

SHORT TERM RENTAL AGREEMENT

This agreement is made as of **Booking Date**

Between:

The Waterloo Community Arts Centre (operating as Button Factory Arts Centre)
(the "Licensor")

and

Renter
(the "Licensee")

The Licensor and the Licensee agree as follows:

1. Licensed Areas and Term

On **DATE**, from **START TIME** to **END TIME**, provided that all license fees and other amounts payable under this Agreement have been paid when due and the Licensee complies with this Agreement and the reasonable rules and requirements of the Licensor, the Licensor grants to the Licensee a limited, non-exclusive licence to use the main floor performance space, greenroom and washrooms (collectively, the "Licensed Areas") solely for the purpose set out in Section 3.

The Licensee acknowledges that this Agreement grants a licence to use the Licensed Areas only and does not create a lease, tenancy, easement or other interest in land.

2. License Fee

The Licensee shall pay the Licensor a license fee of **\$FEE** for use of the Licensed Areas during the License Period.

The Licensee shall pay fifty percent (50%) of the license fee upon booking as a non-refundable deposit. The balance of the license fee, together with any applicable incidental charges or additional fees, shall be due no later than the end of the License Period unless otherwise agreed in writing.

Any use of the Licensed Areas outside the agreed License Period requires the prior written approval of the Licensor and may be subject to additional fees.

3. Permitted Use

The Licensed Areas shall be used solely for the purpose of conducting **a(n) EVENT TYPE** (the "Event"), as described and agreed upon by the parties before execution of this Agreement.

The Licensee shall not use, or permit the Licensed Areas to be used, for any other purpose without the prior written consent of the Licensor.

4. Insurance

The Licensee shall, at its own expense, obtain and maintain throughout the License Period, including any approved set-up and take-down periods, commercial general liability or special event liability insurance with a limit no less than \$5,000,000.00.

The policy shall:

- a. name **The Corporation of the City of Waterloo and The Waterloo Community Arts Centre** as additional insureds
- b. include a waiver of subrogation in favour of the **The Corporation of the City of Waterloo and The Waterloo Community Arts Centre**.
- c. remain in force for the entire period during which the Licensee, its representatives, contractors, vendors, guests, visitors, performers or participants have access to or occupy the Licensed Areas.

The Licensee shall provide the Licensor with a satisfactory Certificate of Insurance and, upon request, copies of applicable endorsements or other evidence of coverage, no later than **3 days before the Event**.

The Licensee may obtain the required insurance independently or, where available, through the City of Waterloo's event insurance program through the Licensor. Any insurance purchased through the Licensor must be arranged and paid for at least two weeks before the Event.

Failure to obtain the required insurance or provide satisfactory proof of insurance by the required deadline shall constitute a material breach of this Agreement and may result in cancellation of the rental by the Licensor, without liability to the Licensor, with the deposit being forfeited.

6. Additional Taxes and Charges

If the Licensee's activities in connection with the Event directly result in additional taxes, levies, charges, rates, assessments, fees or other amounts being imposed upon or billed to the Licensor, the Licensee shall reimburse the Licensor for those amounts promptly upon written demand.

7. Release and Limitation of Liability

To the extent permitted by law, the Licenser shall not be responsible or liable for loss of or damage to property belonging to the Licensee or its representatives, contractors, vendors, guests, visitors, performers or participants, or for personal injury suffered by any such person, arising from or relating to the use of the Licensed Areas, except to the extent caused by the negligence or wilful misconduct of the Licenser or a person for whom the Licenser is legally responsible.

8. Responsibility for Damage and Injury

The Licensee shall be responsible for all loss or damage to the Licensed Areas, the building, its fixtures, equipment, artwork and other property of the Licenser or the City caused by the acts or omissions of the Licensee or its representatives, contractors, vendors, guests, visitors, performers or participants, except to the extent caused by the negligence or wilful misconduct of the Licenser, the City or a person for whom either is legally responsible.

9. Indemnification

The Licensee shall indemnify and save harmless the Licenser, The Corporation of the City of Waterloo, and their respective elected officials, directors, officers, employees, agents, representatives, contractors and persons for whom they are legally responsible (collectively, the “Indemnified Parties”) from and against all claims, demands, actions, proceedings, damages, losses, liabilities, costs and expenses, including reasonable legal fees, arising out of or relating to:

- a. the Licensee’s use or occupancy of the Licensed Areas;
 - b. the Event or any activities conducted in connection with the Event;
 - c. any breach of this Agreement by the Licensee;
 - d. any act or omission of the Licensee or its representatives, contractors, vendors, guests, visitors, performers or participants; or
 - e. any failure by the Licensee to comply with applicable laws, regulations, permits or orders,
- except to the extent caused by the negligence or wilful misconduct of an Indemnified Party.

The Licensee’s obligations under this Section are not limited by the amount or availability of insurance carried by the Licensee.

10. Cleaning and Condition of Licensed Areas

The Licensee shall return the Licensed Areas to the Licenser in a clean, orderly and substantially the same condition as existed at the commencement of the License Period, reasonable wear and tear excepted.

If additional cleaning is required as a result of the Event or the acts or omissions of the Licensee or its representatives, contractors, vendors, guests, visitors, performers or participants, the Licensor may charge the Licensee the reasonable cost of such additional cleaning, which amount shall be payable promptly upon invoice.

11. City and Licensor Access and Supervision

The Licensee shall not interfere with or impede the Licensor, the City of Waterloo, or their respective officers, employees or agents in the exercise of their rights of access, inspection, control, repair, maintenance, construction, renovation or alteration of the Licensed Areas or building.

The Licensee shall comply promptly with all reasonable directions given by the Licensor or the City in relation to safety, building operations, occupancy, emergency procedures and compliance with applicable laws.

The premise will be supervised by at least one representative of the Licensor for the full License period. The representative will unlock and lock the premise and ensure the space is set up with the basic facility amenities. The representative will have the authority to enforce all guidelines and rules of the Licensor. The Licensee and/or the Licensee's representatives, guests, visitors or participants agree to follow the direction of the representative at all times. Any request to change any aspect of the Licensed Areas must be made to the representative and not performed by the Licensee and/or the Licensee's representatives, guests, visitors or participants. This includes but is not limited to adjusting the temperature, altering the stage lights or sound systems and altering any wiring and cable connections. The representative is on the premise to supervise the use of the Licensed Areas. The representative cannot be expected to sell or accept tickets or merchandise, make or arrange refreshment, clean dishes, act as a stage hand, move sets, operate the lighting or sound systems or perform any activity that would distract them from the role as a representative of the Licensor, or that falls beyond the scope of their employment. The representative must be included in the occupancy numbers at all times.

12. Compliance With Laws and Permits

The Licensee shall, at its own expense, comply with all applicable federal, provincial and municipal laws, statutes, regulations, bylaws, orders, permits, licenses and requirements relating to the Event and the Licensee's use or occupancy of the Licensed Areas.

The Licensee shall obtain, maintain and comply with all permits and licenses required for the Event, including any permits required for the service or consumption of alcohol.

The Licensee shall provide copies of required permits to the Licensor within the time periods specified in this Agreement or, if no time is specified, upon reasonable request.

13. Occupancy

The maximum permitted occupancy of the Licensed Areas is **X persons**, including the Licensee, its employees and representatives, the Licensors and City's representatives, performers, volunteers, guests, visitors and participants.

The Licensee shall ensure that the occupancy limit is not exceeded at any time. If the Licensed Areas are found to contain more than the permitted number of persons, the Licensee shall immediately take all steps necessary to reduce the occupancy to the permitted limit, without expense or liability to the Licensors or the City.

14. Alcohol

Where alcohol is to be served, sold or consumed in connection with the Event, the Licensee shall obtain all required approvals and permits from the Alcohol and Gaming Commission of Ontario ("AGCO"), including any required Special Occasion Permit.

The Licensee shall provide the Licensors with a copy of the applicable permit no later than three (3) days before the Event.

The Licensee shall be solely responsible for ensuring compliance with all applicable laws and requirements relating to the possession, service, sale and consumption of alcohol, including responsible service requirements.

Where alcohol is served or sold, the Licensee shall ensure that all required liquor liability insurance is in place and shall remain responsible for all claims, losses, damages, fines, costs and liabilities arising from the service or consumption of alcohol in connection with the Event.

15. Food and Catering

All arrangements and expenses related to catering services are the sole responsibility of the Licensee. The facilities do not include a kitchen. Our lease agreement with the City of Waterloo does not permit cooking in the building. Furthermore, it prohibits the use of any appliance that is not CSA-approved, any appliance that is not in good working order, any appliance that utilizes an open flame, deep-fryers, slow-cookers, and any appliance that utilizes a hotplate. These are expressly prohibited from the building by the owner, the City of Waterloo. Any use that is beyond the normal capabilities and allowable uses of the facilities will be denied during the rental period, regardless of how it will affect the planned meal or the expenses of the Licensee or caterer. Any expense incurred by any party because of the food preparation options not meeting expectations of the Licensee or the caterer are to be negotiated and paid for by the Licensee and/or caterer and are in no way the responsibility of the Licensors. Furthermore, if any activity by a caterer or representative of the caterer is causing damage to the building, a representative of the Licensors will order that the activity be stopped immediately and all persons involved must comply.

The Consumption of all foods and beverages by all persons is to be confined to the main floor of the building. Any alcohol consumption for events with an S.O.P is restricted to the interior, main floor of the building.

16. Live and Recorded Music

If live music is used, the Licensee is responsible for determining if SOCAN fees apply, reporting to SOCAN and paying any required SOCAN fees. If SOCAN requires payment as a result of the activities of the Licensee in the Licensed Areas, the Licensee recognizes that the Licensor is in no way liable or responsible for any part or whole of these fees, and agrees to forward any owed amounts to SOCAN directly.

If recorded music will be played during the Licensed period, it must be discussed prior to the event with the Licensor, and a usage fee may be paid with the payment of the license fee. Any music used for receptions, conventions, assemblies and fashion shows is subject to SOCAN Tariff 8, and is subject to the rate of \$44.13 plus HST if dancing is involved and \$22.06 plus HST if not dancing is involved. Venues are responsible for collecting and remitting this tariff. This fee will be forwarded to Re:Sound Music Licensing Company, who has been authorised to collect royalty fees on behalf of recording artists within Canada. Terrestrial radio is exempt from these fees. If recorded music is played without prior arrangement, the Licensee will still have to pay the usage fee prior to the end of the license period.

17. Damage to Licensed Areas

If the Licensed Areas or any part of the building, fixtures, equipment, artwork or other property of the Licensor or the City are damaged by the Licensee or its representatives, contractors, vendors, guests, visitors, performers or participants, the Licensor may immediately suspend or terminate the Licensee's use of the Licensed Areas where reasonably necessary to protect persons or property.

The Licensee shall remain responsible for all resulting repair, replacement, restoration and other reasonable costs.

18. Limitations of use of the Licensed Areas

The Licensee acknowledges the following limitations of use of the Licensed Areas:

- a. that animals are not allowed in the interior of the building (excluding service animals).
- b. that the Button Factory Arts Centre and all land on its property is "smoke free." Smoking is not permitted in the building, in the front yard or on the stairs or ramp. People smoking must make their way to the sidewalk.
- c. that the Licensor may make, from time to time, alterations, changes, additions, deletions, improvements or any other work in and to the Licensed Areas or any part thereof.
- d. that open flame is not permitted on the premises.

- e. that fog machines are not allowed in the interior of the building and the use of confetti, rice or sparkles is not allowed anywhere on the property.
- f. that the Licensee may not affix, attach, hang, or otherwise secure anything to the interior or exterior walls, doors, or other features of the Licensed Areas using permanent or potentially damaging methods or materials, including, but not limited to, certain tapes, adhesive products, sticky tack, push pins, nails, screws, or similar fasteners. Where the Licensee requires materials to be displayed or secured, the Licensee shall work with a representative of the Licensor to identify and agree upon an appropriate, non-damaging solution.
- g. that the Licensee is not to remove or rearrange artwork and movable walls in the space.
- h. that any video recording and/or photography that is done in the Licensed Area may not include any exhibited art in the gallery space.
- i. that all advertising and/or publicity must refer to the licensed venue as "Button Factory Arts Centre." It must be clear on the material that the Licensor's involvement is as a venue and not a producer of the event.
- j. that the grand piano is tuned at least quarterly. Additional tunings for specific events must be arranged well in advance, and a tuning fee will be added to the License fee. Only the Licensor piano tuner may be engaged to service or adjust the piano. The proximity of additional tunings to the License period is subject to the availability of the tuners, Licensor staff and the schedule of the piano's usage.
- k. that the piano is not to be used by the Licensee and/or the Licensee's representatives, guests, visitors or participants for any purpose other than professional or educational performance. It is not to be used as a toy, or by untrained persons. This includes use after performances during receptions.
- l. that the heating system of the licenced areas is controlled by the City of Waterloo and cannot be adjusted during an event. The air conditioning system can be adjusted in a limited range by the Licensor's representative upon request.
- m. that materials brought to the venues by the Licensee and/or a representative of the Licensee or rented from a third party for the rental period should be brought and removed during the rental period. In extreme circumstances when this is not possible, arrangements for early drop-off or late pick-up and intermittent storage may be available subject to the discretion of the Licensor. Arrangements for the drop-off and pick-up must be made prior to their occurrence, and are subject to the availability of the venue and staff. Any drop-off or pick-up arrangements that add additional staffing time will be subject to a fee. Representatives of the Licensor are able to sign for deliveries but they are not liable for errors or omissions from orders.
- n. that garbage, recycling and compost facilities are available on the premise. The Licensee and/or the Licensee's representatives, guests, visitors or participants are

expected to separate garbage and recycling items into their designated receptacles. If an event produces more than a normal amount of garbage, in extreme cases, the Licensor may charge the Licensee for extra disposal costs inflicted on the Licensor.

- o. that certain facility amenities are not included in the licence fee but are available for an additional fee that should be arranged prior to the Licence period. Any use of the amenities that is not prearranged will still be subject to usage fees which the Licensee must pay.
- p. that any payment that cannot be processed (i.e. NSF cheques) will result in an additional \$50 fee being added to the amount owed.

19. No Assignment

This Agreement is personal to the Licensee. The Licensee shall not assign, transfer, sublicense or otherwise grant any third party the right to use the Licensed Areas without the prior written consent of the Licensor.

Nothing in this Agreement creates an interest in land, tenancy, leasehold interest or other proprietary interest in favour of the Licensee.

20. Entire Agreement

This Agreement, together with any written schedules, fee schedules, orders for additional amenities or services, and other documents expressly incorporated into it, constitutes the entire agreement between the parties concerning the Licensee's use of the Licensed Areas and supersedes all prior discussions, representations and agreements relating to that subject matter.

No amendment to this Agreement shall be effective unless made in writing and agreed to by the parties.

21. Notices

Any notice or demand required or permitted under this Agreement shall be given in writing by email.

Notices to the Licensor shall be sent to:

rentals@buttonfactoryarts.ca

Notices to the Licensee shall be sent to:

EMAIL

A notice sent by email shall be deemed received on the date it is sent, provided that the sender does not receive an automated or other notice indicating that the email was not delivered.

22. Further Assurances

The parties shall execute such further documents and take such further actions as may reasonably be required to give effect to the intent of this Agreement.

23. Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the applicable laws of Canada.

24. Force Majeure

The Licensor may cancel or terminate the rental where, due to circumstances beyond the reasonable control of the Licensor, including fire, flood, natural disaster, government order, utility failure, building closure, public emergency or other force majeure event, the Licensed Areas cannot reasonably be made available for the Event.

In such circumstances, the Licensor shall refund amounts actually paid by the Licensee for the affected rental period, and the Licensor shall have no further liability to the Licensee arising from the cancellation.

25. Execution

The parties acknowledge that they have read and understood this Agreement and agree to be bound by its terms.

THE WATERLOO COMMUNITY ARTS CENTRE

Per: _____
Name: _____
Title: _____
Date: _____

LICENSEE

Per: _____
Name: _____
Title (if applicable): _____
Date: _____