

PARTY ROOM RENTAL AGREEMENT

THIS AGREEMENT made BETWEEN York Region Condominium Corporation No. 616 and

_____ (here after called the "Resident")

Suite _____ Telephone: _____ (home) _____ (business)

Attendance expected _____ (See note 1. below)

WHEREAS the Resident has requested to rent the use of the PARTY ROOM on

_____ from _____ (AM/PM) to _____ (AM/PM) for the

purpose of a _____ (please specify type of function).

AND WHEREAS the Corporation has consented to the Resident renting the **PARTY ROOM** during the time and for the purposes indicated above, the following terms and conditions apply:

1. It is understood and agreed that due to Fire regulations, a **maximum of 83 persons** are allowed to be present in the PARTY ROOM at one time. YRCC 616 Rules and Regulation require that a Security Guard be hired by YRCC 616, and paid for by the Resident, for functions of over 25 people.
2. Damage to furnishings and/or finish of rooms and/or theft or loss of the Corporation's property is the responsibility of the Resident who will be invoiced for costs of repairs or replacement as determined by the Corporation in its sole discretion. The Resident hereby accepts responsibility for use of the room in accordance with regulations governing usage of areas described in the permit, and as set out herein.
3. A security deposit must be given to the Management Office in the amount of \$500.00, cash, cheque, money order or credit card, 48 hours prior to the event. Provided all Residents' obligations hereunder are satisfactorily covered, the \$500.00 security deposit will be returned. It is understood that the above sum is a deposit only and that the Resident is nevertheless responsible for any damages or costs in excess thereof.
4. The rental cost, **\$25.00**, cash, cheque, money order or credit card, must also be given to the Management Office 48 hours prior to the event.
5. If a Security Guard is required, **payment at the Security Company's rate**, must be made and may be made by cash, cheque, money order or credit card.
6. The Resident is responsible for providing directions to the Party Room for his/her guests. NO ADDITIONAL SIGNS are to be posted in the hallways or lobby and DOORS are NOT to be left jammed open and unattended for people to enter. **The Party Room Enterphone Code is 305 and is listed on the Enterphone screen.** The telephone in the Party Room can be used to allow access to the building (press "6" to allow entry). The Resident MUST advise his/her guests accordingly.
7. The Resident will be responsible for his/her guests' behavior. If, in the opinion of the Corporation or its representative, the Resident cannot or will not control the behaviour of his/her guests, and the situation in the Corporation's opinion has deteriorated to an unsatisfactory level, the Corporation or its representative on duty will have the full authority to terminate the function immediately and ask all persons to leave the premises; and/or the police may be called to assist the representative in controlling the situation and/or the security deposit may be forfeited as partial compensation. It will be at the discretion of the Corporation as to whether the security deposit is withheld and as to whether the Resident will be permitted to use the Party Room for any further occasion.
8. That any damage to the Building, Grounds, and Room itself, caused by the Resident, any members of the Residents' family, or by any of the Residents' guests by reason or arising out of the rental and use of the Party Room will be the full responsibility of the Resident: and that the Resident agrees to pay the costs involved in restoring any property damaged to its original condition.
9. Emergency exits in the Party Room must be kept **free from obstructions** at all times.

10. The Corporation is not responsible for loss or damage to any personal property, or for personal injury to Residents or guests, however caused.
11. **The Function is to be confined to the Party Room.** The Men's and Ladies washrooms to be used are located at the south end of the building, just past the Billiard Room. No drinks or food are allowed beyond the Party Room doors.
12. The Resident will assume full responsibility for the preservation of proper order and decorum and ensure no disturbances to, or disruption of the ongoing activities in the building, grounds and common areas.
13. The contemplated use of the premises will be fully disclosed to the Corporation as a condition of, and prior to, the rental of the Party Room. It is agreed that the premises will not be used for any immoral or offensive use and by way of specific example, "strip" shows or similar live performances, pornographic or sexually explicit films may not be shown. The Resident is responsible for full compliance with any legal or regulatory obligations and will fully indemnify and hold harmless the Corporation from any breach thereof.
14. The Resident agrees to ascertain any and all permits, licenses, consents that are or may be required in connection with the use of the Party Room by the Resident as aforesaid, and to obtain such permits, licenses, and consents posted or available for inspections, as may be required.
15. The Resident is responsible to ensure that **ALL FURNITURE IS RETURNED TO ITS ORIGINAL LOCATION** and, if the Party Room dishes, cutlery, etc. were used, they **MUST** be washed, dried and returned to the cupboard they were removed from.
16. **PLEASE NOTE THAT ANY CHARGES RECEIVED FROM THE HOUSEKEEPING COMPANY FOR EXTRA CLEANING AFTER AN EVENT WILL BE CHARGED BACK TO THE RESIDENT WHO RENTED THE ROOM.**

INDEMNITY OF THE CORPORATION

Person, persons, or organization using facilities and common element areas shall indemnify and save harmless the Corporation, its Officers and Employees, from all claims and demands arising from misuse of facilities, damage or injuries to person, or property from any cause whatsoever in or about or in any way connected with the property and defend at the expense of the person, persons, or committee to whom any permit is issued, all suits which may be brought out against the Corporation, its Officers or Employees in respect of any such claim or demand and pay all judgments, fines or penalties that may be rendered against the Corporation, its officers or employees on that account thereof.

I, confirm that I have received a signed copy of the contract for my records and I acknowledge that I have read all the regulations, understand them all completely, and agree to comply with same in all respects.

DATED at Richmond Hill this _____ day of _____, 20____.

Signature

Date

THE PARTY ROOM MUST BE VACATED BY 12:00 AM.

THERE IS NO SMOKING IN THE PARTY ROOM OR ANY OF THE COMMON AREAS INSIDE THE BUILDING. This is a Town of Richmond Hill By-Law.

INSPECTION AFTER USE

ROOM HAS BEEN INSPECTED. ALL GARBAGE AND PERSONAL PROPERTY HAS BEEN REMOVED. THERE IS NO DAMAGE TO FINISH OR FURNISHINGS & ALL CORPORATION PARTY ROOM PROPERTY IS INTACT.

Signature

Date

Security Deposit in the amount of \$ _____ has been returned. Initials: _____