

Common Room Booking Contract Agreement
Wellington Standard Condominium Corporation No. 236
25 KAY CRES, Guelph, ON

Please refer to page 3 for the insurance required for all private functions

A minimum of 7 business days' notice is required for reservations.

I, _____, the owner of unit _____ and I, _____, the host of the party/function, hereby agree to the following terms and conditions of governing the use of the Common Room for a private party/function:

1. I understand and agree, on behalf of myself, and my heirs, assigns, personal representatives and next of kin, that my execution of this document constitutes:
 - a) **AN UNQUALIFIED ASSUMPTION OF ALL RISKS** associated with my use (and the use by my guests) of the common elements, including the common room, as described in this Agreement. This includes all risks arising from negligence or gross negligence, including any compounding or aggravation of injuries caused by negligent first aid operations or procedures of the Condominium and its agents, managers, officers, directors, and _____ employees or successors, assigns or insurers of same (the "Releasees");
 - b) **A FULL AND FINAL RELEASE AND WAIVER OF LIABILITY AND ALL CLAIMS** that I have or may in the future have against the Releasees, both present and future, from any and all liability for any loss, damage, injury or expense that I may suffer, or that my next of kin may suffer as a result of my use of the common elements and common room due to any cause whatsoever, **including negligence, breach of contract, or breach of any statutory or other duty of care, including any duty of care owed under the relevant occupiers liability act or any other relevant statutes**, on the part of the Releasees.
 - c) **AN AGREEMENT NOT TO SUE THE RELEASEES** for any loss, injury, costs or damages of any form or type, howsoever caused or arising, and whether directly or indirectly from my use of the common elements; and
 - d) **AN AGREEMENT TO INDEMNIFY, and to SAVE and HOLD HARMLESS the RELEASEES**, and each of them, from any litigation expense, legal fees, liability, damage, award or cost, of any form or type whatsoever, they may incur due to any claim made against them or any one of them whether the claim is based on the negligence or the gross negligence of the Releasees or otherwise, including any claims brought by my guests, their families, or others pursuing an interest through any one or more of them.
2. I understand that action will be taken against me, should my guests or I not abide by the conditions as set out in this Agreement. Such action could include but is not limited to, additional charges levied against me as the person booking the room.
3. I understand that private party/function means a function for personal family and/or friends. Private functions, which raise money, are not permitted. **The Common Room can accommodate a maximum of 60 people as per fire code regulation.**
4. As the host of the function, I agree to remain in the Common Room during the entire function and if applicable will be responsible for all of my guests while they remain on the property.
5. I will comply with the City of Guelph Noise Bylaw #16366 which states that excessive noise from such items as radio, stereo, musical or other sound producing instrument is prohibited in residential areas **AT ALL TIMES.**
6. **The function is to end, and the Common Room to be cleared of guests, by 1:00 a.m. unless prior arrangements have been agreed upon, in writing, with the Property Manager.**

7. I will not affix any signs or decorations on any walls or ceiling.
8. Guests using the Common Room are not permitted in any other common area of the building. Specifically, guests need to remain in the Common Room and are not permitted to gather in the lobby of the building or wander throughout the building for example.
9. **Alcohol is permitted in the Common Room. Please see attached Alcohol Policy.**
10. For all functions, the following additional rules must be adhered to:
 - a. All guests must be met at the common room entrance. The entry door may not be propped open
 - b. All guests must be informed that they are not allowed access to any other part of the building and should remain in the Common Room until the party is over and until such time when they are leaving the building.
 - c. At the end of the party, the guests should leave the building quietly and expediently. (no lingering at the entrance or any part of the building)
 - d. Washroom must be cleaned by person(s) renting the Common Room.
 - e. All appliances and countertops must be wiped clean of all spills.
 - f. All garbage must be properly disposed of.
 - g. **NO SMOKING** is permitted in the Common Room or any of the indoor common elements and must be strictly observed. All cigarettes' butts must be removed from outside.
 - h. Bookings will not be accepted more than twelve (12) months in advance and will be accepted on a first call basis.
 - i. Owner must provide the following when the key is picked up; proof of insurance, damage deposit cheque, and cleaning fee cheque/cash. (refer to below for an explanation of these costs)

In addition to these rules, the owner/host is responsible for ensuring that all guests abide by all condominium rules and bylaws, including parking rules.

11. **A damage deposit of (\$500.00) payable by cheque only to WSCC # 236** is required. This cheque will be returned or destroyed after a Corporation representative has inspected the room (within 72 hours of the event). If the room or patio has not been properly cleaned, there is damage to either the room or patio or any items have been removed from the room, part or all of the deposit will be retained by the corporation. **WSCC #236** reserves the right to assess additional costs to the user if the damages or losses exceed the deposit.
12. **A cleaning charge of \$50.00 payable by cash ONLY** applies to each reservation. The current contract with the building cleaners does not include the common room. This fee is for the extra cleaning costs for this room after a private function. This includes wet mopping of all floors, vacuuming carpets, wiping down cupboards, counter tops, appliances, furnishings and the common washroom. This is not refundable and is to be paid in advance of the booking. Any cost for additional cleaning may be invoiced to the unit owner or the damage deposit may not be refunded.
13. **A rental fee of \$100.00 payable by cheque only to WSCC #236** – 25 Kay and applies to each reservation for the use of the room. This is not refundable and is to be paid in advance of the event.
14. The Corporation (management and/or board of directors) reserves the right to prevent access to this amenity for any reason at any time.

DATE OF USE: _____ TIME: FROM: _____ to _____

ESTIMATED NUMBER OF GUESTS: _____

PURPOSE OF FUNCTION: _____

DEPOSIT RECEIVED: \$ _____ CHEQUE RENTAL FEE: \$ _____ CHEQUE

CLEANING CHARGE: \$ _____ CASH

OWNER HAS PROVIDED COPY OF PROOF OF INSURANCE ____ YES ____ NO

ALL OWNERS MUST HAVE INSURANCE TO USE THE PARTY ROOM FOR A PRIVATE FUNCTION. THE INSURANCE MUST ABSOLVE THE CORPORATION/MANAGEMENT/AFFILIATES FROM LIABILITY SHOULD BODILY HARM OR PROPERTY DAMAGE OCCUR AT ANYTIME AS A RESULT OF THE PRIVATE EVENT. IF YOU DO NOT HAVE INSURANCE COVERAGE INCLUDED IN YOUR UNIT FOR THE USE OF THE COMMON AREA FOR A PRIVATE FUNCTION, YOU WILL NEED TO CONTACT YOUR INSURANCE COMPANY FOR A SPECIAL OCCASIONS PERMIT.

OWNER HAS INCLUDED WSCC 236 AND ITS AGENTS INCLUDING MF PROPERTY MANAGEMENT TO THE "SPECIAL OCCASION POLICY" ____ YES ____ NO

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS DOCUMENT I AM WAIVING CERTAIN SUBSTANTIAL LEGAL RIGHTS WHICH I, MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS MAY HAVE AGAINST THE RELEASEES.

PLEASE NOTE: If a tenant is renting the common room, the UNIT OWNER must sign and accept full responsibility for the rental assuring that all rules and regulations are followed. Failure to seek UNIT OWNER approval will result in rental denial.

HOST OF PARTY

NAME: _____

DATE: _____ SIGNATURE: _____

UNIT OWNER

NAME: _____

DATE: _____ SIGNATURE: _____

ALCOHOL POLICY

1. The Registered Owner is responsible for ensuring that all requirements under the Liquor License Act are strictly enforced.
2. The law states that alcohol may not be served to minors, or to an intoxicated person, nor may anyone be served to the point of intoxication.
3. When hosting an event where alcohol is served, the Host must have a Designated Driver Program in effect. This program is to ensure that drivers of motorized vehicles do not leave the event in an impaired state. The greatest risk of liability occurs when an impaired driver leaves an alcohol-related event.
4. The event host(s) is/are responsible for taking the necessary measures to prevent the possibility of impaired driving.
5. The host must provide an adequate supply of non-alcoholic beverages.
6. The owner renting the room, and the host of the function (if different from the owner renting the room) agree to indemnify and hold harmless WSCC 236, its Board of Directors, the Property Manager, and the property management company, from any and all claims arising from an impaired drive incident.
7. Management may request proof of insurance which includes a special occasion policy adding the Condominium and its agents as additional insureds on the policy, at least for the time surrounding the duration of this event.

I have read and am aware of the Alcohol Policy for the Common Room at **WSCC 236 (17 Kay)**

HOST OF PARTY

NAME: _____

DATE: _____ SIGNATURE: _____

UNIT OWNER

NAME: _____

DATE: _____ SIGNATURE: _____