

ABBEY OAKS SHARED FACILITIES

CLUBHOUSE BOOKING AGREEMENT

(EXCLUSIVE USE ONLY FOR BOOKING BY OWNERS ONLY)

Reservation by _____
(Print first and last name of Owner, hereinafter referred to as Licensee)

Address _____ Suite No. _____

Business telephone: _____ Residence telephone: _____

**The clubhouse may be reserved for functions from 11:00 a.m. to 1:30 a.m.
no more than 6 months prior to the event.**

DAY OF WEEK: _____ DATE: _____

TIME: FROM: _____ AM/PM TO: _____ AM/PM (6HRS MAX)

ATTENDANCE EXPECTED: _____ (MAXIMUM = 65 people)

WILL FOOD OR DRINKS BE SERVED? Yes No

FEES Please make your cheques payable to Abbey Oaks Shared Facilities
Security Deposit \$500.00
Booking Fee \$150.00 (for private functions)
Security Guard (check with Property Management)

I HEREBY ACKNOWLEDGE that I have read the Terms and Conditions on pages 2 and 3 of this agreement and that I fully understand, accept and agree to comply with all of the conditions contained therein. I have submitted the non-refundable booking fee, the \$500 security deposit and a copy of a government issued ID with this application. My booking will be reviewed and confirmed by Management, subject to availability.

Owner / Licensee's Signature

Date

FOR OFFICE USE ONLY			
Form/cheques received		1 st inspection	
Booking confirmed		2 nd inspection	
Cleaning arranged		Deposit returned	

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TERMS AND CONDITIONS

Governing Clubhouse bookings for Private functions (Effective May 1, 2018)

1. The booking may be made by the unit owners only, not their tenants. Owners must be in good standing with no arrears owing on their account with the Corporation they own a unit at, namely HSCC 427, HSCC 439, HSCC 455 or HSCC 461 (hereinafter referred to as "Corporation").
2. ALL terms of Declaration, By-Laws and Rules of the Corporation, as well as Abbey Oaks Shared Facilities, shall be honoured.
3. The Licensee agrees to deposit with the Corporation upon signing this agreement a refundable security deposit of \$500.00. This amount will be refunded within 2 business days after completion of the function and **provided** no damage or loss has been caused to the common elements of the Corporation. Damage to furnishings or finish of the clubhouse, kitchen or common area washroom and theft or loss of the Corporation's property is the responsibility of the above named Owner (Licensee).
4. Payment must be made via personal or certified cheque to Abbey Oaks Shared Facilities. Any returned payments will bear the NSF charge of \$50.00 which will be deducted from the security deposit and/or charged back to the unit as common element fees.
5. The booking is firm once confirmed and the booking fee submitted is **NOT** refundable. As courtesy, Management may, subject to availability and only if request is received no later than 30 days before the scheduled event, accept one-time rescheduling request being no later than 6 months of the date of rescheduling. No refunds of any monies paid hereunder shall be made to the Licensee for rescheduling or cancellations with less than 30 days' notice.
6. The entry code will be provided to the Licensee by Management 1-2 days before my scheduled event. It is the Licensee's responsibility to follow up with Management during regular business hours (9:00 a.m. to 5:00 p.m., Monday through Friday, excluding Statutory Holidays) and obtain the entry code if same was not provided. Any calls made to the after-hours emergency service in relation to this booking may be deducted from the security deposit and/or charged back to the unit.
7. The Licensee is responsible for bringing the room to reasonable cleanliness state with all furniture returned to its original position. All garbage must be properly bagged and disposed of at the back of the clubhouse. The booking fee includes minor and final clean up by the cleaning company contracted out.
8. **No function or use of the Party room shall contravene any federal or provincial law or municipal by-laws. As per the Ontario Fire Code, and the Fire Plan as approved by Mississauga Fire and Emergency Services Inspector, a maximum of 65 people is allowed in the clubhouse at any given time.**
3. The Licensee agrees that the reservation times must be adhered to strictly. All functions or use of the clubhouse (including cleanup) shall end no later than 1:30 a.m. The alarm is automatically set. If the clubhouse is not vacated and the door is not locked by 1:30 a.m., the alarm will go off. Any charges related to the alarm going off will be deducted from the deposit and/or added to the owner's common element fees.
4. The Licensee agrees that they shall be held liable for all damages, which may occur as a result of the use of the clubhouse, by their guests or themselves. If the cost of such repairs exceeds the amount of the security deposit, the full cost of repairs less the amount of the security deposit shall be assessed against the unit owned or occupied by the Owner (Licensee) and may be recovered in the same manner as common expenses. Any event related expenses incurred by the Shared Facilities or the Corporation as a result of the booking will be deducted from the security deposit and/or charged back to the unit.
5. The gym is not reserved for the private function and other people may be using it during the private function.
6. The Licensee shall be responsible for providing adequate directions to the function for their guests. **NO** signs are to be posted anywhere on the common elements and doors will not be left open and unattended. The Licensee must ensure their guests know ahead of time where they are going. Guests may park in non-numbered parking spaces above-ground only.

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7. The Licensee agrees to be physically present at all times at the function and to confine the function to the party room section of the clubhouse.
8. **There is no smoking permitted anywhere on the common elements, including but not limited to: main entrance, party room, gym, washroom, rear entrance, parking lot, walkways. Smoking is permitted on the municipal sidewalk.**
9. No decorations or alterations of any kind are permitted anywhere on the common elements. Nothing shall be taped to ceiling, walls, furniture or floors or affixed to them in any way. Confetti or sparkles of any kind are not permitted.
10. No open flames are permitted anywhere on the common elements.
11. If, in the opinion of the Shared Facilities, Corporation or their agent, there is illegal activity or disturbance that cannot be controlled, the function may be terminated without notice. Any expenses incurred by the Shared Facilities or the Corporation as a result of same will be deducted from the security deposit and/or charged back to the unit.
12. Manager, security officer, cleaner or another agent of the Corporation will do a pre- and post-function inspection. The Licensee shall agree with the findings by the agent of the Corporation, at agent's absolute discretion and be held responsible for any damages identified.
13. The washroom that may be used by the Licensee and their guests are located inside the clubhouse, near the entrance.
14. The Shared Facilities, the Corporation and/or their agents reserve the right to refuse any booking request which is in their opinion not for an owner's personal use, may result in a security threat, may disturb the quiet enjoyment of other owners or for any other reason that the Shared Facilities and/or Corporation feels is reasonable given the facts surrounding the intended use or booking history.
15. The contemplated use of the premises will be fully disclosed to the Corporation as a condition of prior rental of the clubhouse and surrounding amenities. It is agreed that the premises will not be used for any immoral or offensive use and by way of specific example, NO "strip" shows, or similar live performances, pornographic or sexually explicit films may be shown. The Licensee is responsible for full compliance with any legal or regulatory obligations and will fully indemnify and hold harmless the Corporation from any breach thereof.
16. Alcohol is not permitted anywhere outside of reserved amenity space.
17. No function or use of a commercial, organizational or for-profit making nature shall be permitted. No tickets, wagers or alcohol sales shall be permitted, even if additional permits are obtained separately by the Licensee.
18. All lights, fireplace and appliances are to be turned off before leaving the room and all doors must be secured and locked after the function.
19. Should there be noise disturbance, odour or other nuisance complaint during the booking and the security company is dispatched, cost of same will be deducted from the security deposit and/or charged back to the Licensee's unit.
20. Any noise on the outside common area is prohibited after 11:00pm.
21. The Shared Facilities and/or the Corporation are not responsible for loss or damage to any personal property, or for personal injury to any guests, however caused, and the Licensee agrees to waive any and all claims that the Licensee or their guest(s) have or may have in the future, against Abbey Oaks Shared Facilities and its directors, officers, employees, agents, representatives and volunteers.

Effective: May 1, 2018