in Care Homes or Resident Care Hospitals
    - Weddings by a Justice of the Peace in Courthouses
    - Weddings or funerals at the former Saskatchewan Hospital North Battleford Chapel
8. Wedding photography may take place on the property of SBP-owned buildings (for example the Legislative grounds), or in the atrium areas of the TC Douglas Building, Mistasinihk Place, or the rotunda of the Legislative Building or on the grounds of a Provincial Courthouse. The wedding party and the photographer will each be responsible for completing a SBP license agreement (See Appendix 'A') prior to the event.
9. Requests from groups such as film companies wishing to use the space for film projects will be assessed on a case by case basis. A contract and certificate of insurance with a minimum of \$2 million coverage is required.
10. The space will be provided as is. User groups will be responsible for provision and installation and removal of any extra equipment with prior approval from SBP.
11. All groups using the facilities will be responsible for any loss of, or damage to the facility or its' contents or the grounds as a result of their event as determined by the SBP.
12. SBP reserves the right to limit the number of attendees depending on the size of the facility.
13. All groups using Government House will be required to submit a completed booking request form See Appendix 'C') as well as the license agreement prior to the event.
14. Where alcohol is being served at an event, in SBP-owned buildings, it will be governed by the rules and regulations outlined in the Province of Saskatchewan Liquor Control Act and local ordinances

## Process

1. Written requests or email to book space must be made at least two weeks in advance of the event to the SBP Building Manager/Operator.

The user group will be responsible to notify the SBP of any cancellation no later than 48 hours prior to the event. Any costs incurred due to the failure of the user group to provide the required cancellation notification will be the responsibility of that user group.
2. SBP Building Manager/Operator approves or denies the request and notifies the user group.
3. When the written request is approved, the SBP Building Manager/Operator will supply a SBP booking form (See Appendix 'A') along with the SBP license agreement to be completed by the user group.
4. Upon receipt of the signed booking form and the SBP license agreement, the SBP Building Manager/Operator makes the arrangements for security and set-up (if required) for the event.

5. Upon completion of the event, the SBP Building Manager/Operator will determine if extra cleaning services are required and will notify the user group of the requirement and costs associated with it.
6. SBP Building Manager/Operator will make the arrangements for the user group to be invoiced for costs incurred during their event.

## **Appendices**

1. Appendix 'A' - License Agreement
2. Appendix 'B' - Limited Term Occupancy Agreement
3. Appendix 'C' – Booking Request Form

## Appendix 'A' – SBP Licence Agreement

### Licence Agreement

**BETWEEN:**

**SaskBuilds and Procurement,**  
as agent for the Province of Saskatchewan  
(the "Licensor")

and

\_\_\_\_\_  
(the "Licensee")

The Licensor hereby grants the Licensee permission to enter upon and use **(location and portions of the building or equipment that is being used)** ( the "Property") for the purposes of **(brief description of the purpose of use)** for the following period **(date/month/year, and times of day where applicable)** (the "License Period").

**IN CONSIDERATION OF THE ABOVE, THE LICENSEE AGREES AS FOLLOWS:**

1. Not to alter, damage, or otherwise interfere with the Licensor's use of the Property;
2. To indemnify and save harmless the Licensor, its successors and assigns from and against all actions, damages, debts, accounts, claims and demands which may be brought against it by reason of the Licensee's use of the Property, including such actions, damages, debts, accounts, claims or demands that may be brought by third parties using the Property during the License Period.
3. The Licensee, its heirs, executors, administrators and assigns release and discharge the Licensor, its servants, agents, or employees from any claims, demands, damages, actions or causes of action that may arise out of or in consequence of any loss, injury or damage to the Licensee's person or property that it may suffer by reason of the use of the Property, including any such damage that may arise by reason of the negligence of the Licensor, its servants, agents or employees.

Signed, Sealed and Delivered by the parties hereto, this \_\_\_\_ day of \_\_\_\_\_, 20\_.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Ministry of SaskBuilds and Procurement

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Licensee

## Appendix 'B' – Limited Term Occupancy Agreement

### Limited Term Occupancy Agreement

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

**BETWEEN:**

**HER MAJESTY THE QUEEN**

In the right of the Province of Saskatchewan,  
as represented by the Ministry of SaskBuilds and  
Procurement  
(hereinafter called the "Ministry")

-and-

\_\_\_\_\_  
(hereinafter called the "Tenant")

The Tenant is permitted, conditional upon mutual acceptance of this Agreement, to occupy an area of the building for the purpose, date(s), time(s) and upon the terms and conditions as follows:

**1. Building:**

(hereinafter called the "Building")

**2. Area:**

The portions of the Building comprising an area of approximately \_\_\_\_\_ square metres of usable space as outlined in red on the attached floor plan marked as Appendix "A" (hereinafter called the "Leased Premises")

**3. Dates/Times:**

\_\_\_\_\_ days from \_\_\_\_\_, 20\_\_\_\_ to \_\_\_\_\_, 20\_\_\_\_, inclusive between the hours of \_\_\_\_\_ A.M. to \_\_\_\_\_ P.M. (hereinafter called the "Term").

**4. Occupancy Fee:**

The Tenant shall pay a total occupancy fee of \$\_\_\_\_\_. This fee is based on a rental rate of \$\_\_\_\_\_ per day (per hour) fee.

**5. Purpose:**

General Office Area for:

**6. Terms and Conditions:**

The Ministry's consent contained herein is restricted, bound and subject to the terms and conditions as hereinafter identified or as maybe directed by \_\_\_\_\_ (hereinafter called the "Building Manager") and/or the Ministry and shall include the following:

- 6.1 Notwithstanding the permission granted, the Tenant will confirm arrangements for use the Leased Premises at least one (1) week prior to each date of use to the Ministry's office at 1920 Rose Street, Regina, Saskatchewan, S4P 0A9.
- 6.2 The entrances to the Building shall not be blocked at any time nor shall the use of the Leased Premises interfere with the Ministry's or other Ministry's Building tenants normal operations or use of the Building.
- 6.3 Occupancy and use shall be confined to the area designated herein.
- 6.4 The Tenant shall be responsible for and make good any damage that may be caused to the Leased Premises or the Building or its appurtenances which, but for the use, would not have happened.
- 6.5 The Tenant shall, at its expense, maintain during the Term comprehensive general liability insurance against claims for personal injury, death or property damage indemnifying and protecting the Landlord and Tenant to an amount not less than Two Million and 00/100 Dollars (\$2,000,000.00). The Tenant shall, when requested by the Ministry, provide to the Corporation evidence of the existence and continuity of such a policy.
- 6.6 To indemnify and save harmless the Ministry, its successors and assigns from and against all actions, damages, debts, accounts, claims and demands which may be brought against it by reason of the Tenant's use of the Leased Premises, including such actions, damages, debts, accounts, claims or demands that may be brought by third parties using the Leased Premises during the Term.
- 6.7 The Tenant, its heirs, executors, administrators and assigns release and discharge the Ministry, its servants, agents, or employees from any claims, demands, damages, actions or causes of action that may arise out of or in consequence of any loss, injury or damage to the Tenant's person or property that it may suffer by reason of the use of the Leased Premises, including any such damage that may arise by reason of the negligence of the Ministry, its servants, agents or employees.
- 6.8 The Tenant shall be responsible for leaving the Leased Premises in a neat and tidy condition on each date specified and at the conclusion of the use permitted.

- 6.9 The occupancy and use of the Leased Premises granted herein is exclusive to the Tenant and is not transferable.
  - 6.10 The Ministry and/or the Building Manager reserves the right to revoke this permission at any time without notice whether or not the Tenant has commenced the permitted use.
  - 6.11 Any re-design, alteration, construction and/or method of operation must first be submitted and approved by the Building Manager prior to occupancy of the Leased Premises.
  - 6.12 The Tenant shall obtain any licenses required for the persons involved in the use of the Leased Premises or relating to the use of the Leased Premises for the intended purposes.
  - 6.13 The Tenant shall agree to abide by all rules and regulations that govern the Building and shall agree to carry on the in good taste and in a lawful manner.
  - 6.14 The Tenant shall be responsible for any cost to the Landlord in carrying out any of its obligations under this Agreement that it should fail to perform.
7. The Ministry shall provide two keys to access the Leased Premises, if applicable, on the first day of the Term. The Tenant will assume full responsibility for those keys and any costs associated or incurred costs due to the loss of one or both the aforesaid keys. The keys shall be returned immediately following the end of the Term.

**IN WITNESS WHEREOF** the parties have set their seals as attested to by the hands of their proper officers in that respect on the date first above written.

**SIGN SEALED AND DELIVERED                      MINISTRY OF SASKBUILDS AND PROCUREMENT**

by the Ministry this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

(Seal)

Per: \_\_\_\_\_

**SIGNED SEALED AND DELIVERED                      \_\_\_\_\_**

by the Tenant this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_\_

(Seal)

Per: \_\_\_\_\_

## Chapter 2 Appendix 'C' – SBP After-Hours Facility Booking Form

### SaskBuilds and Procurement Facility Request Booking Form

Date (MM/DD/YY)

#### Requestor Information

Single Booking

Series Booking

Sponsoring Organization, Ministry or Group \_\_\_\_\_

Non-Profit Incorporation Number \_\_\_\_\_

Address (including postal code):

Telephone: \_\_\_\_\_

Contact Person \_\_\_\_\_

Business \_\_\_\_\_

Home \_\_\_\_\_

Cell \_\_\_\_\_

Fax \_\_\_\_\_

Location \_\_\_\_\_

Type of facility required \_\_\_\_\_

Number of people attending \_\_\_\_\_

Open function OR  Closed function

Type of Function	Function Schedule	Time Facilities Required
<input type="checkbox"/> Meeting <input type="checkbox"/> Luncheon <input type="checkbox"/> Lecture <input type="checkbox"/> Reception <input type="checkbox"/> News Conference <input type="checkbox"/> Dinner <input type="checkbox"/> Award Ceremony <input type="checkbox"/> Buffet <input type="checkbox"/> Performance <input type="checkbox"/> Tea <input type="checkbox"/> Other _____	Title of Function _____  Date(s) of Function _____  Time(s) of Function _____	<input type="checkbox"/> AM / <input type="checkbox"/> PM  <input type="checkbox"/> AM / <input type="checkbox"/> PM
Additional details or information about the function: _____	Equipment brought into the building: _____	

Please note: a 'License Agreement' or 'Limited Term Occupancy Agreement' must be signed and approved by SBP before the requested facility can be made available to a user group for any function. See the SBP building operator for a copy.

There are costs for additional cleaning and/or security. See the SBP contracts for details.

Signature of Person Booking (Representing Organization, Ministry or Group) \_\_\_\_\_

Date \_\_\_\_\_

#### For SBP Use Only

ASSA Required?

ASSA Number \_\_\_\_\_

ASSA Completed?

Yes /  No

Yes /  No