

THE MICO UNIVERSITY COLLEGE
1A MARESCAUX ROAD
KINGSTON 5

**Rental Agreement for Use of School Facilities -
Cafeteria, Auditorium, Gymnasium, Athletic Complex, Grounds.**

Contract
Ref. No.
REN 03/14

This Lease Agreement is made this twentieth day of June, 2014
between The Mico University College with registered address at 1a Marescaux Road, Kingston 5,
the Lessor, and _____
with registered address at _____, the Lessee.
The Lessor is in possession and is the legal occupant of the premises at 1a Marescaux Road, Kingston 5.
The Lessee has requested the use of the facilities known as Cafeteria and Kitchen
located on the premises. The Lessor will make available these facilities for use by the Lessee, under
the following terms and conditions:

1. The facilities to be rented

The facilities to be rented shall include:

- a) Kitchen
- b) Cool Room / Chiller
- c) The partitioned portion of the Store Room
- d) Utilities to include light, water and cooking gas

No equipment belonging to the Lessor is included in the facilities to be rented and therefore the Lessee is prohibited from using any equipment, furniture or fixtures belonging to the Lessor without the prior written permission from the authorized officer of the Lessor.

2. The Period

The period of rental shall be from 8:00 a.m. on Sunday, June 22, 2014 until
4:00 p.m. July

(*Note: An Official from the Mico University College must be on site at all times when property is in use by the Lessee and when opened to the public).

3. User Fee

The Total User Fee payable to the Lessor shall be **Five Hundred Thousand Dollars (J\$500,000.00)**. Cheques shall be made payable to **The Mico Evening College, at 1a Marescaux Road, Kingston 5**.

If there is a charge to enter the event hosted by the Lessee, the Lessee will be responsible for collecting these charges.

4. Payment Structure

For the use of the facilities, the Lessee shall pay

- a deposit of 20%, amounting to **\$100,000.00** at the time of signing the contract
- the balance of 80% amounting to **\$400,000.00** 10 days prior to the request date.

All fees shall be paid in full to The Accounts Department, The Mico University College at least 10 days prior to the start of the period for which the facility is being requested. If the Accounts Department does not receive full payment 10 days prior start of the request period, the Lessee’s event will be removed from the calendar and the date will be made available for other bookings.

5. Orderly Use

The Lessee agrees that the Lessee and its employees, agents, volunteers, invitees and guests will comply with all directives of staff and policies of The Mico University College and all laws of the Government of Jamaica. These include, but are not limited to the following:

- No weapons on campus.
- No drugs or controlled substances on campus.
- No alcoholic beverages will be sold or consumed on campus.
- The use of tobacco substances is not allowed on campus.

6. Damage to Property

The Lessee will be held liable for any damage to the facility by the Lessee or the Lessee’s agents, assignees, or participants in any activity sponsored, controlled, or organized by the Lessee, or for activities over which the Lessee has control or for which purpose the space is leased.

The Lessee agrees to pay the costs of repair or replacement for damages, which may have occurred during the term of this agreement in order to restore the rented space or other parts of the campus affected by the event at a condition equal to that prior to the event.

7. Indemnity

The Lessee agrees to indemnify, save and hold harmless The Mico University College and all their officers, employees, and agents, individually and collectively, for any and all claims, demands, suits, causes of action, or judgments (including defence and other costs) any person had, now has, or may have in the future arising out of the Lessee’s use and/or occupancy of the leased premises, including any and all incidences and occurrences which causes bodily injury, property damage, or death. The Mico

University College assumes no liability for personal injury suffered by reason of the use of such facilities pursuant to this agreement.

8. No Transfer, Assignment or Sublease

The Lessee may not transfer or assign this agreement or sublet any part of said premises without the express written consent

9. Violation of Agreement

If the Lessee violates any of the covenants of this agreement, the University President or Assistant Vice President for Administration or his/her designee, may, without notice to the Lessee, terminate the agreement and retake possession of the premises.

10. Alterations / Equipment

No alterations are to be made to institution's property without the written consent of the President. Rental of facilities does not include use of equipment which is the property of the Lessor or agents of the Lessor. At the permission and prior approval of the President, the Lessee may be allowed to rearrange furniture in the facility. The Lessee must return any moved furniture to its proper location.

11. Confirmation of Agreement

The agreement is not in force until signed by the Lessee, accepted and signed by the President or Assistant Vice President for Administration and the amount designated as "Total User Fee" has been received by the institution. The Lessee and the Lessor shall retain fully executed copies of this document.

12. Cancellation

Should the Lessee cancel the event covered under this agreement, the deposit is non-refundable. If the full amount has already been paid when the event is cancelled, a refund of the Total User Fee may be returned to the Lessee, minus the deposit. This agreement may be cancelled by the President or his/her nominee at their discretion.

In the event of an emergency, the President of the University College may use his/her discretion for cancellation of events (ex. inclement weather). If the institution is closed due to weather, emergency, etc., all events and rentals will be cancelled and the User Fee returned. When the institution is officially reopened, the Lessee may re-book the facilities.

13. Removal of Property

The Lessee is responsible for the removal of all supplies and materials used in conjunction with the event immediately upon its end. Those items not removed within 24 hours after the event date shall be disposed of by the institution at the expense of the Lessee. The institution shall assume no responsibility for these items before, during, or after the event.

14. Security

The Lessee agrees to reimburse the institution for employment of a sufficient number (as deemed necessary by the President or VP Administration, at his/her sole discretion) of duly authorized law enforcement officers for the purpose of maintaining order, protecting the public and institution's property, and enforcing regulations and laws, or to provide additional, sufficient security as deemed necessary by the President. The Lessee will not be permitted to use the institution's property if the Lessee fails to cooperate with law enforcement.

15. Additional Regulations and Conditions of Use:

The MICO University College reserves the right to impose any additional rules or regulations, or to set special use arrangements, whether or not expressly provided herein, which may be necessary for the best interests of the institution and such regulations shall be binding upon the Lessee.

16. Public Safety :

The Lessee agrees that at all times he will conduct his activities with full regard to public safety, and will observe and abide by all applicable regulations. All portions of sidewalks, entries, doors, passages, halls, corridors, stairs, and all ways of access to public utilities shall be kept unobstructed by the Lessee. The Lessee is not to bring onto the premises any material, substance, equipment, or object, which is likely to constitute a hazard to the property without the prior written consent of the President or Vice President for Administration.

17. Control of the Facility and Right of Entry

In renting the identified facilities to the Lessee, it is understood that The Mico University College does not relinquish the right to control the management thereof, and to enforce all necessary laws, rules, and regulations. Duly authorized representatives of The Mico University College may enter the premises without any restriction whatsoever.

18. Care of the Facility

The Lessee shall not injure or deface the premises or any equipment therein. The Lessee shall not drive any nails, hooks, tacks, or screws into any part of the building, nor make any alterations of any kind to said facility.

19. Parking

Parking will be permitted only in areas designated for such use. Parking will not be permitted on grassed and landscaped areas.

I have read and agree to abide by the rules and regulations governing the facility use.
I agree to be billed for any additional item not listed on this agreement.

For and on behalf of:

_____	_____	
<i>Name of Lessee / Organization</i>	<i>Name of Authorized Representative</i>	

_____	_____	
<i>Address of Lessee / Organization</i>	<i>Position of Authorized Representative</i>	
_____	_____	_____
<i>Telephone No. of Representative</i>	<i>Signature of Authorized Representative</i>	<i>Date</i>
_____	_____	_____
<i>Name of Witness</i>	<i>Signature of Witness</i>	<i>Date</i>

For and of behalf of The Mico University College

_____	_____	_____
<i>Name of the President/VP Admin.</i>	<i>Signature of the President/VP Admin.</i>	<i>Date</i>
_____	_____	_____
<i>Name of Witness</i>	<i>Signature of Witness</i>	<i>Date</i>