

HALL RENTAL AGREEMENT (MEMBERS)

This Agreement made in duplicate – This _____ day of _____ 20__

BETWEEN CANORIENT CHRISTIAN ASSOCIATION OF METROPOLITAN TORONTO INC., hereinafter called the Lessor, AND _____, herein after called the Lessee.

LESSEE PERSONAL INFORMATION

*Member's Name:	
Address:	
Email address:	

CONTACTS:		
<u>HOME PHONE</u>	<u>WORK</u>	<u>CELL</u>

ALTERNATE CONTACT	NAME	PHONE	EMAIL
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** Member Rates are offered when the person making the reservation for the event is a paid member of the Lessor both in the year that the reservation is made and the year the event is held. The member signing this Agreement must also be the one hosting the event at the Location and will be liable for any damages incurred. All payments and deposits required must be made by the member signing this Agreement. Member Rates cannot be applied to events hosted by non member(s). **No paid events organized by the member is permissible in the hall.** The Lessee not meeting these conditions for Member Rates will be subject to the General Rates published as at the date of this Agreement being signed. Where applicable, difference in amounts owing as a result of a rate change for a higher value will be subject to deduction from the deposit held by the Lessor.*

HALL RENTAL INFORMATION – 40 Hanlan Road, Units 40 & 41, Vaughan, Ontario (the “Location”)			
<u>EVENT DATE:</u>	<u>START TIME</u>	<u>END TIME</u>	End time must be the earlier of 7 Hours from start time or 1.00 AM the night of the event.
TYPE OF EVENT	NUMBER OF PERSONS*	* The number of persons attending will NOT Exceed 145	

WILL ALCOHOL BE SERVED?	YES <input type="checkbox"/>	NO <input type="checkbox"/>	IF YES A SPECIAL OCCASION LIQUOR LICENCE PERMIT MUST BE OBTAINED BY THE LESSEE IN ADVANCE OF THE EVENT, ALONG WITH A SMART SERVE CERTIFIED PERSONNEL
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RENTAL AMOUNT \$600.00	SECURITY / DAMAGE DEPOSIT \$350.00	The Rental and Security Damage amounts are subject to details referenced in the Terms & Conditions section of this Agreement.
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- Terms, conditions and rental fees shown here is effective **October 1, 2022.**

CANORIENT COMMUNITY CENTRE INC.

40 Hanlan Road, Units 40 & 41, Vaughan Ontario L4L 3P6 Ph: 647-868-8084

- Terms and conditions are subject to change at any time and they will apply to all rentals taking place immediately after the change, regardless of the time of booking. Rental rates can change any time; however, upon payment at minimum of the full damage deposit the rates will be reserved.
- This Agreement and all applicable schedules must be completed in it's entirety at the time the contract is signed.
- Confirmation of the booking and the use of the Location is subject to approval of the Executive Committee of the Canorient Christian Association of Metropolitan Toronto, and will be used exclusively for the of the aforementioned function per the date identified. The number of persons attending the function cannot exceed 145 persons.

TERMS & CONDITIONS OF HALL RENTAL AGREEMENT

General Rates

MONDAY TO THURSDAY: **\$350.00 ***

FRIDAY, SATURDAY, SUNDAY & HOLIDAYS: **\$600***

HOURLY RATE: **\$150.00**

* Maximum 7 (Seven) Hours between **10 AM and 1:30 AM**

- A. A booking is only firm and binding subject to existence of this signed Agreement and all applicable Schedule(s) and receipt of the required damage deposit in full at the time the booking is made. This Agreement and the applicable schedule(s) must be signed by the Lessee and the Lessor.
- B. Payment of this Agreement in full must be received by the Lessor at minimum **15 days** in advance of the event date.
- C. Keys to the Location and facilities, if applicable, will only be given to the Lessee 1 day in advance of the event subject to there being no other function on that day. Alternatively, the keys will be handed to the Lessee on the day of the event itself.
- D. The Lessee agrees to accept full responsibility for any damage(s) to any part of the Location and/or equipment, furniture and fixtures contained therein.
- E. The Lessee agrees and shall be present at all times during the occupancy of the Location. The Lessee is responsible for the conduct of all persons attending at the Location and using the facilities located therein, both within the premises and/or the external areas surrounding the Location's rented facilities. i.e. the common elements, landscaping, parking areas and neighboring units of the York Condominium Corporation No: 545 hereinafter referred to as the **"Condominium Corporation"**.
 - (a) At the discretion of the Lessor, a security guard will be hired at the expense of the Lessee for the safety and protection of persons & property, through the Duration (see Section K).
- F. The Lessee is responsible for ensuring that their guests attending the function are made aware of the evacuation procedures in the event of an emergency.

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G. **Liability:** The Lessee, for itself, its heirs, executors, administrators, successors and assigns hereby releases, waives and forever discharges the Lessor, its employees, agents, contractors, consultants, representatives, officers and directors (the **“Lessor Indemnities”**) of and from any and all claims, demands, losses, damages, costs, actions and other proceedings whatsoever, whether in law, statute or equity, in respect of death, injury, loss or damage to the Lessee or property, howsoever caused. The Lessee further agrees to indemnify and save harmless the Lessor Indemnities against any and all claims, damages or losses bought against the Lessor Indemnities in respect to any loss, damage or injury or death to any person(s) or property either directly or indirectly resulting from the Lessee and or their guest occupancy and/or use of the Location, it’s fixtures, chattels and/or equipment.

H. **Liquor License:** The Lessee agrees that there will be no sales or consumption of alcohol at, within or around the Location unless it is approved by the appropriate Liquor License authorities of Ontario through their issuance of a special occasion permit which is valid for the date of the function. All distribution and/or consumption of alcohol must be conducted in accordance with the regulations and details identified in the approved special occasion permit issued for the specific function and date. Distribution of liquor must cease immediately at or prior to the time stipulated on the permit. **A copy of the approved license must be provided to the Lessor at minimum 5 days in advance of the function/event date. All alcoholic beverages must be distributed by a smart serve certified personnel. Alcohol must cease to be served at least 30 minutes prior to the end of the event.**

IN ACCORDANCE WITH THE LICENCING REGULATION, ALL DISTRIBUTION AND CONSUMPTION OF ALCOHOL CAN ONLY BE CONDUCTED INSIDE THE RENTED PREMISES. NO DISTRIBUTION OR CONSUMPTION OF ALCOHOL IS PERMITTED OUTSIDE THE PREMISES.

I. **Decorating the Premises:** The Lessee agrees that decorations or posters or any such material will **NOT** be glued or pasted or taped to the walls or ceilings or floors of the Location. The use of glue, tape, staples, thumb tacks, nails, hooks and screws or any such material is strictly prohibited. In addition the floors will not be marked in any way. The use of fireworks, pyrotechnics and/or other such flammable substances or open flames is strictly prohibited. The use of any of the prohibited items will result in penalties assigned to the Lessee. The Lessee in addition to penalties will also be responsible for resulting damages and repairs should there be any use of prohibited items.

J. **Damages/Repairs:** Repairs, damages and or clean up requirements to the Location (internal and/or external) and any of the surrounding areas created by the Lessee and or any of the persons present at the event will be the responsibility of the Lessee. The Lessee agrees to assume the responsibility for making restitution for any cost incurred by the Lessor in full. Where applicable, the Lessor will reserve the right to retain all or any portion of the damage deposit made by the Lessee. Additional payment for damages if required will be paid to the Lessor by the Lessee.

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- K. **Duration of Use of Facilities:** The Lessee agrees to end the function/event at the time identified in this Agreement. The Lessee and their guest will be given a maximum of one ½ (Half) hour or 30 minutes to clean up and leave the Location. In any event the hall must be cleaned and locked up after the expiry of 7.5 hours from the starting time identified on this Agreement. The latest hour will be by 1.30AM on the night of the event. Failure to vacate the Location after the allowable 7.5 hours (Includes 30 minutes grace time) will result in additional overtime charges to the Lessee at the hourly rate of \$100.00 as identified in this Agreement in sections A & B respectively. The Lessee will be responsible for payment of the full hourly rate/hour regardless of the number of minutes used in each extra hour. Overtime charges incurred are subject to deductions from the damage deposit held by the Lessor.
- L. **A copy of this signed Agreement by** both parties must be in the possession of the Lessee at all time while on the Location. If a liquor permit has been obtained it must be displayed in the bar area during the function/event.
- M. **Clean Facilities:** The hall and associated facilities will be delivered professionally cleaned to the Lessee prior to the function/event. The Lessee shall return the hall and the associated facilities in a reasonably clean state at the conclusion of the function. Cost if any for cleaning of the facilities above and beyond the standard professional services will be assigned to the Lessee. The Lessee is responsible for the removal and clearing of all debris including used empty bottles and all other disposable items resulting from their use during the function. The debris must be collected and disposed off in the appropriate disposable bins as identified to the Lessee. The clean up includes items from the tables, chairs and the floors as may be necessary. The Lessee is also responsible for removing all of their personal belongings and equipment prior to leaving the premises at the conclusion of the function/event.
- N. **RENTAL TERMS:**
- (a) A Security/Damage deposit in the amount of ~~\$350/=~~ must be received by the Lessor at the time of signing the Agreement. (At minimum 7 days in advance of the event date) – The Agreement is only binding upon receipt of the Security/Damage deposit by the Lessor.
 - (b) The Rental amount of ~~\$600/-~~ must be received by the Lessor at minimum 2 weeks in advance of the function/event date.
 - (c) Where applicable, a copy of the approved Liquor License must be provided to the Lessor at minimum 5 days in advance of the function/event. A copy of this license will be attached to this signed Agreement and retained by the Lessor.
 - (d) Persons managing the bar for the event will be Smart Serve Certified personnel.
 - (e) The Location, the hall and the associated facilities is a smoke free environment. No smoking is permitted anywhere inside the Location. Smoking is only permitted in designated areas in the immediate vicinity outside the Location. **Smokers must use the receptacles provided for ashes and residue smoking waste.** Littering on the grounds of the property outside the Location may result in the Lessee being charged for clean up or any other damages resulting thereof. Fines incurred as a result of smoking inside the Location will be for the account of the Lessee.

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- (f) Included in this Agreement are the use of the hall, the kitchen facilities including the stove & oven, microwave oven, the two stand up fridges, the sink, the bar counter (excluding the bar coolers), tables and chairs and the clean and stocked washroom facilities.
- (g) Unused chairs, tables or any other fixtures must remain within the confines of the hall and must NOT be taken outside the Location.
- (h) The Lessee must strictly adhere to and abide by all the emergency evacuation procedures provided by the Lessor.
- (i) The maximum number of persons attending the function/event and/or using the facilities WILL NOT EXCEED 145 PERSONS.

O. CANCELLATION POLICY:

- (a) The Lessor reserves the right to cancel this Agreement at any time in the event of an emergency beyond our control or in the event there is a misrepresentation made for the use of the community centre/rented facilities. Any clause in this Agreement is subject to cancellation or alteration by the Lessor at any time. Notice of cancellation applicable to misrepresentation of material facts will be provided to the Lessee ASAP. Cancellation notice applicable to emergencies beyond our control will be provided soon after such situations occur. The Security/Damage Deposit in such circumstance will be refunded in full.
- (b) This Agreement can be cancelled by the Lessee 90 days in advance of the function/event date without any penalties or withholdings of the Security/Damage Deposit. If notice for the cancellation is less than 90 days but more than 60 days a 50% of the Security/Damage Deposit will be retained by the Lessor. If cancellation notice by the Lessor is made within less than 60 days prior to the function/event date there will be NO REFUND of the Security/Damage Deposit.

P. RESTRICTIONS:

- (a) Any other form of illegal or morally objectionable activities are strictly forbidden.
- (b) **No paid event organized by member will be permissible**
- (c) The audio visual equipment must not be used or moved from its current location.
- (d) The audio visual equipment including the speakers is not included with the rental. You MUST make your own arrangements for such equipment.
- (e) The Location is a “SMOKE FREE” facility and smoking anywhere on the premises is STRICTLY PROHIBITED. Smoking is only permitted in designated areas outside the premises. Receptacles provided for smokers waste material must be used to avoid any clean up cost resulting from any littering. Please ensure all guest are reminded to respect our property and those of the surrounding neighbors. Smokers must refrain from congregating in front of the emergency exits. Fines incurred as a result of smoking inside the Location will be for the account of the Lessee.

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- (f) The stove and microwave equipment is to be used for the purpose of warming dishes as required. Cooking anywhere on or off the premises is NOT PERMITTED.
- (g) All activities conducted and equipment used must comply with the following:
 - The Ontario Fire Code
 - All municipal & city fire safety related by-laws
 - The Occupational Health and Safety Act
 - By-Laws of the City of Vaughn
 - By-Laws, rules and regulations of the Condominium Corporation
 - By-Laws, rules and regulations of the Canorient Christian Association of Metropolitan Toronto.
 - Liquor License Act of Ontario

Q. **SECURITY CAMERA:** Lessor uses security cameras for the safety and security of the members, guests and renters.

CONTRAVENTION OF ANY OF THE AFOREMENTIONED RESTRICTIONS AND OR THE TERMS AND CONDITIONS NOTED HEREIN WILL RESULT IN FORFEITURE OF THE SECURITY/DAMAGE DEPOSIT AND ASSIGNED LIABILITY TO THE LESSEE AND THEIR GUEST.

I/WE the undersigned have read and understood all of the aforementioned details including the Rental Terms & Conditions contained in this Agreement for the rental of the Location. I/We hereby agree to comply with all of the terms and conditions noted herein.

PRINT NAME

SIGNATURE OF LESSEE

DATE

FOR AND ON BEHALF OF THE CANORIENT CHRISTIAN ASSOCIATION

PRINT NAME

TITLE

AUTHORIZED SIGNATURE

DATE