

University Settlement

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Telephone: 416-598-3444 Fax: 416-598-4401
Website: www.universitysettlement.ca
Charitable #: 119279412RR0001



Over 100 Years of Service in the Community

TERMS AND CONDITIONS OF USE

The Applicant's use of University Settlement premises is on the following terms and conditions:

1. The Applicant certifies that the signatory for the contract is the authorized representative of the Applicant and has the full authority to execute the contract and to bind the Applicant in respect of any other matter regarding the use of the Premises including General Liability Insurance and the supplied equipment.
2. University Settlement in all cases grants to the Applicant the non-assignable right to use the Premises and any supplied equipment solely for the purposes and on the dates and times stated on the contract. The time period for use of the Premises must include the time required to prepare the Premises for use and to clean up the Premises after use.
3. The Applicant agrees that:
 - No refund will be made if the Applicant fails to notify 2 weeks in advance of an intended cancellation.
 - Should the Applicant cancel a booking more than 2 weeks in advance of the rental date, University Settlement will refund the full amount paid minus a \$75.00 administrative fee. If the booking fee is less than \$75.00 no refund will be made.
4. The Applicant is solely responsible for the set-up of the Premises and supplied equipment for use. The Applicant shall not cause or permit the Premises or any supplied equipment to be defaced, injured or damaged in any way. The Applicant shall be responsible for any and all damage caused by its use of the Premises or the supplied equipment and shall return the Premises and supplied equipment to University Settlement in the same condition as when their use began. The Applicant shall pay to University Settlement, on receipt of an invoice, the reasonable cost of any and all repairs required to be made to the Premises or supplied equipment as a result of damages related to their use by the Applicant or any of its employees, invitees, attendees or guests.
5. In using the Premises and the supplied equipment, the Applicant will comply with all applicable Federal, Provincial and Municipal laws, by-laws, policies and regulations including all applicable University Settlement's policies and procedures. The Applicant will ensure that all those in attendance on the Premises during the period of the Applicant's use will comply with such laws, by-laws, policies, regulations and rules.
6. Any property of any kind brought on the Premises by the Applicant, its employees, invitees, attendees and guests, are at the sole risk of the Applicant and shall be promptly removed from the Premises after use of the Premises. If the Applicant fails to vacate the Premises at the end of the period of use, University Settlement may remove property of any kind and dispose of it at the Applicant's expense. University Settlement shall not be liable for damages or loss as a result of any removal or disposal of any property in accordance with this paragraph.
7. The Applicant assumes full responsibility for the acts and conduct of all persons admitted to the Premises during the Applicant's use. University Settlement retains the right TO interrupt or terminate the use of the Premises or to eject any person if designated University Settlement staff members, in their sole discretion, consider it to be necessary in the interests of public order or safety. The Applicant waives any damages or compensation should its use of the Premises be so interrupted or terminated.

8. The Applicant agrees that:
 - a) University Settlement staff may have access to the Premises at all times and may attend any meeting, course or event being conducted by the Applicant on the Premises;
 - b) No games of chance, including bingo and lotteries, may be conducted on the Premises;
 - c) No charitable fundraising is permitted on the Premises unless authorized by University Settlement's management;
 - d) No goods may be sold on the Premises unless authorized by University Settlement's management; and
 - e) Preparation and distribution of all publicity or marketing materials respecting any event to be held on the Premises are the sole responsibility of the Applicant, but all such materials must be approved by University Settlement's management; prior to their distribution or circulation. No publicity or marketing materials shall be posted on University Settlement premises without prior approval by University Settlement's management.

9. The Applicant is responsible for any costs associated with its use of the Premises or the supplied equipment which are not specifically identified in the contract, excluding the supply of any utilities to the Premises.

10. The Applicant shall be in default of these Terms and Conditions if it fails to pay any amounts due on their due date, if it breaches any of the Terms and Conditions, or if it poses a risk to the health and safety of University Settlement's staff. If the Applicant is in default, University Settlement may, in its sole discretion, terminate the use or intended use of the Premises without refunding any of the payment and shall be under no obligation to allow the Applicant to use the Premises in the future.

11. In addition to University Settlement's right to terminate the Applicant's use of the Premises identified elsewhere in these Terms and Conditions, University Settlement, in its sole discretion, may terminate the Applicant's right to use the Premises if:
 - a) It becomes aware of a use that is contrary to law;
 - b) The Applicant has misrepresented anything in its contract;
 - c) There is a likelihood of harm to any person or property
 - d) It becomes aware that the Premises are intended to be a permanent or long-term location for the Applicant's activities;
 - e) The Applicant has previously misused the Premises or University Settlement's facilities or materials or has failed to pay any fees of any sort owing to University Settlement; and
 - f) The Applicant has failed to make full payment for use of the Premises by the time of confirmation of booking of such use.

12. If the ability of University Settlement to provide the Premises for the Applicant's use is rendered impossible due to matters beyond University Settlement's reasonable control including, but not limited to, damage to the Premises and labour disruption, then this contract shall be terminated and the Applicant shall be entitled to a refund of any unused fees it has paid to University Settlement. The Applicant waives any claims for damages or compensation on account of such termination other than the refund of fees referred to above.

13. University Settlement provides no parking. Street parking is at the risk and responsibility of the owner of the car.

14. Applicant shall not operate, adjust or interfere with electrical or mechanical equipment.

15. Rubber-soled shoes must be worn in the Gymnasium. (Black rubber soled shoes cannot be worn). Except for special events.

16. The applicant shall indemnify and hold harmless University Settlement and each of its directors officers, employees and agents from and against any and all claims, demands, actions, damages, losses, costs, fines, penalties, liabilities and expenses arising from or relating to any of the foregoing injuries (including death), damage, destruction and loss. The applicant shall provide us with proof of comprehensive general liability insurance for

the duration of your contract period. This insurance would name University Settlement as additional insured and shall have inclusive limits of not less than two million dollars (\$2,000,000) for each occurrence.

17. For ongoing programs the applicant shall ensure that each person in his or her group is registered as a University Settlement Agency Member. University Settlement will not provide rental to groups (others than agency members) except under clause #16.
18. The Applicant is responsible for all damages arising from use of University Settlement property under this contract. A \$200.00 deposit must be submitted to University Settlement prior to reservation being confirmed, if deemed necessary by the Department of Recreation and Fitness. This deposit will be refunded to the applicant after the contract end, provided responsible use of facilities and equipment is indicated.
19. Full rental fees shall be paid prior to the booking date to University Settlement.
20. The applicant must provide adult supervision to groups/individuals under the age of eighteen (18) years.
21. The applicant is required to restrict activities to the location stated in the contract.
22. Private Policy: University Settlement will not use personal information for any other purpose than identified in the University Settlement Privacy Policy. A copy of the policy may be reviewed on our website www.universitysettlement.ca or you may pick a copy up at Front Desk.

I have read, understand and agree with the TERMS AND CONDITIONS OF USE above.

First Name: _____

Last Name: _____

Signature: _____

Date: _____