



Toronto Kiwanis  
Boys & Girls Clubs

Thank you for considering the Toronto Kiwanis Boys & Girls Clubs facility to host your event. Please read the following carefully:

**FACILITY RENTAL AGREEMENT**

THIS AGREEMENT IS BETWEEN:

**Toronto Kiwanis Boys & Girls Clubs** hereinafter known as the “Licensor”

OF THE FIRST PART

AND the Licensee: \_\_\_\_\_ Representative \_\_\_\_\_

Bus: Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Postal Code \_\_\_\_\_

Email: \_\_\_\_\_

Affiliation to Club: \_\_\_\_\_

Date and Time of Rental: \_\_\_\_\_

OF THE SECOND PART

**Toronto Kiwanis Boys & Girls Clubs**

\_\_\_\_\_  
(Hereinafter called the “Licensor”)

The Licensor hereby grant \_\_\_\_\_, a licence to use certain areas of the Licensor’s premises, located at 101 Spruce Street, on the dates and at the times outlined in Section A of this agreement (the “Area”), subject to the terms and conditions of this agreement contained herein all of which form part of the agreement. If use of the Area is not required by the Licensee, the Licensee shall provide a Cancellation Notice to the Licensor at least 24 hours prior to the date of the use of the Area or full fees for use of the Area (if applicable) will be applied. A standard \$25 cancellation fee will also be applied.

The Licensee agrees to observe and enforce the rules and regulations set out in Section B of this agreement.

## Payment Information

\_\_\_\_\_  
Contact Name

\_\_\_\_\_  
Address

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Phone Number

Method of Payment

Cash

Cheque

Visa

MasterCard

American Express

\_\_\_\_\_  
Credit Card #

\_\_\_\_\_  
CVV #

\_\_\_\_\_  
Exp. date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Postal Code of Billing Address

## Section A

Please indicate which rooms you are requesting and as well as the time(s) and dates requested. Fees and charges will be negotiated once TKBGC has confirmed all information is in place. All rentals are a **3 hour minimum** with the use of 2 rooms plus the kitchen. **Rooms do not include the Fitness Facilities, the Technology Lab, the Recording Studio or the Climbing Wall (those with an asterisk (\*)).**

- Clean up and set up is the responsibility of the Licensee unless otherwise stipulated.
- If you would like to hire caretaking for your event please note that there will be additional charges based on the number of hours required.
- \* indicates rooms that require additional staffing with a 2 hour minimum booking
- A \$250 dollar damage deposit may be required.

Room Request		Time		Total Hrs	Caretaking	Staff Required	Equip Needs
Room	Check	Start	Finish				
Viewing Area	<input type="checkbox"/>				<input type="checkbox"/>	<input type="checkbox"/>	
Performance Space	<input type="checkbox"/>				<input type="checkbox"/>	<input type="checkbox"/>	
Founders Rm.	<input type="checkbox"/>				<input type="checkbox"/>	<input type="checkbox"/>	
Kitchen	<input type="checkbox"/>				<input type="checkbox"/>	<input type="checkbox"/>	
Gym	<input type="checkbox"/>				<input type="checkbox"/>	<input type="checkbox"/>	
* Fitness Facilities	<input type="checkbox"/>				<input type="checkbox"/>	<input checked="" type="checkbox"/>	
* Technology Lab	<input type="checkbox"/>				<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Library	<input type="checkbox"/>				<input type="checkbox"/>	<input type="checkbox"/>	
Craft Room	<input type="checkbox"/>				<input type="checkbox"/>	<input type="checkbox"/>	
Literacy Rm.	<input type="checkbox"/>				<input type="checkbox"/>	<input type="checkbox"/>	
Youth Centre	<input type="checkbox"/>				<input type="checkbox"/>	<input type="checkbox"/>	
* Recording Studio	<input type="checkbox"/>				<input type="checkbox"/>	<input checked="" type="checkbox"/>	
*Rock Climbing	<input type="checkbox"/>				<input type="checkbox"/>	<input checked="" type="checkbox"/>	

## **SECTION B**

### **General:**

1. Smoking will not be permitted as per City of Toronto By-laws.
2. Drinking alcohol without a permit or in an unpermitted area is prohibited.
3. Any advertising for events must not be carried out until an Agreement confirming the use of the requested space has been received by the applicant. Should an advertisement be completed for an event, it shall not contain the telephone number of the Licensor or any staff therein and must contain the telephone number of the Licensee.
4. Licensees are responsible for obtaining liquor licenses for functions when necessary and must abide by all rules and regulations therein as required by Section 4 (1) of the Liquor License Act R.S.O. 19890, c.244.
5. Obtained liquor license is to be acquired at the Licensee's expense. The serving of alcohol will not be permitted unless said liquor license is displayed. A copy of the liquor license must be submitted one week before your rental and Licensee must also have a copy on hand during the time of the rental.
6. No liquor may be kept on the property of the Licensor overnight either immediately before or after a function.
7. No raffles or draws will be permitted without special permits as required.
8. The Licensor is wheelchair accessible.
9. The Licensee agrees to be present when all deliveries, including, liquor and beer, are made to the Licensor's property or address. The Licensee acknowledges that the Licensor has no obligation to accept or sign for deliveries made at the Licensor's property or address and that all such deliveries may be refused if the Licensee is not present to receive them.
10. The Licensee agrees to restrict the consumption of alcohol to that portion of the building designated for such consumption by the regulations made under the Liquor License Act, R.S.O. 1980, c.244

### **Cancellations:**

11. The Licensor will incur a fee of \$25.00 for any cancellation.
12. Cancellation by the Licensor must occur a minimum of 24 hours prior to the scheduled rental or the staffing fees will be applied to the Licensor's invoice.
13. The Licensor reserves the right to cancel or alter an agreement at any time, with or without cause.
14. Agreements may be cancelled by the Licensor if any property of the Licensor is damaged by the Licensee or if the Licensee behaves in a manner that is unacceptable to the Licensor.

### **Fees and Deposits:**

15. Fees for agreements shall be in accordance with the schedule of fees approved by the Licensor. A 50% deposit must be paid by the Licensee to the Licensor in addition to the damage deposit. Payment of balance of fees must be received in full by the Club no later than seven business days prior to the start date of the agreement, or the agreement will be cancelled.
16. An administration fee will be levied if a credit card is declined or if a cheque is returned equal to 20% of the agreed fee.
17. The Licensee will be responsible for any additional charges incurred by: false alarms (fire alarms, elevator service calls, panic button activation, etc), exceeding the allotted time, using additional space, clean-up beyond expectations, and/or damages. A fee of \$25.00 per half hour per room will be charged for a late departure from said space.

**Fire and Safety:**

18. The Licensee and all persons allowed in the Licensor's property or address by the Licensee shall exit the building in the event of a fire alarm or fire drill.
19. The Licensee shall ensure that all aisles, hallways, stairways and exits in the building are kept free from obstruction at all times.
20. The Licensee shall not bring or retain on Licensor's premises any products or materials which may pose a fire risk or conflict with the regulations of the Fire Department or the Public Health Department.
21. The seating capacity of the gymnasium, meeting rooms and activity rooms must not be exceeded.
22. The caretaker or staff designate is the Licensor's representative in charge of buildings, grounds and equipment and the Licensee shall comply with his/her instructions regarding the use, operating and safety of the building, grounds and equipment.
23. The Licensee is not permitted to operate, adjust or interfere with electrical or mechanical equipment belonging to the Licensor. The Licensee is not allowed to construct on or modify any Licensor property.

**Government Regulations:**

24. The Licensee shall conform to all applicable government by-laws and regulations and shall not carry on any activities which may be deemed a nuisance or of an unlawful nature.
25. The Licensee shall not carry on any activities or make any statements on Licensor property that may be in contravention of the Licensor's policies and the Ontario Human Rights Code regarding discrimination and harassment.

**Supervision:**

26. The Licensee shall be responsible for the conduct and supervision of all persons attending the said function / activity and shall see that all agreement regulations of the Licensor are strictly observed.

**Use of Facility:**

27. The Licensee and invitees of the Licensee must wear non-marking rubber-soled shoes in gymnasium.
28. The Licensee and invitees of the Licensee must use wood/plastic sticks only with no black tape used.
29. The Licensee is to provide its own sports equipment such as basketballs and volleyballs.
30. The Licensee is not permitted to store furniture, equipment or materials in Licensor's premises. The Licensee at the end of the License shall remove any furniture, equipment, and/or materials brought in the premises by the Licensor.
31. The floors of the Licensor's premises must be kept free of powder, wax, sand, tape or any substance.

**SECTION C:****Liability of Applicant/Organization**

In consideration of the License granted by the Licensor to the applicant the Licensee hereby agrees:

1. To reimburse to the Licensor its cost of repairing or replacing any property of the Licensor which has been damaged or destroyed, which damage or destruction has

- resulted from or has arisen out of or in any way attributable to the Licensee;
2. To reimburse to the Licensor its cost of any service calls or emergency calls that has resulted from or has arisen out of or in any way attributable to the Licensee;
  3. That neither the Licensor nor its employees shall be liable for any personal injury to or death of the Licensee or any officer, member, invitee of the Licensee using the Licensor's premises or for any loss of or damage to any property belonging to or in the possession of the Licensee or any officer, member, invitee of the Licensee using the premises of the Licensor;
  4. That it will indemnify and save harmless the Licensor and its employees from and against all manner of actions, causes of action, loss, cost, charges, damages, expenses, liabilities, claims and demands whatsoever whether relating to the injury or death of any person or damage to the property of any person which the Licensor or its employees may, at any time, sustain, incur, or be liable for by reason of or resulting from or arising out of or in any way attributable to the License granted by the Licensor pursuant to this License.
  5. The Licensee assumes no liability for any or all losses, damages, costs or expenses suffered or incurred by the Licensor, attributable to the failure of the Licensor to perform its obligation under this License or from any negligent acts or omissions made by the Licensor or its employees in connection with the License granted by the Licensor pursuant to this License.

The Undersigned hereby further acknowledges and agrees that the Club and/or its representative shall have the right to cancel the permit in the event of the occurrence of any violation of the above-noted rules and regulations.

DATED this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
Signature - License Holder Organization/or Individual

\_\_\_\_\_  
Signing Authority – Toronto Kiwanis Boys & Girls Clubs

**In the case of an emergency (fire, damage, theft etc.) please call  
Lesley Hawley 416 268-9961 immediately.**