

TheGYMC grants the Renter the right to use its premises according to the terms and conditions outlined in this agreement, invoice and any appendices or schedules attached.

1. **Rental Fee:** For the use of the premises on the dates and for the activities as described above and below, the amount as stipulated in invoice will be paid as follows: A 25% non-refundable deposit is due at the time the contract is signed with the remaining balance due 14 days prior to event.
2. **Building Access:** The Renter will only occupy those rooms that are identified in this agreement during the period identified in this agreement. Use of any additional space or time will be billed accordingly. **A penalty charge (up to \$25/hr.) may be applicable as a result of non-compliance with this condition.**
3. **Additional Facilities:** The Renter has access to the following common areas, additional spaces, equipment and services of the GYMC in accordance with any rules and regulations set by the GYMC with respect to their use:
 - Kitchen (**cleaning charge of \$40/hr. will apply if required**)
 - Foyer
 - Storage Areas
 - Furnishings (*please specify*.....)
 - Piano (*extra tuning* \$_____)
4. **Building/Site Maintenance & Garbage:**
 - The Renter will leave the premises in a clean and orderly state and return the room(s) and furniture to the manner in which they were found. Additional custodial charges (up to \$40/hr.) will be charged for non-compliance of this condition. ALL GARBAGE MUST BE SORTED IN CLEAR PLASTIC BAGS AND TAKEN OFFSITE BY RENTER.
 - The Renter is responsible for their own room set up and take down (tables, chairs etc.).
 - No materials (flyers, posters etc.) are to be taped to any wall.
 - All Renters must provide 2 deposits in the amounts of \$150.00/each. Each are payable to the GYMC; one is a cleaning deposit and one is a damage deposit; the deposits will only be 'cashed' if renter does not clean as per terms and conditions and/or damage has occurred.
5. **Food & Beverage**
 - Prior permission, to be given at the time contract is signed, must be obtained for the selling or distribution of food and beverages within the GYMC.
 - The Renter must obtain his/her own SOP and present a copy of such license to the office, via email or by appointment, at least 14 days in advance of the event. The renter's SOP **original** must be posted, by renter, in plain view at the place where the alcohol is being served.
6. **Insurance**
 - **All Renters** must secure their own insurance for equipment, contents and liability on such terms that are agreeable to the GYMC. Liability insurance in the amount \$5 000 000 is required with the GYMC named as an additional insured party. A certificate indicating such coverage must be submitted to the GYMC 14 days in advance of booking date(s).
7. **After-hours staff:** The Renter will be required to pay for GYMC After Hours staff to be on site for any booking(s) as per the current fee schedule.
8. **Any activities conducted by the Renter in the GYMC are done solely at the risk of the Renter.**
 - The Renter will provide, install, maintain and be responsible for all belongings, goods, and chattels brought into the GYMC as a result of his/her event or activity.
 - The Renter will supervise and assume responsibility for the conduct and actions of all persons admitted to the GYMC in the course of the Renter's events/activity.

Renter's Initial _____

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 - The Renter will supervise and assume responsibility for the conduct and actions of all persons admitted to the GYMC in the course of the Renter's events/activity.
 - The Renter's activities will be in compliance with all conditions, agreements, licenses and/or fees set forth for the protection of the Public by the City of Guelph, Guelph Police Services, SOCAN, or other governing body. **The Renter is responsible for any cost incurred as a result of non-compliance with this condition.**
 - The Renter will adhere to all room capacity limits; in particular the maximum capacity of the Recital Hall is 180, Dance Studio is 60, and full Second Floor is 300. **The Renter is responsible for any cost incurred as a result of non-compliance with this condition.**
9. The GYMC accepts no responsibility for any liability that arises out of the granting of this permission for the use of the GYMC property and facilities. The Renter will indemnify and save harmless the GYMC from any causes of action, claims, costs or suits arising from the use of the premises by the Renter, its members or its invitees.
10. In the event of serious illness, accident, labour difficulties, structural concerns of the building, national calamity or other unavoidable or unforeseen occurrences which make the fulfillment of this contract impossible as deemed by the GYMC, it shall be considered null and void.
11. This agreement shall be binding on both parties for any additional bookings of the GYMC during the course of the current GYMC fiscal year.
12. This agreement shall not be assigned to any other party.

THIS AGREEMENT IS SIGNED BY:

RENTER

Renter/Designated Representative: _____

(Signature)

Per: _____

Representative's Name *Position* *Date*
(Print)

GUELPH YOUTH MUSIC CENTRE

GYMC/Designated Representative: _____

(Signature)

Per: _____

Representative's Name *Position* *Date*
(Print)