

# **DOM POLSKI SPK - CONDITIONS OF RENTAL**

## **RENTAL OF FACILITY**

The Polish Combatants' Association in Canada Inc., Branch 8, Ottawa, (hereinafter referred to as the "PCA") hereby agrees to rent the DOM POLSKI SPK facilities (hereinafter referred to as the "facility") to the Renter identified in the Rental Agreement, subject to the following conditions and stipulations.

## **PAYMENTS**

Payment of the Non-Refundable Deposit, equal to 50% of the Facility Rental Fee calculated in accordance with Schedule A or B (as appropriate) secures the availability of the facility for the date(s) indicated. The Deposit is payable in the form of cash or certified cheque upon signing of the Rental Agreement. Payment of the Balance (50% of the Facility Rental Fee) and the Security Deposit, in the form of cash or post-dated cheque due at least seven (7) days prior to the date of the function, is also required upon signing of the Rental Agreement. Cheques shall be made payable to the Polish Combatants' Association in Canada Inc., Branch 8, Ottawa. The Security Deposit is refundable no later than ten (10) days after the function, provided that the Renter returns the facility to its original state, that no damage to the premises or any other rental items was done, nor any infractions of any of the other rental conditions have occurred during the use of the facility.

## **CANCELLATION / POSTPONEMENT / ASSIGNMENT**

The Renter forfeits the Deposit if the function is cancelled for any reason. If the function is postponed, the Deposit may be applied to a subsequent date mutually agreed to between the Renter and the PCA. The PCA reserves the right to cancel or postpone the function should an Act of God or some other unavoidable situation arise. In such case, the PCA shall not be liable for any costs incurred by the Renter. The Renter cannot assign this Agreement to any other Party.

## **CONDITIONS OF USE**

- Municipal and fire regulations limit the occupancy of the upper hall to 250 persons for lectures and similar events, and to 144 persons for dances and sit-down dinners. The occupancy of the lower hall is limited to 50 persons for lectures and similar events, and to 40 persons sit-down affairs.
- The PCA agrees that the rental of the facility shall include the use of the designated hall, normal cleaning costs, heating, air conditioning, washrooms; stage and lighting

systems; upper bar, and tables and chairs sufficient to accommodate the indicated attendance at the function, all as applicable to the particular rental. Subject only to the capacity and terms specified by its Auditorium and Fire licensing arrangements stated above, the PCA also agrees that it will use its best efforts to accommodate the Renter's wishes in respect of the preferred set-up format. There are additional charges for the use of the kitchen facilities, table linens and place settings.

- The PCA reserves the right to have a PCA Representative present prior to, during and after the function.
- The PCA reserves the right to decline the rental of the facility to unincorporated organizations and to individuals or organizations who, as Renters in the past, have violated any terms or conditions of the **Rental Agreement**
- Regarding the following subsections of this Rental Agreement, the Renter agrees:
  - 1) **Liquor Permit:** To acquire and abide by the terms of such permits and licenses as may be necessary for the provision and/or purveyance of alcohol on the premises, to post the permit/license in a visible area during the function, and to supply a copy of this permit to the PCA. If desired, the PCA can take out a liquor permit in its own name and provide bar services. However, in that case all the monies from the bar will go to the PCA. The Renter acknowledges that alcohol is not to be consumed outside of the facility, and that the importation of personal alcohol into the facility is not permitted by law.
  - 2) **Noise / Smoking By-laws:** To comply with the City of Ottawa Noise and Smoking By-laws as follows: a) between 7:00 am and 11:00 pm, noise levels shall not exceed 95 dBA when heard and measured inside the facility, or 55 dBA when measured at the property line of an individual who has been disturbed; b) between 11:00 pm and 1:00 am, noise levels are to be reduced so as not to disturb any individuals in the surrounding residential area, and c) smoking is not permitted inside the facility. If the Renter fails to comply with the City of Ottawa Noise By-laws, the PCA reserves the right to disconnect the power supply to all sound reproduction devices. The Renter shall forfeit the Security Deposit in the event that the PCA is charged and/or fined as a result of the Renter's non-compliance with the City of Ottawa Noise and Smoking By-laws.
  - 3) **Decorations:** Decorations will be free-standing or secured to the wall by masking tape only or attached to the ceiling hooks. The use of staple guns, nails and tacks is strictly prohibited. Candles (dripless type preferred) must be attended at all

times and must be secured in a stable manner so as to prevent tipping. Confetti and rice are not permitted outside the premises. The use of sparklers is dangerous.

- 4) **Liability:** The PCA assumes no liability for lost, stolen or damaged personal articles, nor any liability for injury to the Renter nor to any person or persons attending the function. The Renter is liable for all damages to the premises sustained during the use of the facility, and to the full cost incurred by the PCA to repair such damages even if the sum exceeds the Security Deposit. If this obligation is not met, the PCA shall have the right to pursue all remedies open to it by law. The Renter hereby indemnifies and saves harmless the PCA from all claims as a result of bodily injury or death to any person or persons, or for damage to or loss of property, arising out of the Renter's use of the facility or arising from the consumption of alcohol.
- 5) **Occupancy:** The occupancy period commences no earlier than 8:30 a.m. Bar service and music must cease by 1:00 a.m. at which time basic clean-up should commence. If the bar service and/or the music do not cease by 1:00 a.m., a surcharge of \$ 100/hour, or any portion thereof, shall be deducted from the Security Deposit. The PCA reserves the right to disconnect the power supply to all sound reproduction devices at 1:00 am. Further, the premises must be totally vacated by 2:00 a.m. If the Renter and/or any persons associated with the function fail to vacate the premises by 2:00 a.m., the power supply shall be disconnected and the Renter shall forfeit the Security Deposit. In addition, the PCA reserves the right to contact the Police Department to enforce the vacating of the premises.
- 6) **Basic Clean-up:** The Renter agrees to remove all decorations tape and fastening hooks, unconsumed liquor, beverage containers, remaining food and drink, as well as any other objects that are not the property of the PCA from the premises by 2:00 a.m. unless prior arrangements have been agreed to by the PCA. Only the PCA Representative, or a qualified individual authorized by the PCA Representative, shall operate the dishwasher. The Renter also agrees to leave all sinks in the kitchen, bar area and washrooms clean and free flowing, and to ensure that all counters, tables, stoves, refrigerators, dishwasher, etc. are clean and tidy. The Renter is responsible for collecting garbage and other debris in appropriate bags and placing them in the dumpster at the back of the building. If

the premises are not cleaned as specified above, the Renter shall forfeit the Security Deposit.

- 7) **Cloakroom:** The PCA reserves the right to collect all proceeds from its operation of the cloakroom facility.
- 8) **Security:** The PCA reserves the right to stipulate that Security Guards or Police be provided at the Renter's expense.
- 9) **On-Site Contact:** The Renter agrees to provide an On-Site Contact who will be known to the PCA Representative and who will be available throughout the use of the facility and until the premises are vacated.
- 10) **Parking:** Parking is limited to the parking lot located at the rear of the hall, which is available on weekends and after 6.00 p.m. on weekdays. The PCA reserves the right to arrange for the ticketing and/or towing of vehicles that are in violation of these conditions.
- 11) **Understanding the Rental Conditions:** The Renter agrees that he/she has read, understood and agreed to the terms and conditions of this document.

**DOM POLSKI SPK FACILITY RENTAL AGREEMENT Number .....**

The Polish Combatants' Association in Canada Inc., Branch No. 8. Ottawa, agrees to rent the upper / lower hall of the Dom Polski SPK, 379 Waverley Street, Ottawa, ON K2P 0W4, to ..... for the purpose of holding a ....., on ....., commencing at ..... and ending at ..... with a maximum of ..... persons attending, for the consideration of \$ ....., including GST. A Non-refundable Deposit of half of this sum, being \$ ....., has been paid by cash/certified cheque at the signing of this Agreement. The balance of the payment of \$ ..... and a refundable \$ 200.00 Security Deposit, in cash or cheque post-dated at the latest seven (7) days before the event, have also been paid. The consideration was computed in accordance with Schedule A or B appended to the Conditions of Rental document.

I, the undersigned, acting on behalf of \_\_\_\_\_,  
Print Name of Organization  
have read and accept the rental conditions. Signed in \_\_\_\_\_ on \_\_\_\_\_  
City day/month/year

\_\_\_\_\_  
Renter's name (please print)

\_\_\_\_\_  
Renter's signature

\_\_\_\_\_  
Address: Number Street Apartment City Province Postal code Telephone

On behalf of the Polish Combatants Association in Canada Inc., Branch No. 8 in Ottawa, I certify that I have received cash/certified cheque for the sum of \$ ....., comprising a non-refundable sum of \$ ..... representing half of the sum for the rental. I have also received cash/post dated cheque for the sum of \$ ..... for the balance of the rental fee and the \$200.00 Security Deposit. The Security Deposit is refundable within ten (10) days of the completion of the event, if all conditions of the Agreement have been adhered to by the Renter.

\_\_\_\_\_  
Hall Manager' name (print)

\_\_\_\_\_  
day/ month/ year

\_\_\_\_\_  
Hall Manager's signature