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AGREEMENT

FOR USE OF SPACE AT THE SWANSEA TOWN HALL COMMUNITY CENTRE (STH)

Agreement #		Date	
Company/Billing Name (Space User)		Course/Event Name	
Primary Contact			
First Name		Last Name	
Street Address		Phone: Home	
Unit #		Phone: Work	
City		Phone: Cell	
Province			
Postal Code		Email Address	
Secondary Contact			
First Name		Last Name	
Phone		Email Address	

TERMS & CONDITIONS

- 1. AGREEMENT AND RESERVATIONS:** Only when the Agreement is completed and signed by both parties, and any required fees are paid, as set out on the invoice(s) issued by STH in accordance with this Agreement, will space be reserved.
- 2. PAYMENT AND CANCELLATIONS:** The space user agrees to pay any required fees no later than the Payment Due Date set out on the invoice(s). Payment must be made on or before the due date or there is a risk having the booking cancelled at the option of STH. Such cancellation does not release the space user from any claims for damages under this contract.
- 3. RESPONSIBILITY FOR DAMAGES, INSURANCE & DEPOSIT:** a) The space user shall be responsible for all damages and losses to STH, its premises and contents and all claims arising out of the space user's use of STH and shall indemnify and save harmless STH from such damages, losses or claims; b) The space user is required to have adequate insurance. STH may require the space user to provide proof of adequate fire, property damage and public liability insurance in which STH shall be named as one of the insured; c) The space user may be required to leave a security deposit at the time of booking space. The security deposit is refundable in full within seven (7) days after the event unless deductions are made. Deductions may be made to cover a cancellation charge or any other costs (damage or otherwise) incurred as a result of the event. This may include a deduction to cover the cost of any damages occurring to the building, equipment or furniture as a result of the event and to cover time in excess of that agreed to or for cleaning excessive mess. The space user shall request the STH staff person inspect the space and point out any pre-existing condition before the event begins and inspect the space again at the end of the event. All deductions and charges will be based on the Security Deposit Form, which the space user agrees to sign before leaving the building at the end of the event. The space user agrees to be responsible for any deficiency if damages and other charges are greater than the security deposit.
- 4. REFUNDS AND CANCELLATIONS:** A full refund will be available prior to the due date stated on the invoice. Partial refunds or other accommodations may be available at the sole discretion of STH after this date according to the circumstances and are subject to any cancellation fees that may apply.
- 5. FORCE MAJEURE:** When an extraordinary event or circumstance beyond the control of STH such as a war, strike, riot, crime, or an event described by the legal term *Act of God* (such as a hurricane, flooding, earthquake, significant building damage, etc.) occurs, then STH will not be held to the terms of this agreement.
- 6. HEALTH AND SAFETY:** a) No open flames of any kind are permitted in the building; b) Smoking is prohibited in the STH building or within 9 meters of all entrances and exits to the building.

7. VACATING ROOM AND EXTRA CHARGES: a) The space user agrees the event will be terminated and premises vacated at the times specified on the invoice. STH staff is not permitted to make exceptions; b) notwithstanding the above, where a space user remains on the premises beyond the time reserved by the space user, the space user will be additionally charged for any overstay in half hour increments. Where the space user overstays regular hours, then in addition to the hourly rate, the space user will be charged the after hour rate caused by such overstay. Such charges and payments do not relieve the space user from the requirement to meet 7a).

8. STH RIGHT TO CANCEL AND PROVISION OF ALTERNATE SPACE: STH reserves the right to cancel room bookings on the premises at any time, for any cause, in accordance with its cancellation procedures. STH may, if possible, offer to reschedule room bookings in accordance with its guidelines in place from time to time. STH shall try to give reasonable notice as circumstances permit. The sole liability so arising would be to refund any rental fees if paid. For heritage *Community Groups**, STH will follow its guidelines in place at the time.

9. STH AS VENUE ONLY: space user must not advertise in a way that implies that their function is a STH sponsored event. STH is to be referred to as a location or venue only.

10. NOISE: It is compulsory that the space user ensure that noise will be kept at a reasonable level at all times in order not to disturb other clients in the building or neighbours in the area. The decision as to the reasonability of the level is at the sole discretion of STH staff.

11. SET UP AND TEAR DOWN: The space user shall prepare their own set up and finish their clean up within their scheduled time, unless otherwise agreed in writing by STH. All furniture and equipment shall be replaced or stored in their original locations. All areas shall be kept clean of any debris or garbage.

12. ATTENDEES: It is the responsibility of the space user to control all attendees from disruptive acts within the building and grounds at any of its functions and to clean up after them. Failure to do so may result, at the sole discretion of STH staff, in the immediate cancellation of the event and in the space user being barred from holding future functions at STH.

13. LIABILITY: STH assumes no responsibility for loss or damage to any persons or the equipment, possessions, cash, clothing; or any other material brought in or kept on the premises by the space user or by any members, employees or guests of the space user. Any such item shall be brought and kept on the premises at such person's or the space user's risk and expense.

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15. RESPONSIBILITY FOR DAMAGES & INSURANCE: The space user shall be responsible for all damages and losses to STH, its premises and contents and all claims arising out of the space user's use of STH and shall indemnify and save harmless STH from such damages, losses or claims. The space user is required to have adequate insurance. STH may require the space user to provide proof of adequate fire, property damage and public liability insurance in which STH shall be named as one of the insured.

16. SECURITY: STH may require security to be on duty in accordance with its guidelines in place from time to time. Failure to comply will result in immediate cancellation of the room booking.

17. NO ILLEGAL ACTIVITIES: The space user agrees that no illegal activities or items, including but not limited to drugs, unauthorized alcohol, or weapons of any kind, will be allowed in the building or on the grounds. STH reserves the right to call in law enforcement officials when illegal activity is suspected. When STH exercises this option, it does not relieve the space user from its responsibility under this agreement. The space user shall follow the City of Toronto non-discrimination policies.

18. ALCOHOL: Events involving the serving of alcoholic beverages will be allowed only after the space user has obtained all the appropriate permit(s) and copies have been provided to STH and all appropriate governmental regulations are complied with. No alcohol may be served or consumed outside the rented room. Failure to comply with any governmental rules and regulations may result in the immediate closing of the event.

19. USE OF SPACE BY POLITICIANS AND POLITICAL CANDIDATES: If the use of space at STH is by a politician or political candidate or for the benefit of a candidate for election to political office, then this fact must be declared at the time of booking, such that Election Year Policies** will be applied. If such status is not declared, and Election Year Policies are not applied, the space user will be responsible for all resulting costs and damages.

20. COMPLIANCE: Failure to comply with any of the above Terms and Conditions may result in the immediate suspension of renting privileges and/or cancellation of the room booking.

21. STH POWER TO SUSPEND: STH may suspend renting privileges of any space user violating these STH Terms and Conditions.

22. COMPLAINTS: STH has a complaint system** and any complaint will be handled within this system.

23. COMMUNITY GROUPS* a) must provide their next year's schedule, before the end of October, to ensure the availability of space; b) should give reasonable notice that previously reserved space will not be used in order to allow STH to make such space available to others; c) must provide a second name as an alternate contact including contact information (phone number, email) as well as a list of their executive members, including contact information.

* *Community Groups: Swansea Area Seniors Association, Swansea Horticultural Association, Swansea Historical Association, Swansea Area Ratepayers Association, Swansea Town Hall Residences (J. T. Bonham Residences)*

** See www.swanseatownhall/contact/governance

I HEREBY CERTIFY THE ABOVE INFORMATION IS TRUE. I PERSONALLY AGREE OR I HAVE THE AUTHORITY TO BIND THE ORGANIZATION I REPRESENT ON THIS AGREEMENT. I AGREE TO ABIDE BY THE ABOVE TERMS AND CONDITIONS OF THIS AGREEMENT OF WHICH I ACKNOWLEDGE RECEIPT OF A TRUE COPY THEREOF. I AGREE TO SAVE HARMLESS AND INDEMNIFY THE SWANSEA TOWN HALL COMMUNITY CENTRE, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY AND ALL DAMAGES ARISING FROM THE SPACE USER(S) USE OF THE PREMISES.

SPACE USER SIGNATURE: _____ PRINT NAME: _____

SWANSEA TOWN HALL SIGNATURE: _____ DATE: _____