

Ascent Room Rental Agreement

Terms, conditions and rental fees shown here are effective February 1, 2010.

Terms and conditions are subject to change at any time and they will apply to all rentals taking place immediately after the change, regardless of the time of booking.

Rental rates can change any time; however, upon payment of the damage deposit the rates are reserved. Items shown as "to be inserted" in this document are to be negotiated with the Council at the time the contract is signed, and filled in and initialed by handwriting.

1. **Facilities.** During the term of the Rental Period, defined below, the Renting Party may have the exclusive use and enjoyment of the second floor of the British Arms Pub located 29 Dunlop Street East Barrie Ontario L4M1A2, including the restrooms, tables, chairs, lights, and coat closet normally assigned for use by renting parties.

2. **Rental Period.** The Renting Party shall have the use of the Ascent Lounge on _____, 20____, between the hours of ____ and _____ (the "Rental Period"). The Rental Period includes any set up time for the Renting Party's event. Notwithstanding the length of the Rental Period, any music (e.g., disc jockeys, live bands, etc.) must promptly cease at 2:00 A.M. Excessive noise from the Renting Party's event is not permitted. It is the sole responsibility of the Renting Party to control the sound level of its event, including, but not limited to, sound from music, audio/visual systems, and guests of the Renting Party. Failure to control the noise level may result in the closing of the Renting Party's event.

3. **Rental Charge.** The charge for the Rental Period shall be \$_____ (which includes \$_____ for the "Rental Charge").

4. **Rental Hold/Security Deposit.** In addition to the Rental Charge, the Renting Party shall pay the Ascent Lounge an additional charge of \$500 – the "Rental Hold/Security Deposit" – upon execution of this Agreement to secure the Renting Party's intent to rent the Ascent Lounge and cover any damage or loss that may occur to Ascent Lounge, its contents, or any other part of the 29 Dunlop Street East, Barrie Ontario L4M 1A2. Only after the Ascent Lounge has determined that, its Ascent Lounge contents, and the building and grounds are free of damage arising from or related to the Renting Party's rental of the Ascent Lounge will this, or a portion of this, be refunded. Upon demand from the Ascent Lounge, the Renting Party shall immediately pay the Ascent Lounge to repair any damage in excess of the Rental Hold/Security Deposit.

5. **Decorations.** The only decorations permitted in the Ascent Lounge are those which may be placed on the floor or on the tables. The Renting Party shall not hang, tape, or suspend decorations from the walls, ceilings, or columns within the Ascent Lounge. No candles or open flames are permitted inside the Ascent Lounge at any time.

The following rules must be followed by all renters:

1. No staples, nails on the walls
2. No repainting of walls

6. **Maximum Capacity.** No more than one hundred (100) persons shall be permitted in the Ascent Lounge at one time.

7. **Rental Chairs, Tables and Other Equipment.** Prior to the Rental Period, the Ascent Lounge must approve the Renting Party's use of any chairs, tables, or other equipment other than those already in the Ascent Lounge. The Renting Party must remove any such additional chairs, tables, or other equipment at the end of the Rental Period.

8. **Damage:** The Renting Party is responsible, and upon demand shall pay the Ascent Lounge, for any and all damage to the Ascent Lounge that arises from or is related to the Renting Party's rental of the Ascent Lounge. This includes, but is not limited to, damage to the restrooms, tables, chairs, lights, coat closet, or any other property or asset owned by the Ascent Lounge.

9. **Cleaning of Hall.** The Ascent Lounge designated cleaning contractor shall clean the Ascent Lounge following the Rental Period. If the Rental Party exceeds the cost of cleaning that is normally paid by the Ascent Lounge then the Rental Party will be charged for the cost of the cleaning.

10. **Acts beyond the Ascent Lounge.** In the event the Ascent Lounge or any part thereof is damaged or destroyed by fire or any other cause, or if any casualty or unforeseen occurrence shall render the Ascent Lounge fulfillment of this Agreement impossible, then this Agreement shall terminate, and the Ascent Lounge shall pay the Renting Party the Rental Charge and the Security Deposit. The return of the Rental Charge and the Security Deposit shall be the Renting Party's sole and exclusive remedy for the termination of this Agreement, and the Renting Party hereby expressly waives any claims for damages or compensation arising from or related to the termination of this Agreement under this paragraph.

11. **Acceptance of Premises.** The Renting Party agrees that it has inspected the Ascent Lounge and its equipment and that the same are in proper condition for the Renting Party's use during the Rental Period.

12. **Scheduling.** The Ascent Lounge retains the right to schedule other events in Ascent Lounge both before and after the Rental Period without notice to the Renting Party.

13. **Advertising.** Absent express written consent from the Ascent Lounge, the Renting Party shall not distribute, circulate, or permit to be distributed or circulated any advertising material in or about the Ascent Lounge or 29 Dunlop Street East, Barrie Ontario L4M 1A2 , including the 29 Dunlop Street East, Barrie Ontario L4M 1A2 parking lot.

14. **Access to Premises.** The Ascent Lounge reserves for its members, representatives, and agents free access and right to enter any portion of the Ascent Lounge.

15. **Indemnity.** The Renting Party shall indemnify, defend, and hold harmless the Ascent Lounge and its officers and members against any and all demands, causes of action, or any other claim of the Renting Party, its members, agents, employees, subcontractors, patrons, guests, or invitees arising out of or related to the Renting Party's rental of the Ascent Lounge

16. **Cancellation.** In addition to any other remedy available at law or equity, either Party may cancel this Agreement if the other Party fails to comply with each and every term and condition of this Agreement. In the event that the Renting Party either (a) breaches any term of this Agreement or (ii) cancels, the Rental Hold/Security Deposit shall be forfeited as liquidated damages.

17. **Alcoholic Beverages.** If the Renting Party intends to serve alcohol at its event every guests, patrons, or invitees must be of legal drinking age in Ontario and be able to provide proper identification to the Ascent Lounge Bartenders/Security. Failure to bring proper identification, the Ascent Lounge has the right to refuse entry. No alcoholic beverages are to be consumed outside the Ascent Lounge. A cash bar is included in the rent. Cash bar service includes the liquor license, staffing of the bar and service of liquor. Patrons pay for their drinks only. Alcohol sold in the Ascent Lounge must be consumed within Ascent Lounge. No alcohol other than that sold by the Ascent Lounge is permitted on British Arms Pub property.

18. **Assignment.** This Agreement may not be assigned or transferred without the express written consent of the Ascent Lounge.

19. **Compliance with Laws.** The Renting Party shall comply with all applicable laws and regulations and shall not use or occupy the Ascent Lounge for any unlawful purpose or permit others to use or occupy Ascent Lounge for any unlawful purpose.

20. **Entire Understanding.** The Parties agree that this Agreement contains the entire understanding between them and that there are no oral or written promises, inducements, representations, warranties, covenants, undertakings or agreements whatsoever between them, except as contained herein. This Agreement cancels, annuls, and invalidates any and all prior agreements between Parties, whether verbal or written, regarding the rental of the Ascent Lounge.

21. **Modifications.** This Agreement may not be modified or amended except through an express written agreement signed by the Parties.

22. **Advice of Counsel.** Each Party represents that it received independent advice from counsel of its choosing to the extent deemed necessary by said Party; that each fully understands the contents of this Agreement, including the legal rights, obligations, and liabilities arising by virtue of this Agreement; and each executes this Agreement freely, voluntarily, and without reservation.

23. **Governing Law.** This Agreement shall be governed by the laws of the Ontario, Canada. The Parties agree that, if any provision of this Agreement is held to be invalid or unenforceable, all of the other provisions shall, nevertheless, continue in full force and effect.

24. **Required Signatures.** This Agreement is not valid unless signed by the Manager or the Chairperson of the Ascent Lounge o/a British Arms Pub Rental Committee.

25. **Binding Effect.** This Agreement shall be binding upon the Parties, their heirs, representatives or assigns.

