**THE ESSEX SHARED FACILITIES**

**GUEST SUITE AGREEMENT**

Resident Name: \_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Suite Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Building Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dundas Street West

1. **LICENSEE TO USE/OCCUPATION**

The Essex Shared Facilities hereby agrees to grant to the undersigned resident, the right to use

Guest Suite No. \_\_\_\_\_\_\_\_ for the purpose of accommodating his/her guest(s) for the period as set out in Section B (4) below. No more than two (2) adults and one (1) child will be allowed to stay in the Guest Suite. In consideration of The Essex Shared Facilities granting the aforementioned license, the resident (“Licensee”) hereby agrees to pay to **The Essex Shared Facilities** the sum of **$75.00** per Guest Suite per night that the Guest Suite is reserved for the exclusive use of the said Licensee along with a separate security deposit in the amount of **$300.00** and is **payable at the time of the reservation booking**. The Licensee hereby expressly acknowledges and confirms that the license hereinbefore granted shall not create the relationship of landlord and tenant between The Essex Shared Facilities and the licensee, and the occupation of the Guest Suite shall only be as a licensee as foresaid.

1. **TERMS AND CONDITIONS OF USE**
2. The Licensee hereby confirms and agrees that this license shall:

Commence as of 3:00 p.m. on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_ and shall;

Expire as of 11:00 a.m. on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_ and the Licensee undertakes to vacate the said Guest Suite on or before that time.

1. The Licensee hereby covenants and agrees that only two guest suites per suite can be rented for the same duration. If in the event that the third guest suite has not been rented 48 hours in advance of the booking date, then and only then can the resident book the third suite.
2. The Licensee hereby covenants and agrees to keep and maintain the said Guest Suite and all furnishings and/or chattels contained therein in a good state of repair and further that he/she shall be responsible for all damage and/or any extraordinary use occasioned to the Guest Suite chattels and/or furnishings resulting from unreasonable wear-and-tear.
3. The Licensee hereby covenants and agrees to ensure their guest(s) abide by the rules and regulations of The Essex Shared Facilities which are posted on the interior side of the Guest Suite entrance door. If the guest(s) of the Licensee does not find the rules and regulations available in the Guest Suite, the Licensee shall provide a copy to them as provided in Schedule A attached. The Licensee hereby covenants and agrees that he/she shall be responsible and/or liable for any acts, claims, damages nuisances, or liabilities whatsoever occasioned or caused by their guest(s) within the Condominium.
4. A visitor parking permit shall be provided by the concierge desk at the time of check in, if required.
5. The Licensee for itself and on behalf of its guest, licensees, or invitees hereby confirm and acknowledge that The Essex Shared Facilities or any of its agents shall not be responsible for the theft, damage or loss whatsoever for any articles, goods, chattels or otherwise kept or maintained by the Licensee and/or its guest(s), licensees and/or invitee within the aforesaid Guest Suite and that the aforesaid parties shall use the Guest Suite at their sole risk and responsibility.
6. The Licensee further acknowledges and agrees to indemnify The Essex Shared Facilities or any of its agents in full for any expenses incurred or any injury sustained by any person(s) as hereinbefore described and to indemnify The Essex Shared Facilities or any of its agents in consequence of legal proceedings.
7. The Licensee agrees to be present for both the pre-and post-inspection of the guest suite and will be required to sign off on the inspection form.

9. The Guest Suites are not to be used for any commercial or business purposes, whatsoever

**CANCELLATION**

1. It is understood and agreed that 48 hours’ notice must be provided to the **Management Office** for cancellation of a guest suite. If not provided, it is understood and agreed that a cancellation fee of $50.00 will apply.

The Licensee acknowledges, confirms, covenants and agrees to abide with and be bound by all the aforesaid conditions as evidenced by his/her extension hereof.

DATED this \_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Licensee Management on behalf of

The Essex Shared Facilities

Deposit returned to Licensee by: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Licensee Management on behalf o

# **The Essex Shared Facilities**

# **GUEST SUITE RULES AND REGULATIONS**

1. Guest Suites is available by reservation on a first-come, first-serve basis through the Management Office and shall be made no more than six (6) months in advance.
2. The Manager or the Two-Way Shared Facilities Committee may determine such conditions of use of the Guest Suites as they deem reasonable in their sole and unfettered discretion.
3. A charge may be levied by the Manager or the Two-Way Shared Facilities Committee for every night of use of the Guest Suite, in such amounts as may be determined from time to time. The current charge per night is $75.00 with a separate payment for the security deposit in the amount of $300.00.
4. **Payment for the use of the Guest Suite & the security deposit must be received by the Management Office at the time of booking the reservation.** Payment may be in the form of personal or certified cheque or by way of money order and is to be made payable to The Essex Shared Facilities.
5. An adult resident of the building must book the room, for use by their guest only.
6. Guests are not permitted to use the shared facilities without the accompaniment of the adult resident.
7. The maximum stay for the guest of a resident, within the Guest Suite, is seven (7) nights. Any extended period must be made in writing to the Board of Directors, by way of the Management Office.
8. The Guest Suite shall not be occupied prior to 3:00 p.m. on the day of the reservation and on the last day of use, shall be vacated no later than 11:00 a.m.
9. The guest will receive the keys, a visitor parking permit and a set of rules for occupancy from the concierge desk.
10. The resident is responsible for any damages, losses, and liabilities caused or occasioned by his/her guest(s). An inspection of the Guest Suite subsequent to the guests stay shall be conducted by the Concierge on duty on behalf of The Essex Shared Facilities. In the event that damage has occurred then the Property Management office shall provide a written report to the resident, along with an invoice for payment of all costs, relating to the repair or cleanup of the damage.
11. Guests are responsible for all personal items left within the Guest Suite and the Corporation shall bear no responsibility for the theft, damage, or destruction of any belongings of the guest(s). Personal items left behind shall be retained by the Corporation for a period of thirty (30) days at which time if the articles are not claimed will be deemed to be abandoned and be disposed of.
12. Guests of the resident shall sign a written acknowledgement agreeing that the occupancy of the guest room does not create the relationship of Landlord and Tenant as between the Corporation and guest(s).
13. In the event that any of these rules require an Owner to pay monies hereunder and such monies are not paid with thirty (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(s) in order to enforce payment of such monies.
14. In accordance with the City of Toronto By-Law# 21723, smoking is not permitted within the Guest Suite and all common areas of the Condominium.

**PLEASE NOTE:** A copy of the Fire Safety Procedures is posted on the interior side of the Guest Suite entrance door, please ensure all guests are familiarized with them.