

Party Room Agreement 2009 – Schedule 1- MTCC 1013 Rules and Regulations



SCHEDULE 1- MTCC 1013 RULES AND REGULATIONS

PARTY ROOM AGREEMENT

THIS AGREEMENT made the _____ day of _____, 20_____

BETWEEN:

METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 1013
(Hereinafter called “The Corporation”

OF THE FIRST PART

AND

(Hereinafter called “The Resident”)

of SUITE # _____

at _____ Eglinton Avenue, East, Toronto, Ontario

OF THE SECOND PART

WHEREAS the Resident Owner has requested to use the Party Room on
_____, 20____. From _____m To _____m

****AT NO TIME SHALL AUTHORIZATION BE GIVEN OR THE EVENT EXCEED PAST THE PRE-APPROVED TIMES STATED ON THIS AGREEMENT.**

For _____(indicate specific type of function), and whereas MTCC 1013 has consented to the Resident using the Party Room during the time and for the purpose indicated above; therefore, let this Agreement witness that the parties hereby do agree to the terms and conditions as hereinafter set forth.

AND WHEREAS the Corporation has consented to the Resident using the Party Room on the requested date, during the requested hours and solely for the nature of the event indicated below, on the following terms and conditions only.

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1. It is understood and agreed that due to Fire Regulations, a maximum of seventy (70) persons are allowed to be present in the Party Room at any one time of use.

Initials of Unit Owner _____

2. Party Room bookings may be requested by Residents only. The Resident must be in attendance throughout the “duration of the event” (i.e. the requested time as indicated above plus a maximum of one hour for “basic cleanup”). The Party Room is available on a “first come, first serve” basis, Sunday to Thursday, between the hours of 11:00 a.m. and 10:00 p.m.; Friday to Saturday between the hours of 11:00 a.m. and 12:00 a.m. (midnight); The Resident is not to consider the Party Room booked until this Agreement has been approved by the Corporation. The Party Room is not available on Halloween.

3.a) Holiday Bookings

New Year’s Eve / New Year’s Day
Christmas Eve / Christmas Day

Initials of Unit Owner _____

Booking for these days will be accepted a maximum of 4 months prior to the dates. To ensure equal access, the same Suite/Resident may not book each of these Holiday days 2 years in a row, unless the room is not booked **1 month** prior to these dates.

Initials of Unit Owner _____

NEW YEAR’S EVE MANDATORY ADDITIONAL CHARGE

It is mandatory that a Security Guard is hired by the Corporation for the function held on New Year’s Eve to monitor the event. This cost is the responsibility of the Resident and is paid prior to the date of the event, which is non refundable if booking is not cancelled within 48 hours. The Security Fee for the standard per hour per Security Guard, and rate per hour for Statutory Holidays) must be in the form of a cheque or money order payable to MTCC 1013. The Resident must retain a Security Guard designated by MTCC 1013 for the duration of the function to monitor access to and egress from the Party Room, and to ensure the Resident and their guests are abiding by the Party Room Rules and Regulations and Agreements. Security Staff must be on site ½ hour prior to the start time of the planned function and ½ hour after the party completion time. There is a four (4) hour minimum booking time. The New Year’s Eve function must be finished by 1:00 am. All taxes are included.

Initials of Unit Owner _____

- 3.b) Party must close down ½ hour before end of function unless prior authorization is given.

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The Resident must ensure that the Party Room function is cleared of all guests and cleaned as per booking times indicated. **NO FUNCTION BOOKED IN THE EVENINGS SHOULD EXCEED 12:00 MIDNIGHT.** The Security Guard on duty will ensure that the Resident is arranging clean up and the exit of all guests by 12:00 midnight. Failure to do so will result in additional costs that will be deducted from the deposit. **Initials of Unit Owner_____**

4. 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 held accountable for costs of replacement, repairs or refinishing as determined by the Corporation in its sole discretion. The Resident hereby accepts responsibility for the use of the Party Room in accordance with the Condominium Act and the Declaration, By-Laws and Rules of M.T.C.C. 1013. **DO NOT** use any scotch tape, thumb tacks, or nails to put up decorations on walls, ceiling and mirrors. Only masking tape on painted areas allowed.

Initials of Unit Owner_____

5. The Party Room Agreement (PRA) must be accompanied by a cheque or money order for the security deposit payable to M.T.C.C. 1013 in the amount of : \$300.00 (Three Hundred Dollars) **Initials of Unit Owner_____**

Provided all of the Resident’s obligations hereunder are satisfactorily met, the security deposit will be refunded. It is understood that the above sum is a deposit only, and the resident is nevertheless responsible for any damages or costs in excess thereof.

Initials of Unit Owner_____

6. In addition to the security deposit, a separate payment for cleaning costs must accompany with the signed (PRA) in the amount of \$50.00 in cheque or money order. The Resident is responsible for “basic cleanup” (i.e. removal of all decorations without damage to the Party Room and its content and all garbage to be placed in large garbage bags (corporation supplies 2 bags / owners must provide their own garbage bags) to removed from party room to garbage room in B1).

No decorations are to be nailed or taped to mirrors or walls. Failure to do so may result in additional cleaning costs which may be deducted from the security deposit. **Initials of Unit Owner_____**

No smoking is allowed in the Party Room or in the common areas within the building. Party Room guests are not permitted to smoke in front of the building.

7. Guests are permitted to smoke **ONLY** in the gazebo located in the patio area via the

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patio doors from the party room. Guests are to be respectful that this area is used by the owners who live at Guildwood. **Initials of Unit Owner** _____

8. Additional chairs are located in the closet in the Party Room, their use is free of charge.
Initials of Unit Owner _____
9. The Resident is responsible for providing his/her guests with directions from the Visitor Parking to the Party Room. No signs are to be posted in the common elements (lobbies, elevators, corridors, etc.). Access doors are not to be propped open. All guests must gain admittance to the building by contacting the Concierge on the Enterphone. Please inform guests in advance of off-site parking, should all Visitor Parking spaces be occupied. Vehicles not properly parked in Visitor Parking spaces will be tagged and/or towed by the Parking Authority.
Initials of Unit Owner _____
10. All exits must be kept free of obstructions at all times.
Initials of Unit Owner _____
11. The Resident will be responsible for the behaviour of his/her on-site guest(s). If, in the opinion of the Corporation or Security, the Resident cannot or will not control the behaviour of his/her guest(s) and the situation, in the opinion of the Corporation or Security, has deteriorated to an unsatisfactory level, the Corporation or Security **will have the full authority to terminate the Event immediately** and require all persons to vacate the Party Room and all guests to remove themselves from Corporation property. The police may be called to assist the Corporation or Security in controlling the situation. In the event such a situation transpires, it will be at the sole discretion of the Corporation as to forfeiture by the Resident of his/her security deposit and as to the Resident being denied future use of the Party Room. **Initials of Unit Owner** _____
12. The Resident assumes full responsibility for the preservation of proper order and decorum and ensures no disturbances to or disruption of the ongoing activities in other recreation facilities and/or the quality of life of other residents.
Initials of Unit Owner _____
13. At the sole discretion of the Corporation or Security, refusal to limit noise levels may result in the immediate termination of the event in the above-noted manner and/or forfeiture by the Resident of his/her security deposit and future Party Room use. All sound and musical equipment is to be set up in the alcove beside the kitchen. **Initials of Unit Owner** _____
14. Any damage to Corporation property (e.g. the building, grounds, Party Room and/or its

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contents) caused by the Resident and/or his/her family and/or guest(s) by reason of or arising from the use of the Party Room will be the full responsibility of the Resident. At the sole discretion of the Corporation, the Resident agrees to pay all costs to repair or replace damaged property.

Initials of Unit Owner _____

15. The Corporation is not responsible for any loss or damage to the personal property of or for any personal injury to the Resident and/or his/her family and/or guest(s).

Initials of Unit Owner _____

16. The Party or gathering is to be confined to the Party Room. Washrooms to be used are located within the Party Room. (Change room washrooms are not to be used). No food or drink is allowed beyond the Party Room doors or outside on the patio/BBQ area.

Initials of Unit Owner _____

17. The Resident agrees at his/her expense prior to the requested date to obtain any and all permits, licences and consents that are or may be required in connection with the Resident's use of the Party Room (e.g. the sale of alcoholic beverages) and to have said permits, licences and consents posted or available for inspection as may be required.

Initials of Unit Owner _____

18. The contemplated use of the Party Room will be fully disclosed to the Corporation by the Resident as a condition of and prior to the Corporation's approval of this Agreement. The Party Room is not to be used for any immoral, offensive or illegal activity (e.g. "Strip shows" or similar live performances. The showing of sexually explicit films is not permitted). No gambling is permitted. Incorrect information supplied herein by the Resident to the Corporation and/or failure to comply with the terms and conditions as set forth in this Agreement may result in the immediate termination of the event in the above-noted manner and/or forfeiture by the Resident of his/her security deposit and future Party Room use.

Initials of Unit Owner _____

19. The Resident shall indemnify and save harmless from any and all liability and from all claims and demands arising out of negligence or the use or misuse of the Party Room and common element areas by the Resident his/her family or his/her guests and from damage or injuries to person or property by any cause whatsoever, in or about or in any way connected with the property, and shall defend at the Resident's expense all suits which may be brought out in respect of any such claim or demand against; and shall pay all the judgements, fines or

penalties that may be rendered against the Corporation, its manager, agents, employees and servants and Owners and any member of the household or guests of any Owner or occupant of a Unit.

Initials of Unit Owner _____

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20. The Corporation may hold back the sum of fifty (\$50.00) dollars for a breach of the Rules. Subject to the right of deduction for maintenance, cleaning and repairs and the right to hold back for a breach of the Rules, the Security Deposit shall be returned to the Resident within seventy-two (72) hours of the day following the function or use of the Party Room.

Initials of Unit Owner_____

Expected attendance _____persons

Alcohol to be served (or sold) _____(specify)

*Alcohol sold requires a liquor license, which must be produced at the Management office and displayed prominently in the Party Room.

I, the Resident, confirm the information I have supplied to the Corporation herein to be complete and correct and I acknowledge that I have read and understood the terms and conditions set forth in this Agreement and I agree to comply with same in all aspects.

Signature of Resident

Date

Corporation Approval

Date

Payment in Cheque or Money Order Attached ()

Payment Description: (Which Bank, Cheque #, M.O. #)

1. Cheque / M.O. # _____

2. Cheque / M.O. # _____

FOR OFFICE USE ONLY

RE: NAME: _____ SUITE# _____ A or B

MONIES RECEIVED:

Security Deposit: \$ _____
Cleaning Costs: \$ _____
Security Guard Cost: \$ _____

EVENT BOOKED:

Copy of approved Agreement to Resident _____
(Resident Initial) (Date)

INSPECTIONS:

Pre-event: _____
Post-event: _____
Comments: _____

SECURITY DEPOSIT:

Amount Returned: \$ _____

Received: _____
(Resident Signature) (Date)

Reason if all or part withheld: _____

SERVICES PAID:

Cleaning: \$ _____
Other: \$ _____ Specify: _____

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PARTY ROOM INSPECTION

DATE: _____ SUITE #: _____

<u>KITCHEN:</u>	<u>PRE-EVENT</u>	<u>POST-EVENT</u>
Floors: _____	_____	_____
Counter: _____	_____	_____
Stove: _____	_____	_____
Refrigerator: _____	_____	_____
Cupboards: _____	_____	_____
<u>MEN’S WASHROOM:</u>		
Floors: _____	_____	_____
Sink: _____	_____	_____
Toilet: _____	_____	_____
Counter: _____	_____	_____
Walls: _____	_____	_____
<u>WOMEN’S WASHROOM:</u>		
Floors: _____	_____	_____
Sink: _____	_____	_____
Toilet: _____	_____	_____
Counter: _____	_____	_____
Walls: _____	_____	_____
<u>PARTY ROOM:</u>		
Carpet: _____	_____	_____
Hardwood		
Floors: _____	_____	_____
Walls: _____	_____	_____
Sofa/Chairs: _____	_____	_____
Tables/Chairs: _____	_____	_____

Resident’s Initials: (Pre-event) _____ (Post-event) _____

Security’s Initials: (Pre-event) _____ (Post-event) _____

TIME IN: _____ TIME OUT: _____