





Caterer is responsible for bringing and removing all food, beverages and supplies to and from the Facility and such Outside Caterer will not have access to any University kitchen facilities, unless otherwise provided for in this agreement. An outside caterer must provide proof of their Commercial General Liability insurance coverage, by way of providing the University of Winnipeg with a certificate of insurance naming the University of Winnipeg as an additional insured in an amount of no less than \$5,000,000 prior to the event.

6. Compliance

- 6.1 In carrying out its obligations pursuant to this Agreement, the Client shall, at all times, act strictly in accordance with all applicable laws, regulations, orders and other requirements of applicable governmental authorities, and shall strictly observe all private rights.
- 6.2 If alcohol will be served at the Event (regardless of whether it is purchased by the attendees), the Client must obtain an Occasional Liquor Permit from the Manitoba Liquor Commission with the prior approval of the University.

7. Warranty

- 7.1

The Client shall indemnify and save the University harmless from all claims, losses, damages, expenses or costs (including reasonable legal and other professional fees, costs and disbursements) whether or not such losses, damages, expenses or costs are special, consequential or arising directly or indirectly from any breach of the terms and conditions of this Agreement or its use of the Facility or the Event. For greater certainty, claims, losses, damages and expenses arising from injury to persons or destruction of property directly or indirectly arising from the use of the Facility or the Event or the provision of services or the provision or operation of any equipment or apparatus in the Facility shall be the sole responsibility of the Client and the University shall be indemnified and saved harmless in respect thereof.

12. Limitation of Liability

12.1 The University's total liability to the Client, on all claims of any kind, whether in contract, warranty, indemnity, tort (including negligence) strict liability, or otherwise, arising out of performance or breach of the Agreement shall not exceed the Deposit. All liability of the University under the Agreement shall terminate upon expiration of one (1) year from the Commencement Date.

12.2

14.10 This Agreement shall be construed in accordance with the laws of Manitoba as applied to transactions taking place entirely within Manitoba between Manitoba residents. Any action taken relating to this Agreement shall be commenced in the Court of Queen's Bench (Winnipeg Centre) of Manitoba.