

# Contracts and Agreements

## Checklist

Updated as of 2019-11-19





## Association étudiante de l'Université McGill

*Située sur les territoires traditionnels des collectivités Haudenosaunee et Anishinaabe.*

## Students' Society of McGill University

*Located on Haudenosaunee and Anishinaabe, traditional territories.*

[ssmu.ca](http://ssmu.ca) | (514) 398-6800 | 3600 rue McTavish, Suite 1200, Montréal, QC, H3A 0G3

# Contracts & Agreements

A contract or agreement is a legal document that describes a relationship between 2 or more parties. For example, a contract may determine the price of goods or services provided.

Once signed by the signatories, those who are authorized to sign on behalf of the legal entity, the contract is executed and the terms and conditions stated in the contract must be followed by all parties.

## Checklist

There are many different types of contracts and agreements, but you will find common elements in all. In order to assist you in negotiating a contract or agreement, we have created a checklist.

The checklist below identifies these common elements and when negotiating a contract, please note the presence or absence of each one.

If the row is highlighted in red, it means this element is required and non-negotiable.

If the row is highlighted in orange, it means the element should be present and its absence should be approached cautiously.

If the row is highlighted in green, it means the element is negotiable and not required to execute the contract.

In the case of Clubs and Services, the Students' Society of McGill University Inc. (SSMU) is the legal entity on all the contracts.



## Association étudiante de l'Université McGill

Située sur les territoires traditionnels des collectivités Haudenosaunee et Anishinaabe.

## Students' Society of McGill University

Located on Haudenosaunee and Anishinaabe, traditional territories.

[ssmu.ca](http://ssmu.ca) | (514) 398-6800 | 3600 rue McTavish, Suite 1200, Montréal, QC, H3A 0G3

1	<b>Name of the other party</b> e.g. business or individual If it is an individual, you can skip row 2.
2	<b>Type of business</b> e.g. sole proprietorship, partnership, corporation, limited liability corporation, legal association.
3	<b>Name of the SSMU and your Club or Service</b> Students' Society of McGill University Inc. [Your Club/Service Name]
4	<b>Personal information</b> Your personal information as a primary contact for the event.
5	<b>Signing officers</b> Names and titles of each person signing for each party. For the SSMU, leave the space blank, we fill it up for you. (Leave this space blank)   SSMU Signing Officer (Leave this space blank)   Vice-President Finance
6	<b>Addresses</b> Legal addresses of each party, as follows.  The SSMU address is: 3600 McTavish Street, Suite 1200, Montreal, QC, H3A 0G3 514-398-6800
7	<b>Purpose or intent of the contract</b> e.g. DJ services, lighting, alcohol, catering, venue, etc...
8	<b>Term or duration of the contract</b> This must include a start date and end date.



## Association étudiante de l'Université McGill

Située sur les territoires traditionnels des collectivités Haudenosaunee et Anishinaabe.

## Students' Society of McGill University

Located on Haudenosaunee and Anishinaabe, traditional territories.

[ssmu.ca](http://ssmu.ca) | (514) 398-6800 | 3600 rue McTavish, Suite 1200, Montréal, QC, H3A 0G3

<b>9</b>	<b>General terms</b> e.g. relevant quantities, delivery date(s), a price list of all the materials and types of materials each party needs... Please note that some general terms may be found in appendices or schedules at the end of a contract.
<b>10</b>	<b>Assignment provisions</b> The assignment provisions forbid one party from outsourcing part or all of the contract without the other party's permission.
<b>11</b>	<b>Notice or communication clauses</b> These clauses specify all parties who should be notified, the location to send written notification and the method(s) of communication. For the SSMU, the preferred method of communication is <u>by email</u>  The SSMU address is: 3600 McTavish Street, Suite 1200, Montreal, QC, H3A 0G3 514-398-6800  The parties to be notified are: General Manager   <a href="mailto:gm@ssmu.ca">gm@ssmu.ca</a> Vice-President Finance   <a href="mailto:finance@ssmu.ca">finance@ssmu.ca</a>
<b>12</b>	<b>Renewal clauses</b> The renewal clauses indicate if the contract will be renewed after the initial term. (e.g. some contracts include terms to extend a contract for a period of time after the initial term has expired).
<b>13</b>	<b>Penalties</b> Penalties associated with term breaches, such as a late fee for underpayment or lack of payment agreed on by both parties or accrued interest outstanding amounts not paid to either party.



## Association étudiante de l'Université McGill

Située sur les territoires traditionnels des collectivités Haudenosaunee et Anishinaabe.

## Students' Society of McGill University

Located on Haudenosaunee and Anishinaabe, traditional territories.

[ssmu.ca](http://ssmu.ca) | (514) 398-6800 | 3600 rue McTavish, Suite 1200, Montréal, QC, H3A 0G3

14	<b>Default clauses</b> These clauses indicate remedies, the remediation period or contractual termination in the event either party violates a contractual obligation and the means and ability of either party to terminate the contract. Usually, termination clauses include methods of remedy which describe ways to correct any default(s).
15	<b>Indemnification clauses</b> The indemnification clauses detail which party is responsible for insurance claims, liabilities, injuries, suits, demands, and expenses that occur due to oversight or neglect.
16	<b>Confidentiality clauses</b> The confidentiality clauses broadly or specifically describe the responsibility to protect the private information contained in the contract or of either party, gathered during the term of the contract.
17	<b>Intellectual property (IP) clauses</b> They broadly or specifically describe the ownership of IP used or created during the contract period and which parties own the IP.
18	<b>Governing law clauses</b> The governing law clauses of the contract indicate the province of Québec. These clauses will also include the severability of one or multiple clauses in the event of unlawful content.
19	<b>Language clause</b> It indicates the language of the contract agreed upon by both signing parties.
20	<b>Supporting documentation</b> Optional - Supporting documents, such as letters of intent, appendices, schedules, annexes further detailing expectations, services or obligations.
21	<b>Supporting documentation verification</b> If there are supporting documents to the agreement, verify that there are no inconsistencies between the two. e.g. payment amounts, dates and times



**Association étudiante de l'Université McGill**

*Située sur les territoires traditionnels des collectivités Haudenosaunee et Anishinaabe.*

**Students' Society of McGill University**

*Located on Haudenosaunee and Anishinaabe, traditional territories.*

[ssmu.ca](http://ssmu.ca) | (514) 398-6800 | 3600 rue McTavish, Suite 1200, Montréal, QC, H3A 0G3

# SAMPLE AGREEMENT

You can use the [Google template](#) to create your own agreement. Please note that this sample is not exhaustive and several elements are not represented in this contract

## SAMPLE AGREEMENT FOR PROVISION OF SERVICES

This sample is not exhaustive and several elements are not represented in this contract

By and Between **1** **2** **6**  
[Name of other party] / [Signing officer]  
[Address]  
[Phone number]

And **3** **6**  
Students' Society of McGill University Inc.  
[ Your club/service name]  
3600 rue McTavish, Suite 1200  
Montréal, QC, H3A 0G3  
P: (514)398-6800

<b>Additional information:</b>	[Primary Contact] [E-mail]	<b>4</b>
<b>Purpose of agreement/rental:</b>	Cocktail Networking Event	<b>7</b>



## Association étudiante de l'Université McGill

Située sur les territoires traditionnels des collectivités Haudenosaunee et Anishinaabe.

## Students' Society of McGill University

Located on Haudenosaunee and Anishinaabe, traditional territories.

[ssmu.ca](http://ssmu.ca) | (514) 398-6800 | 3600 rue McTavish, Suite 1200, Montréal, QC, H3A 0G3

<b>Date(s) of rental:</b> <b>Hours of Rental:</b>	01/20/2020 8:00 pm / 12:00 am (4 hours)	⑧
<b>Event space:</b>	Room 654	⑨
<b>Estimated number of attendees:</b>	55	⑨

1. License of rental area ⑨ ⑫
  - 1.1. [XXX] agrees that the Lessee may use and occupy the Rental Area on the date(s) of Rental, between the hours set out in Section (1).
  - 1.2. In addition to the Rental Area, the Lessee shall be entitled, in conjunction with the Event the non-exclusive use of certain common areas of the Building (washrooms and hallways).
  - 1.3. This Agreement cannot be renewed, this agreement will expire at the end of the stated term, should either party wish to renew this agreement, a new one must be negotiated, agreed upon and signed by the parties.
2. Use ⑨ ⑬
  - 2.1. The Rental Area shall be used only for the purposes described in the Event Information Section (1), and at the time specified.
  - 2.2. As of the date of this Agreement, the Lessee estimates that the number of guests set out in Section (1) will attend the Event. The Lessee shall confirm no later than 7 days prior to the Event, in writing, the actual number of guests attending the Event.
  - 2.3. The Rental Area is made available in an “as is” condition. XXX makes no representations, express or implied, regarding the condition, suitability or profitability of the Rental Area for any purpose including the Event.
  - 2.4. All entertainment and the serving of alcoholic beverages must not extend beyond the hours set out in Section (1). The Lessee and its guests and invitees must vacate the Rental Area by no later than the time set out in Section (1) or else an overtime fee of \$200.00/hr will be applied. Immediately following the Event and not later than the end



## Association étudiante de l'Université McGill

*Située sur les territoires traditionnels des collectivités Haudenosaunee et Anishinaabe.*

## Students' Society of McGill University

*Located on Haudenosaunee and Anishinaabe, traditional territories.*

[ssmu.ca](http://ssmu.ca) | (514) 398-6800 | 3600 rue McTavish, Suite 1200, Montréal, QC, H3A 0G3

of Rental Hours set out in Section (1), the Lessee, at its own cost and expense, shall remove all signs, decorations, and improvements and shall leave the Licensed Area in a clean and tidy condition, free from all rubbish, debris, waste, unused materials, or combustible materials. If Lessee has paid for the service of a cleaning crew as set out in Appendix (A), the Lessee must gather all personal belongings and any items that were brought from outside the facility before leaving the Licensed Area.

### 3. Rent **11** **12** **13**

- 3.1. The Lessee covenants to pay to XXX, the rental as set out in Appendix (A).
- 3.2. The Rental Area Charge entitles the Lessee to the use of the Rental Area for the time specified together with the Additional Equipment and Additional Services set out in Appendix (A).
- 3.3. The Lessee shall pay to XXX a non-refundable deposit in the amount of XXX set out in Appendix (A) upon execution of Rental Agreement. Deposit must be made no later than 60 days prior to Event. This acts as a confirmation for Event. No interest shall accrue upon the deposit monies. Unless the License Agreement is terminated, the balance of the rental charges specified in Appendix (A) shall be due payable by the Lessee no later than 7 days prior to Rental Date. All rental charges shall be paid in Canadian funds at the address of XXX set out above. Interest at the annual rate of 18% (1.5% per month) shall apply to overdue amounts.
- 3.4. The Lessee, in addition to the rental payable hereunder, is responsible for the cost of remedying or restoring all damage or breakage caused by the Lessee, its guests or invitees, which sum shall be added to the rental charges set out in Appendix (A) and may be deducted by XXX from the Damage Deposit referred to in Appendix (A).
- 3.5. The License Agreement may only be terminated by the Lessee by notice in writing to XXX no less than 60 days prior to Event. The Lessee acknowledges and agrees that in such event, the Damage Deposit shall be retained by XXX.
- 3.6. XXX may terminate this License Agreement by notice in writing to the Lessee if the Lessee is in breach of any of the terms of this Agreement, including without limitation, the payment of the Security Deposit or any monies required to be paid hereunder. The Lessee expressly waives any and all rights that it may have against XXX for the termination of this License and agrees that the Lessee shall make no claim against XXX arising from such termination and without limiting the forgoing, shall make no claim with respect to loss of profits, loss of economic opportunity, or consequential damages. The termination of the License pursuant to this section shall not prejudice any claims that the XXX may have against the Lessee.





## Association étudiante de l'Université McGill

*Située sur les territoires traditionnels des collectivités Haudenosaunee et Anishinaabe.*

## Students' Society of McGill University

*Located on Haudenosaunee and Anishinaabe, traditional territories.*

[ssmu.ca](http://ssmu.ca) | (514) 398-6800 | 3600 rue McTavish, Suite 1200, Montréal, QC, H3A 0G3

- 3.7. The Damage Deposit less any offset thereto as provided for in this agreement shall be returned to the Lessee within 21 days after the Event.

## 4. Alcohol, drugs & tobacco **9**

- 4.1. The Lessee agrees to abide by the provincial regulations regarding alcohol, drugs and tobacco use, including but not limited to:
  - a) refraining from bringing outside alcohol into the Building;
  - b) no alcohol consumption will be tolerated in corridors, stairs, entries or surrounding areas of it;
  - c) no underage participants will be admitted into event spaces offering alcohol and/or inside the venue;
  - d) valid photo ID must be presented upon request. XXX reserves the right to deny access to any person(s) who fail to meet this condition;
  - e) no gambling or drinking games are permitted anywhere in or surrounding the venue.
- 4.2. No alcohol shall be brought into XXX for consumption by any person except when purchased under the venues liquor licence.
- 4.3. All alcohol must be served by licensed and trained staff at the venue.

## 5. Decorations **9**

- 5.1. The Lessee shall not construct, erect, or place any decorations or other improvements without the prior approval of WS Grand. The cost of all such decorations and improvements shall be the responsibility of the Lessee. Immediately following the Event and within Rental Hours, the Lessee shall remove all decorations and improvements constructed, erected, or placed upon the Licensed Area, and shall repair any damage caused by such installation or removal. In no event shall the Lessee use nails, screws, staples, industrial type adhesive tape, or any other manner of affixing decorations or signs which would result in damage to the walls, ceiling, or floor of the Licensed Area. Any existing décor belonging to XXX and forming part of the Rental Area cannot be removed or altered in any way without express written consent of XXX. The Lessee shall pay the cost of such removals or alterations and returning to original placement.
- 5.2. XXX may remove any decorations, signs, or improvements that have not been approved, and the Lessee shall pay the cost of such removal.
- 5.3. The Lessee shall not use nor permit the use of confetti anywhere in the building including Rental Area.



## Association étudiante de l'Université McGill

*Située sur les territoires traditionnels des collectivités Haudenosaunee et Anishinaabe.*

## Students' Society of McGill University

*Located on Haudenosaunee and Anishinaabe, traditional territories.*

[ssmu.ca](http://ssmu.ca) | (514) 398-6800 | 3600 rue McTavish, Suite 1200, Montréal, QC, H3A 0G3

5.4. The Lessee shall not overload the electrical service provided by XXX.

## 6. Nuisance **9**

6.1. The Lessee shall ensure that the Event is confined strictly to the Rental Area. The Lessee shall conduct the Event in a lawful and orderly manner and shall not do, or permit anything to be done to the Licensed Area that may become a nuisance, annoyance, or cause damage or inconvenience to XXX or the building in which the Licensed Area is situated.

6.2. XXX, and its manager and employees, in their sole discretion, shall determine what constitutes a nuisance, annoyance, damage, or inconvenience and the extent of the Lessee's responsibility thereof, and XXX's decision in this respect shall be final. XXX may issue any orders or discretions that XXX feels are necessary or advisable with respect to any nuisance, annoyance, damage, or inconvenience and the Lessee shall forthwith comply with same.

6.3. The Lessee shall ensure that any public address system, music, or entertainment does not exceed levels of volume, which XXX in its sole discretion, finds reasonable, nor which exceeds municipal standards.

## 7. Release and indemnity **15**

7.1. The Lessee agrees that XXX shall not be liable for any bodily injury to or death of, loss or damage to any property belonging to, the Lessee or its employees, invitees, or guests or any other person in, on, or about the Licensed Area or Building, or for any interruption in the Event carried on in Licensed Area.

7.2. The Lessee releases and discharges XXX from any and all actions, causes of action, claims, damages, demands, expenses, and liabilities which the Lessee now or hereafter may have, suffer, or incur, notwithstanding that the negligence or other conduct or omission of XXX or anyone for whose conduct XXX is responsible may have caused or contributed to such matter.

7.3. The Lessee agrees to indemnify and save harmless XXX in respect of all claims for bodily injury or death, property damage, or other loss or damage arising from the Event or any act or omission of the Lessee or any agent, employee, invitee, or guest of the Lessee, and in respect of all costs, expenses, and liabilities incurred by XXX in connection with or arising out of such claims, including the expenses of any actions or proceeding pertaining thereto, and in respect of any of its covenants and obligations under this License Agreement. This indemnity shall survive the expiry or termination of this License Agreement.



## Association étudiante de l'Université McGill

*Située sur les territoires traditionnels des collectivités Haudenosaunee et Anishinaabe.*

## Students' Society of McGill University

*Located on Haudenosaunee and Anishinaabe, traditional territories.*

[ssmu.ca](http://ssmu.ca) | (514) 398-6800 | 3600 rue McTavish, Suite 1200, Montréal, QC, H3A 0G3

- 7.4. If XXX is restricted from or unable to supply the Rental Area on the Rental Date during all or any portion of the Rental Hours for reasons beyond the reasonable control of XXX, including governmental action, strikes, lock-outs, failure of utility services, fire, earthquake, wind, lightening, insurrection, failure to obtain any of the Additional Equipment or Services, the Lessee releases XXX from all liability, costs, expenses action, claims, or suits. If XXX is unable or restricted from providing Rental Area for any other reason, the Lessee does hereby acknowledge and agree that XXX maximum liability arising from costs, expenses actions, claims, or suits which the Lessee may have either in law or equity is limited to an amount equivalent to the Basic Facility Rental as set out in section 1(h) hereof.

## 8. Parking **9**

- 8.1. The Lessee, and its agents, employees, invitees, and guests shall park only in areas designated by XXX and shall comply with all parking regulations governing such designated areas. If the Lessee, or anyone associated with the Lessee park vehicles in restricted areas XXX may tow away such vehicles at the Lessee's expense.

## 9. General **7** **9** **16** **17**

- 9.1. All rights and liabilities herein given to, or imposed upon the respective parties hereto, shall extend to and bind the several respective heirs, executor, administrators, successors, and assigns of the said parties such that unless the contrary intention appears. The words "Licensor" and "Licensee" shall mean respectively "Licensor and its successors and assigns", and "Licensee, and its executors, administrators, successors, and permitted assigns". If there is more than one Licensee or the Licensee is an individual person, this License Agreement shall read with all grammatical changes appropriate by reason thereof. If there shall be more than one Licensee, they shall all be bound jointly and severally by the terms, covenants, and agreements herein. No rights, however, shall inure to the benefit of any assignee, sub-lessee, licensee, or concessionaire of the Licensee unless the assignment, subletting, license or concession has been approved by the Landlord in writing.

- 9.2. Time shall be of the essence of this agreement, save as herein otherwise specified.

## **8**

- 9.3. The License Agreement contains the entire agreement of the parties in respect of the Licensed Area and the Lessee's use and occupation thereof and may not be amended except by a written instrument executed by both parties. Both parties intend and acknowledge that this License Agreement supersedes, replaces, and merges all previous or concurrent agreements, arrangements and discussions, whether oral,



## Association étudiante de l'Université McGill

*Située sur les territoires traditionnels des collectivités Haudenosaunee et Anishinaabe.*

## Students' Society of McGill University

*Located on Haudenosaunee and Anishinaabe, traditional territories.*

[ssmu.ca](http://ssmu.ca) | (514) 398-6800 | 3600 rue McTavish, Suite 1200, Montréal, QC, H3A 0G3

written, customary or otherwise, regarding the Lessee's use and occupation of the Licensed Area.

- 9.4. The License Agreement shall be constructed in accordance with the laws of the province of Quebec.

18

- 9.5. The Lessee shall pay the appropriate fees, depending on whether music and/or dancing will be part of the event herein as per Tariff 8, the Society of Composers, and Music Publishers of Canada (SOCAN).

- 9.6. It is the express wish of the parties that this Agreement and all related documents, including notices and other communications, be drawn up in the English language only. Il est la volonté expresse des parties que cette convention et tous les documents s'y rattachant, y compris les avis et les autres communications, soient rédigés et signés en anglais seulement.

19

- 9.7. It is understood and agreed to that the above information must be kept confidential. To ensure the protection of such information, and to preserve any confidentiality necessary under patent and/or laws, it is agreed that the Lessee will not to disclose confidential information obtained from the disclosure to anyone unless required to do so by law.

**In witness whereof**, the SSMU and [Name of other party] have caused this Agreement to be executed by their respective duly authorized representatives as of the date first set forth above.

5

Students' Society of McGill University

[Name of other party]

\_\_\_\_\_

\_\_\_\_\_



**Association étudiante de l'Université McGill**

*Située sur les territoires traditionnels des collectivités Haudenosaunee et Anishinaabe.*

**Students' Society of McGill University**

*Located on Haudenosaunee and Anishinaabe, traditional territories.*

[ssmu.ca](http://ssmu.ca) | (514) 398-6800 | 3600 rue McTavish, Suite 1200, Montréal, QC, H3A 0G3

SSMU General Manager

[Title Signing officer]

---

SSMU VP (Finance)

---

SSMU VP (Operations)

---

Group Representative (optional)