



Malvern Family Resource Centre Facilities Rental Agreement

90 Littles Road, Scarborough, ON M1B 5E2

Part A: APPLICANT INFORMATION - FACILITY RENTAL AGREEMENT

This Agreement entered into on the _____ day of _____, 20____ between Malvern Family Resource Centre, hereinafter known as "MFRC" and the "Applicant", as shown below. The Signatories/Designated representative of the "Applicant" must be a minimum of 18 years of age and must be in attendance for the entire event. The final acceptance of this application is at the sole and absolute discretion of Malvern Family Resource Centre.

Name of Organization/Individual (Applicant): _____

Full Address: _____

Contact Person 1: _____

Contact Person 2: _____

Title: _____

Title: _____

Telephone: _____

Telephone: _____

Cell: _____

Cell: _____

Email: _____

Email: _____

Relationship to the Agency:

- Member (M) Membership # _____
- Community Partner (NM)
- Not-For-Profit Community Group (NM)

- Non-Member (NM)
- Corporation (Corp)

Part B: DESCRIPTION OF EVENT - FACILITY RENTAL AGREEMENT

Date of Event: _____

Type of Event:

- | | | |
|--|---|--|
| <input type="checkbox"/> Meeting | <input type="checkbox"/> Training | <input type="checkbox"/> Conference |
| <input type="checkbox"/> Community Gathering | <input type="checkbox"/> Age Group Specific | <input type="checkbox"/> Culture- Specific |
| <input type="checkbox"/> Sports Related | <input type="checkbox"/> Other _____ | |

Frequency of Event:

- One Time
- Weekly
- Monthly

Description/Details of Event:

Time of Event:

From: _____ To: _____

Total # of Attendees: _____ Shall NOT exceed capacity of Agency room(s), as shown on page 2



Malvern Family Resource Centre Facilities Rental Agreement

90 Little's Road, Scarborough, ON M1B 5E2

Part C: FEES, PAYMENT & CANCELLATION - FACILITY RENTAL AGREEMENT

Fees
 The Applicant agrees to pay Malvern Family Resource Centre the following amounts which shall comprise of the Facility Fee:
 * All rates are on an hourly basis. Minimum use three (3) hours includes set-up and take down. All charges are in hourly increments.

| SPACE / CAPACITY | Sports Youth (No remote control / Non-Sports Club) | | Sports Club (Remote Control \$20 extra) | Resident MFRC-Member * | | Non-Profit, Non-Resident* | Meetings Only | # Of Hours / Weeks | TOTAL |
|----------------------|---|----------|--|------------------------|---------|---------------------------|-------------------|--------------------|----------|
| | Age (yrs.) | 15-25 | | 26+ | | | | | |
| Gymnasium (200-300) | | | | \$215.00/per hour | | \$265.00/per hour | \$150.00/per hour | | \$ |
| Gymnasium (100-200) | | | | \$140.00/per hour | | \$165.00/per hour | \$100.00/per hour | | \$ |
| Gymnasium (10-100) | | | | \$125.00/per hour | | \$145.00/per hour | \$100.00/per hour | | \$ |
| Gymnasium | \$50.00* | \$75.00* | \$90.00* | | | | | | \$ |
| Kitchen | \$15.00 | | \$15.00 | \$15.00 | \$15.00 | \$20.00 | \$15.00 | | \$ |
| Community Room | A (30) | | | | | | \$40/per hour | | \$ |
| | B (25) | | | | | | \$40/per hour | | \$ |
| | C (20) | | | | | | \$40/per hour | | \$ |
| Conference Room (30) | | | | | | \$40/per hour | | \$ | |
| Total Payment | | | | | | | | | \$ |
| Clean-Up Deposit | | | | | | | | | \$100.00 |
| Damage Deposit | | | | | | | | | \$100.00 |

Facility fees are reviewed on an on-going basis and are subject to change at any time.

Payment

- Full payment must be received two (2) weeks prior to the event.
- All rentals are non-taxable.
- Payment will be accepted by Money order made payable to Malvern Family Resource Centre.
- A refundable clean-up deposit of \$100 will be required at the time of application and returned if space is cleaned as per terms and conditions.
- A refundable damage deposit of \$100 will be required at the time of application and returned if there is no damage done to space used.
- All refunds will be available **10** business days after the event.
- All facility rentals will include cleaning cost.
- The facility rental agreement(s) cannot be transferred, sublet, or permitted to be transferred or sublet by any person, organization, association, or sport groups, or part thereof, for value or otherwise. If any person, organization, association or group transfers or sublets any facility rental agreement or any part thereof, or permits such transfer or sublet, their facility rental agreement will be terminated without notice and the applicant forfeits the amount of the permit fee. Should damages occur due to failure to comply with Non-transfer/Sublet agreement, applicant individuals, organization associations or sports groups will be held liable.



Malvern Family Resource Centre Facilities Rental Agreement 90 Littles Road, Scarborough, ON M1B 5E2

Cancellation

- The Applicant understands and agrees that the MFRC has the right to cancel the agreement with due cause and that in the event of such cancellation; there will be no claim for any loss, damages or expenses whatsoever.
- Cancellation of the Agreement by the Applicant received at least two weeks prior to the event date will be charged 10% of the rental cost.
- Any cancellations by the applicant within two weeks of the event date will be subject to 50% of rental cost.
- No shows will also be subject to 100% of the rental cost.

Part D - TERMS AND CONDITIONS - FACILITY RENTAL AGREEMENT

Terms and Conditions

As an applicant for space at Malvern Family Resource Centre, the Applicant understands and agrees to be bound by the policies of MFRC and the following terms and conditions. The Applicant agrees to the following:

1. Purpose of Facility Use

- The Applicant agrees to use the Facility for the purpose that is stated in Part B of this Agreement.
- The Applicant agrees that there shall be no fire permitted, (religious or otherwise) while in the facility.
- The Applicant agrees not to use the Facility for the purpose of organizing or conducting gambling or other unlawful pursuits.
- The Applicant is aware that this Facility Agreement is not assignable or transferable.

2. General Regulations

- The applicant understands and agrees that the MFRC continues to follow local public health advice, any payments and events may be put on hold or altered to follow government guidelines.
- The Applicant agrees to preserve order during the period of occupancy and to abide by all Federal, Provincial and Municipal laws and regulations including discrimination and harassment policies and any other conditions which may be set out from time to time by MFRC.
- The serving, purchasing or consumption of alcohol will not be permitted at MFRC or on the external grounds of MFRC, including the parking lot, breezeway, gardens, grassy areas, sidewalks, and driveways onsite.
- In accordance with the City of Toronto By-Law (Chapter 709), smoking is prohibited in and on any part of MFRC's premises; including, but not limited to the grassy areas, parking lot, sidewalks and driveways on site.
- Unless authorized in this Agreement, no person shall, while in the Facility, sell or offer for display for sale, including but not limited to:
 - Any food or drink,
 - Any goods, wares, merchandise or articles including promotional material, souvenirs and novelties,
 - Any art work, services or work.
- The applicant is required to ensure space is cleaned and in the same condition before usage. All garbage should be left on the side of the room. Clean up time is included in rental time.

3. Dress Code

The Applicant agrees to ensure that all members and guests under their supervision conform to the anti-oppressive values of MFRC. Examples of inappropriate dress or other displays are:

- Clothing and visible tattoos will not reflect messages that are culturally or sexually offensive or have implied gang affiliations.
- Clothing will not reflect advertisements for products inappropriate to children and youth.
- Hair stylings/shavings will not reflect or have implied gang affiliations.

4. Advertising

- All advertising (tickets, leaflets, newspaper advertisements, radio or television announcements, etc.) shall contain the telephone number of the Applicant from whom further information can be obtained. The telephone number of MFRC shall not be included in any advertising material.
- Advertisements should not contain information suggesting any endorsement of the activity by MFRC, or any use of MFRC's name or logo, past or present, unless otherwise agreed to.
- It is permitted to name MFRC and its specific venue as the location of the event on advertising materials.
- All advertisements must be submitted to MFRC for approval.



Malvern Family Resource Centre
Facilities Rental Agreement
90 Littles Road, Scarborough, ON M1B 5E2

5. Parking

Fire routes and pedestrian walkways shall be kept clear at all times. Vehicles may only park in MFRC's parking lot (not playing fields or grass areas). The Applicant is responsible for advising attendees that parking space is limited. Parking space will be provided, as available, but it should not be assumed that parking on site is guaranteed.

6. Liability of the Parties for Damage and Negligence

- The Applicant agrees to keep the premises, furniture, articles and effects used at MFRC in a proper state and condition and will be held liable for any damages declared by MFRC.
- The Applicant shall indemnify MFRC for any loss or damage sustained during the Applicant's occupancy of MFRC's Facility.
- The Applicant agrees to indemnify MFRC, its employees, agents, officials, elected and appointed officials, successors and assigns, of and from any and all claims, actions, demands and litigation whatsoever arising from the occupancy of MFRC Facility by the Applicant. The Applicant further agrees not to assert any claims, actions or detriment, damage or injury of any nature to the person of MFRC or MFRC's articles and goods.
- The Applicant agrees not to hold the MFRC responsible for lost articles.

7. Other Limitations on Facility Usage

- The Applicant agrees to be present when deliveries are made to the MFRC Facility. The Applicant acknowledges that MFRC has no obligation to the Applicant and that all such deliveries will be refused if the Applicant is not present to receive them.
- The Applicant must notify MFRC if the media are invited to the event. The media must not interview, photograph or film children, staff and/or other MFRC users, without prior written consent of MFRC, individuals or groups involved.
 - MFRC will not store equipment or supplies owned by outside agencies, persons or groups without advance notice and permission. It must be noted that MFRC will not be held responsible or liable for damages or loss to any non-MFRC equipment or supplies. Applicable fees may be charged where storage is approved.
 - Only non-marking rubber soled shoes shall be worn in the gymnasium for sports activities (i.e. no black soled gymnasium shoes).
 - Only approved sports equipment will be allowed for use in the gymnasium.

8. Incident Reporting Requirement

Following an incident or accident, an "Incident Report Form" must be completed and submitted to the Agency within 48 hours. An "Incident Report Form" can be completed and submitted to the Facilities Office at MFRC and is required if medical or first aid attention is required OR if loss or damage to MFRC's property occurs.

9. Signage and Décor – To be done within rental time

- The Applicant agrees not to make structural or electrical alterations of any kind to the MFRC Facility and property surrounding the Facility including and not limited to, floors, walls or ceilings.
- Any set up and/or decorating shall meet or exceed all safety, building and fire regulations.
- Nails, screws, staples, tacks, glue or cellophane tape may not be used on the walls, carpet, furniture, tile floor or woodwork. Only gaffer's tape may be used to tape down wires and cables on the floors.
- There will be no decorations affixed to the walls and surfaces without the consent and approval of MFRC. No signs, banners, flags, streamers, etc. are to be attached or hung from any wall, post or beam within or outside MFRC without approval.
- The use, display or throwing of confetti, glitter, rice or other particulate is prohibited in or around the facility. Failure to comply will result in additional clean up charges.
- It is the Applicant's responsibility to ensure at the end of the function that all décor and signage will be removed directly following the event.
- All tables, chairs and any other equipment used are put away in a clean and orderly fashion.



Malvern Family Resource Centre Facilities Rental Agreement

90 Littles Road, Scarborough, ON M1B 5E2

10. Conduct

- The Applicant agrees to accept responsibility for the discipline of person(s) in attendance at MFRC Facility, whether present by invitation or otherwise, during the period of occupancy.
- MFRC and its agents reserve the right and authority to:
 - Refuse admission to any person or group of persons, if in its sole discretion, their conduct warrants it.
 - Refuse any person or group of persons the privilege of returning to MFRC Facility at any time if in its sole discretion, their conduct warrants it.

11. Vacating the Licensed Facility

- The Applicant agrees to cease all music at 10:00 pm for evening rentals.
- The Applicant agrees to remove all persons, articles, goods and effects, including all leftover food and beverages within the rental period.
- The Applicant agrees that in the event that all articles, goods and effects are not removed by 11:00 pm, MFRC may dispose of them in such a way as it sees fit, and shall not be liable for any loss or damage caused to the Applicant.
- The Applicant agrees that in the event that all persons have not vacated MFRC/Facility by the end of the rental period, the Applicant will be subject to an additional fee.
- Applicant must check on vacating, that the building is clean and no damage has been done.

I, _____, representing _____
(Print Name) (Name of group, organization)

have read, and on behalf of the group agree to rent the MFRC Facility on the dates and times and for the intended purposes as indicated. I shall pay the fees, and ensure compliance with the Terms and Conditions contained herein and attached hereto. I hereby warrant and execute this agreement on behalf of the Applicant and have sufficient power, authority and capacity to bind this agreement with my signature.

Signature: _____

Dated this _____ day of _____ 20__.

For Office Use Only

Request Approved: Yes No

Reason: _____

Approved By Facilities Co-ordinator: _____

Payments: All payments Received

Signature: _____

Date: _____

Premises Condition: Premises Cleaned Premises Undamaged

Comments: _____

Signature: _____

Date: _____

| |
|---|
| <input type="checkbox"/> Deposits Returned |
| _____ |
| _____ |
| <input type="checkbox"/> Cash <input type="checkbox"/> Cheque |