

DURHAM CONDOMINIUM CORPORATION NO. 19

PARTY ROOM AGREEMENT

Name of Owner/Resident (Host): _____ Suite #: _____
Home Phone: _____ Bus Phone: _____ Cell: _____
Date of Event: _____ Type of Event: _____
Number of People Attending: (60 guest maximum) _____ Hours of Use: _____

PARTY ROOM – RULES GOVERNING USE AND RENTAL

WHEREAS the Corporation has consented to the Resident renting the **Party Room** during the time and for the purposes indicated, the Resident agrees to the following:

- **To provide CHEQUE/DEBIT payable to DCC No.19** for TWO HUNDRED DOLLARS (\$200.00) as a non-refundable rental fee for the Party Room.
- **To provide A CHEQUE payable to DCC No. 19** for THREE HUNDRED DOLLARS (\$300.00) to serve as a security deposit. This amount is fully refundable after an Inspection of the Premises has been completed and everything found to be in order. *The deposit will be used to cover any damages (including all furniture and fixtures and other real property of the Corporation that may require repair or replacement as a result of the use of the facility by the Resident), extra cleaning costs. The deposit will be forfeited if there is any major breach of regulations which the resident does not address when requested to by security or management. Deposit will be returned to the resident on the next business day.*
- **Any parties that are still proceeding after 8:00pm must have a security guard present. Invoice for Security will be issued separately from rental fee. \$40.00 hour plus HST.**
- **All Payments and deposits must be made within four (4 days) after the date of reservation. Failure to provide payment and or deposits may result in the cancellation of your booking.**
- **Reservations must be made a minimum of 5 days prior to the booking date of the event.**
- To comply with all the Terms and Conditions set out in this document.
- That the person reserving the room is a resident of the building and will be present at the party at all times and is at least 21 years of age. The resident is one whose permanent address is at DCC No.19.

The signed agreement and cheques should be submitted to the manager.

The resident may cancel this Agreement by giving the Corporation 72 hours' notice.

SIGNED, SEALED AND) DURHAM CONDOMINIUM CORPORATION NO. 19
DELIVERED IN THE)
PRESENCE OF) _____
) per Management
) _____
Resident

Monies received: \$ _____ Chq # _____ Date: _____
Security Deposit: \$ _____ Chq # _____ Date: _____

Management Representative Signature _____

Security Deposit Returned : Received by: _____ Suite #: _____
Signature: _____ Date: _____

TERMS & CONDITIONS

I HEREBY AGREE to the following terms and conditions in consideration of having the exclusive use of the premises by myself, members of my family and invited guests and I further agree that any breach of these terms and conditions shall result in the forfeiture of all of my deposit money to the Corporation.

1. It is understood and agreed that a maximum of sixty (60) persons is allowed to be present in the Party Room, in compliance with the Fire Regulations. **Party Room Hours 8:30am to 12:00am.**
2. Damage to furnishings and/or room finishes and/or theft or loss of the corporation's property is the responsibility of the Resident who will be invoiced for the costs of repairs on refinishing as determined by the Corporation in its sole discretion. The Resident hereby accepts responsibility for the use of the room in accordance with regulations governing usage of areas described in the permit, and as set out herein.
3. The Resident will be responsible for providing directions to the party for his/her guests. NO ADDITIONAL SIGNS may be posted anywhere on the property and doors are not to be left open and it is unattended for people to enter.
4. The Resident will be responsible for his/her guests' behavior. If, in the opinion of the Corporation or its representative(s), the Resident cannot or will not control the behavior of his/her guests and the situation in the Corporation's opinion has deteriorated to an unsatisfactory level, the Corporation or its representative(s) on duty will have the full authority to terminate the party immediately and ask all persons to leave the premises and/or the police may be called to assist the representative(s) in controlling the situation and/or the security deposit may be forfeited as partial compensation. It will be at the sole discretion of the Corporation as to whether the security deposit will be withheld and as to whether the Resident will be permitted to use Party Room for further occasions.
5. **That any damage to the building, grounds, or room itself, caused by the Resident, any member of the Resident's family, or by any of the Resident's guests by reason of 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.**
6. Exits must be always kept free from obstruction.
7. **Decorations permitted in the Party Room can only be tied to tables or chairs. Decorations can be pinned on the cork board and use of the chalk wall. Decorations cannot be affixed (taped or pinned) in any way to the ceilings, walls, doors or other.**
8. The use of confetti and/or rice is not permitted.
9. **The party is to be confined to the Party Room. No drinks or food are allowed beyond the Party Room doors.**
10. All food must be removed from the room when vacated. Please ensure the refrigerator and oven and microwave are emptied and cleaned.
11. 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 common areas. **No noise which disturbs the other residents of the building shall be permitted in the Party Room. No external sound to be used only the internal sound provided by the receiver. Sound level must not exceed 62 on receiver. Entertainment must be turned off by 10:00pm as per the City of Pickering By-Law.**

12. The contemplated use of the premises must 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. The Resident is responsible for full compliance with any legal or regulatory obligations and will indemnify and hold harmless the Corporation from any breach thereof.
13. Without limiting the generality of the foregoing, the Party Room restrictions include:
 - a. No stage parties permitted.
 - b. No live entertainment permitted without the prior approval of the board
 - c. No commercial functions permitted. No activity of any kind where an entrance fee, admission charge or donation is expected shall be permitted in the facility.
 - d. All functions must end by 11:00pm and all guests must leave the premises immediately. Security has instructions to call the police for assistance in removing guests who have not vacated the premises within thirty (30) minutes following the conclusion of the party.
14. The Resident agrees to obtain all permits, licenses and consents that are required in connection with the use of the Party Room by the owner as aforesaid, and to obtain such permits, licenses, and consents at his or her own expense prior to the rental date set out above, and to have licenses, permits, and consents posted or available for inspection, as may be required.
15. The Resident agrees to abide by all Federal, Provincial and/or Municipal Act(s) and will obtain any permit or license required regarding the serving of alcoholic beverages and to indemnify and save harmless the Corporation, its officers or employees, the Management Company, its employees and other agents of the Corporation as contracted from time to time, from any and all liability and from all claims and demands arising out of any alcohol related incidents.
16. The Resident agrees to NOT LEAVE ANY FIRE HAZARDS AND REMOVE DECORATIONS.
17. The Board reserves the right to reserve the facility on special days and occasions, so that the use of the facility may be shared as a common element by all residents. The Board's use of the facility for such occasions shall be publicized at least two (2) weeks in advance.
18. The Board of Directors and/or its acting agent reserves the right to refuse any booking request which in their opinion is not for a resident's personal use, is a threat to security or may disturb the quiet enjoyment of other residents.
19. Smoking and/or vaping of any kind is not permitted in the building. Designated smoking area is on the north side of building, and all guests must abide by the bylaw of being 9 metres from any doorway openings.
20. DCC No. 19 (Corporation) will not be held liable for internet connection in Party Room.
21. The Resident who would like to rent the party room and is not the owner of their unit at 1210 Radom Street. The Resident must get consent from the owner to proceed with the party room reservation. Proof to be provided to Management.
22. The Resident shall remove and dispose of all garbage in the garbage bins located at the rear of the building. Visitors parking garbage cans should **NOT** be used.
23. The Resident is responsible for the pickup and return of the Party Room Keys/Fob. They are to ensure the Party Room is locked and the key is returned through the mail slot in the management office door.
24. The Board of Directors have the right to amend this agreement at any time.

Failure to abide by the rules will result in holding of the deposit amount as well as extra charges if seen fit. Also, a ban of booking the amenity room for future events might be placed on unit owner.

INDEMNITY OF THE CORPORATION

1. Any person, persons or organization using the facilities and common element areas shall indemnify and save harmless the Corporation, its officers or employees, the Management Company, its employees and other agents of the Corporation as contracted from time to time, from any and all liability and from all claims and demands arising out of 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 organization to whom any permit is issued, all suits which may be brought out against the Corporation, its officer or employees, the Management Company, its employees and other agents of the Corporation as contracted from time to time, in respect of any such claim or demand and pay all the judgments, fines or penalties that may be rendered against the Corporation, its officers or employees, the Management Company, its employees and other agents of the Corporation as contracted from time to time, on the account thereof.

2. I further agree that the function will end, and all guests will leave by 11:00pm sharp (any music to stop at 10:00pm). The room must be fully cleaned and closed by 12:00am. No alcoholic beverages will be served after 10:30pm midnight and in breach of the same, I shall be personally responsible for any charges or penalties levied, in either criminal law or civic law pursuant to the Liquor License Act.

3. The Resident is required to clean up the facility to a “generally acceptable standard” of cleanliness by 1:00am the night of the party. All cleaning materials will be provided by the corporation. All garbage must be removed from the Party Room and disposed of accordingly. All equipment must be cleaned after use. If it is not to the satisfaction of the Corporation’s agents, the resident will be required to pay the Corporation the cleaning fee of \$150.00 or the value of the cleaning service.

I confirm that I have received a signed copy of this Agreement 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.

Resident Name (please print)

Resident’s Signature

Management Representative Signature

Dated this ____ day of _____, 202_

**DCC No. 19 // PARTY ROOM
INSPECTION FORM**

Resident's Name: _____

Suite #: _____

Date: _____

This form is to be completed in the presence of the resident.

Description of Item	Pre-Function	Post-Function
KITCHEN AREA		
Microwave		
Refrigerator		
Sink/Backsplash		
Counter Tops		
Cabinets		
Kitchen Floor Tiles		
Garbage		
MAIN AREA		
All Furniture		
Walls/Paint/Ceiling Tiles		
Doors & Frames		
Television		
Fireplace		
Outlets & Switches		
Light Fixtures		
Thermostat – Heating		
Decorative Walls		
Speakers/Receiver		
TWO WASHROOMS		
Toilet		
Sink		
Mirror		
Dispensers		
Flooring		

Other Comments:

Pre-Function Inspection by:

Post-Function Inspection by:

Corporation Representative (Print & Sign)

Corporation Representative (Print & Sign)

Resident (Print & Sign)

Resident (Print & Sign)