

AGREEMENT FOR USE OF RECREATION ROOM

THIS AGREEMENT made in duplicate this _____ day of _____, 20__

BETWEEN:

Toronto Standard Condominium Corporation No. 1802

(Hereinafter called the "Licensor")

OF THE FIRST PART

(Hereinafter called the "Licensee")

OF THE SECOND PART

WITNESSETH that in consideration of the covenants and agreement herein contained on the part of the Licensee, his/her heirs, executors and administrators to be observed and performed, the Licensor hereby agrees to permit the use of the Recreation Room only as hereinafter set forth. The Licensee hereby agrees to forthwith deposit cheques with the Licensor for applicable fees all in accordance with the terms and conditions hereinafter as detailed below:

25 Guests and Under

- Refundable security deposit of \$300.00 (payable to TSCC No. 1802)
- \$100.00 non-refundable rental fee (payable to TSCC No. 1802)
- Cleaning fee of \$20.00 per hour will be charged if room is left un-cleaned.

26 Guests or Over

- Refundable security deposit of \$300.00 (payable to TSCC No. 1802)
- \$100.00 non-refundable rental fee (payable to TSCC No. 1802)
- Cleaning fee of \$20.00 per hour will be charged if room is left un-cleaned

Security Guard to supervise the party for full duration of 26 Guest or over and a minimum of four (4) hours at \$22.00 per hour plus taxes.

The corporation holds all rights to request a security guard supervision of any event, regardless of the number of guests, at its sole and absolute descretion.

In consideration of the foregoing, the Licensor agrees to permit the use of the said Recreation Room on

the _____ day of _____, 20__, from _____ am/pm to _____ am/pm, and the Licensee agrees to pay the security deposit, a non-refundable administrative fee, if applicable, arrange and pay in advance through the Licensor for the additional security service, all in accordance

with the rules hereinafter set forth.

1. The Licensee in consideration of obtaining the use of the Recreation Room agrees as follows:
 - (a) The term “Licensee” in the Agreement shall be defined as a person who is a registered owner of a unit in the Licensor corporation, a spouse of such registered owner, or a named tenant or sub-tenant of such owner, or otherwise approved by the Board of Directors provided the unit is currently occupied as the principal residence of such owner, spouse, named tenant or sub-tenant. A person that is not a Licensee as so restrictively defined may not enter into this Recreation Room licensing agreement, and any such agreement to the contrary then is void and of no effect.
 - (b) The maximum number of people using the Recreation Room at any one time or function. Is limited to fifty (50) persons, in accordance with the applicable fire regulations.
 - (c) Where total attendance will surpass twenty-five (25) persons, the Licensee also agrees to engage the services of at least one (1) security guard from the Licensor’s contracted security firm for the duration of any event. The Licensee will deal directly with the Licensor in advance for the service at the current rates offered by the security firm.
 - (d) The Licensee and his/her guests will have no access to the remaining amenities in the Building and must limit their presence to the Recreation Room, the kitchen within the Recreation Room and the washrooms located south of the Recreation Room, within the lobby area. No drinks or food are permitted outside the Recreation Room.
 - (e) To ascertain and obtain, at his/her own expense, any and all permits, licenses and Consents that are or may be required in connection with the use of the Recreation Room by the Licensee. The Licensee shall file any and all permits, licenses and consents with the representative of the Management Company of the Licensor at least twenty-four (24) hours prior to the function.
 - (f) To provide directions to the party for his/her guests. No additional signs are to be posted in the hallways of lobby and doors are not to be left jammed open and unattended.
 - (g) To remain on the premises at all times during the function, and will be responsible for his/her guests’ behavior. If, in the sole discretion of the Licensor, its representative, the security guard, the Licensee cannot or will not control the behavior of his/her guests and the situation, in the Licensor, its representative, or the security guard’s sole opinion has deteriorated to an unsatisfactory level, the Licensor, its representative, or the security guard will have the full authority to terminate the function immediately and ask all persons to leave the premises and the security deposit may be forfeited by the Licensee, at the sole discretion of the Licensor. The Licensor, in its sole discretion, may refuse the request of such License for the use of the Recreation Room on future occasions.
 - (h) Prior to the function’s commencement to complete a take-over inspection with a Representative of the Licensor and the Licensee shall complete a further inspection of the

premises with a representative of the Licensor following the conclusion of the use of the premises. If there is extra cleaning needed, damage, theft or loss of the Licensor's furnishings or other property or damage to the premises, the Licensee will be invoiced for the cost of repairs or replacement, as determined by the Licensor and the amount shall be deducted from the security deposit. The Licensee further agrees to pay any costs involved in restoring the property to its original condition, including but not limited to additional costs that may be incurred as a result of the presence of food in the Recreation Room, e.g. pest control services.

- (i) To ensure that any food, decorations, signs, dishes, equipment or other items not the Property of the Licensor will be removed immediately following the function. Any decorations, signs or equipment must be easily removable and non-damaging to facilities. No tape or attachments will be permitted on the window glass, table or chair legs or the walls.
 - (j) To fully disclose the contemplated use of the Recreation Room to the Licensor at the time of execution of this Agreement. The Recreation Room will not be used for any immoral or offensive use, including but not limited to "strip" shows or similar live performances or pornographic or sexually explicit films. The Licensee shall not permit any activities on the premises which conflict with any statute or municipal by-law or the rules or regulations of the Licensor. The function to be held shall be restricted to personal entertainment, not of a profit-making nature, and shall not involve a service club, sports club or any other outside organization or related activity. All live entertainment is prohibited unless approved by the Board of Directors.
 - (k) The hours of operation for the Recreation Room are between 8:00 a.m. and 12:00 a.m. or unless requested otherwise by security. If the Licensee and his/her guests fail to vacate the Recreation Room by 12:00 a.m., the Licensor, or its representative, or the security guard on duty will have the full authority to ask all persons to leave the premises, failing which the security deposit may be forfeited as partial compensation.
 - (l) That only non-commercial sound equipment adaptable to the building's electrical systems shall be played or utilized at the premises.
 - (m) That in the event that a buffet is being served, the buffet table must be placed at least two (2) Feet away from any wall to reduce the possibility of splashing; and
 - (n) That trash must be contained in green/black garbage bags and left in the kitchen or bar area and must not be left on any carpeted area.
2. This Agreement is non-cancellable. No refunds of any monies paid hereunder shall be made to Licensee save and except for repayment of all or part of the security deposit, in accordance with the Rules of the Corporation.
 3. The Licensor will not be held responsible for the loss or damage to any personal property or for

any personal injury to the Licensee or his/her guests, however caused.

4. It is agreed that there are no representations, conditions or agreements, express or implied, affecting this Agreement other than as set forth herein in writing.
5. In the event that the Licensor shall be unable to provide the use of the Recreation Room to the Licensee on the date specified herein, by reason of damage to or destruction of the Premises, failure of power, flooding, or other reasons of a similar nature, this Agreement shall be void and of no effect and the deposit and administration fee shall be refunded to the Licensee in full.
6. The Licensee hereby waives any claims he/she might have against the Licensor arising out of the rental of the Recreation Room, including but not limited to the unavailability of the Recreation Room for a scheduled event and hereby forever releases the Licensor, its directors, officers, employees, successors and assigns from any responsibility and liability whatsoever for any acts, omissions or negligence arising out of this Agreement, including but not limited to any injury, property damage or property loss. The Licensee hereby indemnifies and saves the Corporation free and harmless from any and all damages or injuries to persons or property or claims, action, obligations, liabilities, costs, expenses and fees incurred in any way resulting from this Agreement.
7. The Licensee hereby agrees that if applicable, the consumption of alcoholic beverages will be limited to adults of legal drinking age (in Ontario, nineteen (19) years older) and all guests consuming alcohol must have valid identification and must produce that identification upon request and the Licensee shall take whatever measures are necessary to prevent excessive consumption of alcohol and consumption of alcohol by minors in attendance.
8. The Licensor and Licensee hereby agree that the relationship created between the parties by virtue of this Agreement will not be that of a landlord and tenant.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals.

Toronto Standard Condominium Corporation No. 1802

Per: _____
 Horizon Property Management Inc.
 Acting for and on behalf of TSCC # 1802
 Per: Glen Bazouzi, Property Manager

SIGNED, SEALED & DELIVERED

In the presence of:

 Witness

 Licensee
 Contact No. () _____
 Suite No. _____