

PARTY ROOM RULES

Booking arrangements

- ❖ Adult Residents may book the Party Room for exclusive use between the hours of 9:00 a.m. to 1:00 a.m. with the Property Manager at the Essex Management Office during regular business hours.
- ❖ Only events organized by either of the Two Condominiums or a Resident shall be permitted, as long as they are lawful and do not create undue noise, disturbance or inconvenience to other residents, and do not contravene any other Condominium rules.
- ❖ Bookings can be made no longer than six (6) months in advance and are on a first-come, first-served basis. However, parties or social gatherings during holidays may have a higher demand, and the Property Manager reserves the right to determine how such bookings may be handled.
- ❖ At the time of reservation, a fully completed Party Room agreement with the Condominium must be signed and the Resident shall provide a security Deposit in the amount of \$500.00 and a rental fee in the amount of \$100.00 (in the form of personal cheques) at the time of reservation.
- ❖ A security guard shall be retained to monitor the access to (and egress from) the Party Room during the reserved event. The cost of retaining said security guard (currently \$20.00 per hour – four hour minimum) shall be paid for (or reimbursed by) the Resident in whose name the reservation has been made.
- ❖ Reservations must be cancelled no later than 48 hours prior to the reserved date, except where the reserved date falls on a statutory holiday, in which case cancellation must be made at least one month in advance of the reserved date. Any cancellations within the final month prior to the reserved date shall result in the forfeiture of the rental fee Deposit. For all cancellations, the same Resident who made the booking must carry out the cancellation, and verify his/her identity through suitable identification and sign a document to that effect. The Manager will return the Deposit and rental fee cheques to the resident who made the booking, upon receipt of a signed statement of receipt.
- ❖ Paid-for parties by Residents (namely parties that require the selling of tickets) are strictly prohibited, except those parties organized by the Condominiums.
- ❖ A list of all guests attending any function hosted in the Party Room must be provided to the Concierge at least 48 hours prior to the function. Visitor parking is available strictly on a first come, first-served basis, as directed by the Concierge.
- ❖ The maximum number of people permitted in the Party Room for any event is 50 people in accordance fire authority regulations.

PARTY ROOM RULES

During and after booked events

- ❖ The Resident must be present during booked events.
- ❖ Food and beverages are permitted. Residents are to pick up and dispose of all garbage and ensure that the room is left in a neat and tidy condition. Any spills or mishaps must be reported to the Concierge, Superintendent, or management office to ensure immediate clean up. Failure to do so will cause a cleaning fee to be levied against (or charged to) the user.
- ❖ In no case shall liquor be sold (whether for profit or otherwise) at any function within the Party Room. No alcohol shall be served in the Party Room after 12:30 a.m.
- ❖ No loud music shall be permissible in the Party Room at any time.
- ❖ Boisterous behaviour of any sort (including yelling, running, rowdyism, vandalism, intoxication or inebriation from drugs and/or alcohol, and/or any other form of misconduct or misbehaviour) is strictly prohibited, and any person who commits same may be removed from the premises by the Property Manager, the Superintendent, the Concierge, or the event Security Guard, who have the unfettered and unchallenged discretion to determine what constitutes "boisterous behaviour" and who has committed same.
- ❖ Guests of the resident are not allowed to wander outside the Party Room, except to use the washroom facilities. Guests of any party or planned event/function are not permitted use of any of the recreational facilities within the recreation centre.
- ❖ All functions within the Party Room must be terminated as of 1:00 a.m. and the Party Room must thereafter be immediately vacated by all Residents and Guests.
- ❖ The Manager or Concierge, subsequent to any event being held within the Party Room will determine if any damage has been occasioned to the Party Room and the Manager will inform the Resident who rented the Party Room, in writing, as to such determination. In the event that no damage has been caused, the Property Manager will return the Deposit to the Resident who used the Party Room. In the event that there is damage to the Party Room, then the Manager shall be empowered to apply the whole or any portion of the Deposit to the cost of repairing or rectifying such damage. In the event that the Deposit is insufficient to pay for the damage and cleaning expenses, then the Resident shall immediately reimburse the Manager for all sums expended by the Manager, in excess of the Deposit, in order to repair or rectify the damage and clean the Party Room.
- ❖ In the event that any of these rules require an Owner to pay monies hereunder and such monies are not paid within 30 days of demand therefore, such monies shall be deemed to be common expenses payable by such Owner and the condominium corporation in which such Owner resides shall be permitted to place a lien on title to the Owner's units in order to enforce payment of such monies.



AGREEMENT TO RESERVE USE OF THE PARTY ROOM

All applicants must **be at least eighteen (19) years of age** and duly registered as such on the records of the Management Office who wishes to use the party room shall complete and sign the Party Room Reservation Agreement below.

Applicant Name _____

Is the Applicant an Owner: Yes () No () a Renter: Yes () No ()

If "No" Owner's Name: _____

Suite Number _____ at _____ Dundas Street West

Telephone: Home: _____ Cell: _____

Date Required _____ from _____ to _____ a.m. p.m (must end at 1am, guests to leave by 12.30am)

Type of Event: _____ # Guests _____ (not to exceed 50 guests)

(A security guard must be retained when guest numbers exceed 25 people)

Security/Damage Deposit \$500.00: & Room usage fee \$100.00**

To secure a reservation, a non-refundable usage fee for the use of the party room and its facilities, together with a refundable security deposit, must be delivered to the Management Office in accordance with provisions set out in the Party Room Reservation Agreement.

A cheque or money order payable to **The Essex Shared Facilities** is acceptable.

**** Security/Damage deposit is refundable provided all obligations hereunder are met.**

***** The applicant is responsible for damages or costs in excess of the damage deposit should they occur. Also, the Applicant is responsible for bringing the room to reasonable cleanliness state. All garbage must be properly bagged and disposed of in the appropriate bins. Should this not be met, the Applicant will be responsible for covering the cost of a cleaning fee. This amount will be deducted from the Security/Damage deposit.**

Guard Service Payment: Mandatory guard services of \$27.00 per hour with a 4-hour minimum, payable to The Essex Shared Facilities by a certified cheque/money order at the time of booking is required.

A guard is to be retained for the entire duration of the function which has a total of 26 or more people (including Applicants, guests, children and catering staff) from when the first guest arrives to when the last guest leaves, for which you will be charged, to ensure the host and guests are abiding by the Party Room rules, regulations and the said Agreement. **If you do not divulge correct number of guests, where a security guard is required, a charge of \$300.00 will apply.**

Included in the rental agreement are the Party Room, tables and chairs in the party room, Kitchen and appliances, P-1 Washrooms. Party Room Rental **does not include** the adjoining Card Room or furniture, or the use of any other recreation facilities or common element areas.

Indemnity of the Corporation

Person, persons or organizations using the facilities and common element areas shall indemnify and save harmless the Corporation, its officers or employees, the Management Company, its employees and other agents of the Corporation as contracted from time to time, from any and all liability and from all claims and demands arising out of misuse of the facilities damage or injuries to person, or property from any cause whatsoever in or about or in any way connected with the property and defend, at the expenses of the person, persons or organization to whom any permit is issued, all suites which may be brought out against the Corporation, its officers or employees, Management Company, its employees and other agents of the Corporation as contracted from time to time, in respect to any such claim or demand and pay all the judgements, fines or penalties that may be rendered against the Corporation, its officer or employees, the Management Company, its employees and other agents of the Corporation as contracted from time to time, on the account thereof.

I confirm that I have read, understood, and agree to comply with the provisions, and the rules and regulations in this Agreement. I understand and acknowledge that the Security Deposit is only for partial payment of damage, should such damage exceed the amount deposited.

I can pick up my Security Deposit (\$500.00) from the Management office at the end of the fifth business day following my event, provided no rule violations or damages have occurred during my Party Room rental period. I have been given the Party Room Rules and Regulations.

Applicant Signature

Management’s Signature

PAYMENT INFORMATION

A: SECURITY/DAMAGE DEPOSIT: \$500.00 (payable to ESSEX Shared Facilities)
USAGE FEE DEPOSIT: #100.00 (payable to ESSEX Shared Facilities)

DATE RECEIVED: _____

Applicant’s Signature

Management’s Signature

B: SECURITY GUARD PAYMENT: required if guests exceed 26 persons (Max 50). Not refundable.

\$/hour for guard charges (minimum 4 hours) are required for the duration of the party starting when occupancy in the room is 26.

GUARD DEPOSIT: \$27.00 x _____ hours = \$ _____ (payable to ESSEX Shared Facilities)

DATE RECEIVED _____

TOTAL RECEIVED: _____

Applicant’s Signature

Management’s Signature

SECURITY/DAMAGE DEPOSIT RETURN (for Office Use Only)

Damage Deposit Returned to Applicant: \$ 500.00

Less Damage incurred: \$ ()

TOTAL RETURNED TO (OWED BY) APPLICANT \$ _____

Applicant's Signature: _____ DATE: _____

PARTY ROOM

1. Bookings are accepted on a first-come first-served basis
2. The board reserves the right to restrict the number of party room rentals per unit per year depending on rental demand by residents and scheduling conflicts with the use of the room for affairs of the corporation
3. The Party Room will be used only for the purpose stated and not be used for any immoral or offensive functions; for example, any type of function that may lead to boisterous behaviour.
4. All functions in the Party Room **must cease at 12:30 a.m.** The Applicant must ensure that the Party Room is **vacated by the guests no later than 12.30 a.m.** The Security Guard on duty will ensure that the Applicant is arranging clean-up and the exit of guests by 12:30 a.m. A general clean up shall be completed restoring the area to the original order **no later than 1.00 am after the party.**
5. **The Party Room may not be used for business (i.e. commercial, trades or seminars) or commercial use. The Applicant may not charge admission to the Party Room or on alcoholic beverages, whether for profit or to recover expenses.**
6. The Applicant agrees to abide by the party room rules and regulations to ensure that **all food and beverages will be kept within the party room during the entire function.** Any damage caused as a result of not following this rule will also be deducted from the Security/Damage deposit.
7. The Applicant agrees to indemnify and save the Corporation harmless, its officers or employees, the Management Company, its employees and other agents of the Corporation as contracted from time to time, from any and all liability and from all claims and demands arising out of any alcohol related incidents.
8. The Applicant must advise the Concierge of any expected deliveries of any furniture or equipment for the function. It is the responsibility of the Applicant to return all party room furniture which has been moved, back to its original location. (see rule #19)
9. **As per Fire Code, a maximum number of fifty (50) persons ONLY are allowed to be present in the Party Room at one time.**
10. An all-inclusive Guest List must be provided to the Concierge at least two (2) business days prior to the reserved date.
11. Guests are to arrive to the lobby (where they will be checked off from the Guest list) and will be directed to the Party Room. If applicable, this responsibility will fall to the hired security guard. Guests will leave in a quiet and orderly fashion.
12. The Applicant will be responsible for providing directions to the party for his/her guests. **NO ADDITIONAL SIGNS** may be posted anywhere on the property and doors **are not to be left open** and unattended for people to enter. The Applicant must inform his or her guests in advance of alternate parking areas outside of the property in the event the spaces in the Visitor Parking area are filled. No parking is permitted in the upper circular driveway and vehicles may be ticketed and/or towed at the owner's expense.
13. The Applicant will be responsible for the conduct of their guests. Where behaviour is not controlled and the situation, in the opinion of The Essex Corporation representatives, has deteriorated to an unsatisfactory level, the representative has the full authority to terminate the function immediately and request that all persons leave the premises. The Police may be called to assist in controlling the situation. The security deposit may be forfeited as partial compensation. It will be at the sole discretion of the Corporation as to whether the damage deposit will be withheld and as to whether the Applicant will be permitted to use the Party Room for further occasions.
14. **The Applicant must be present during the entire event.**
15. **An inspection form will be completed by the applicant and the corporation representative when applicant is given access to the room and again post function after the clean up.**
16. Any damage to the building, grounds, party room, furnishings and/or furniture, kitchen and appliances, any theft or loss of property and all costs involved in restoring/replacing (to its original condition) will be the full responsibility of the Applicant as determined by the corporation in its sole discretion... If such damage exceeds the amount of Security/Damage Deposit, the Applicant shall be responsible for the amount of the entire damage and shall immediately reimburse the Corporation for all sums expended in the repair the damage.
17. No pets are allowed in this room at any time. Service animals are allowed.
18. Window blind, television and fireplace remotes will be issued upon access to the room and must be returned during the post inspection. They will be inspected and checked to insure no damage has occurred and that they are in working order. Any damage caused will be deducted from the Security/Damage deposit in the amount of the replacement cost.
19. **Couches/sofas WILL NOT BE MOVED.** Chairs if moved will be returned to original position at the end of the event

20. **Decorations are permitted only in the Party Room and can only be TIED to tables or chairs. Decorations WILL NOT be affixed in any fashion to the ceilings, walls, windows, doors, art, fixtures or air diffusers (no tape, glue or thumbtacks). The use of confetti is not permitted, nor any candles or any object which is a potential fire hazard.**
21. **Doors to the party room must be kept closed. Corridor windows will NOT be covered.**
22. A general clean up shall be completed restoring the area to the original order **no later than 1.00 am after the party.** A general clean up includes the gathering and separating waste, removal of all decorations, spot mopping the floors, wiping down tables, kitchen countertops and appliances (including the oven and refrigerator), the removal of all unused foods and any signage. Compost waste, recycling and loose garbage WILL be placed in the appropriate containers provided. All serving and eating tables and chairs will be folded /stacked and put back in closets in the correct position, where they are stored. Failure to do so will result in additional costs that will be deducted from the Security/Damage deposit. Anything that is left in the party room/kitchen the following day will be disposed.
23. The function is to be confined to the Party Room. Party Room Rental **does not include** the adjoining Card Room or furniture.
24. **No food or drink is permitted outside of the Party Room** and guests must be confined to the Party Room except for the use of the washrooms located directly outside of the Party Room. Guests are prohibited from using any other recreation facilities or common element areas.
25. All exits must be kept free from obstructions at all times. Guests shall not congregate in the halls, the stairwells or other common element areas of the building.
26. Noise and music **WILL** be kept at a reasonable level. No commercial music equipment will be used.
27. In accordance with the City of Toronto By-law Number 21723, **smoking is not permitted within the Party Room and all common element areas.** If necessary, smokers are directed to exit through the Viking Lane exit located between Essex I & Essex II corridors on the P1 Level. Smokers must maintain a distance of at least 9 metres from the doorway as per provincial and municipal by-laws. Quiet and decorum is expected. All cigarettes, smoking remains must be appropriately and safely disposed.
28. A separate access FOB will be provided to the Applicant using the facility as a spare FOB for the duration of the function. This access FOB must be returned upon completion of the inspection after use, failure to do so will result in \$75.00 additional costs that will be deducted from the Security/Damage deposit. This FOB may be provided to the Applicant's guest(s) requiring access to the outside of the building for the purpose of smoking. The Applicant will ensure smokers will exit through the Viking Lane exit located between Essex I & Essex II corridors on the P1 Level.
29. **Setting off the fire alarm under false pretences, a charge of \$700.00 per fire truck will apply.**