



## FACILITY USE AGREEMENT

Nova Scotia Health Authority ("NSHA") agrees to permit \_\_\_\_\_  
("Facility User") to enter onto and use the following QEII Simulation Program location (the "Centre"):

**Skills Centre**, Bethune Building, 1278 South Park St., Halifax, Nova Scotia

**Simulation Centre**, Centennial Building, 1276 South Park St., Halifax, Nova Scotia

**Sim Bay**, Charles V. Keating Emergency and Trauma Centre, 1796 Summer Street, Halifax, Nova Scotia

for the purpose of \_\_\_\_\_ on the following dates: \_\_\_\_\_.

In consideration of this permission, the Facility User agrees as follows:

- 1) To assume full legal and financial responsibility for any and all damages to NSHA buildings, facilities and/or equipment used by the Facility User, and to be responsible for removal of all personal materials prior to leaving the Centre at the completion of each program/event. Facility User will be billed for any damages repaired by NSHA including labour and materials. NSHA does not assume responsibility for damage to or loss of any materials or equipment left at the Centre. NSHA is not responsible to Facility User, its officers, employees, agents, participants, or invitees for any items lost or stolen at the Centre or as a result of Facility User's use of the Centre;
- 2) To conform to all applicable NSHA policies and procedures, including those relating to patient confidentiality. The Facility User shall not knowingly permit its participants, employees or agents to act in breach of the NSHA policies and procedures;
- 3) To indemnify and hold harmless, assume liability for and defend, NSHA and its officers, employees and agents, from and against any and all actions, claims, liabilities, assertions or liability, losses, costs, and expenses, which in any manner arise or are alleged to have arisen, from the acts, errors or omissions of the Facility User, in connection with Facility User's operations, activities, occupancy, or use of the Centre.
- 4) To indemnify and hold harmless, assume liability for and defend, NSHA and its officers, employees and agents, from and against any and all actions, claims, liabilities, assertions or liability, losses, costs, and expenses, brought by any employees of the Facility User which in any manner arise or are alleged to have arisen from the Facility User's use of the Centre.
- 5) To carry a Commercial General Liability insurance policy with a limit of \$5,000,000 per occurrence to cover the occurrence of property damage or bodily injury arising out of or during the use of the Centre. NSHA provides liability protection only for NSHA employees, officers, and agents when operating within the scope of their employment or agency.
- 6) To provide NSHA with evidence of insurance prior to the effective date of this agreement. When requested by NSHA, the Facility User shall provide certified copies of the required insurance policies.

The Facility User acknowledges reading this document and understands and accepts the terms as stated:

\_\_\_\_\_  
Organization

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature for NSHA

\_\_\_\_\_  
Date