

CecilVenues

Your Memorable Event Experience

Terms and Conditions

The Contracting Party's booking and use of the meeting room or auditorium (the "premises") are on the following terms and conditions:

1. Cecil Community Centre ("CecilVenues") is not responsible for, and will not be liable to the Contracting Party, for any damages whatsoever, arising out of or in connection with your use, or inability to use, the premises even if -CecilVenues had been advised of the possibility of such damage.
2. The Contracting Party certifies that the person signing the contract is the authorized representative of the Contracting Party and has the full authority to sign the contract and to commit the Contracting Party in respect of any other matter regarding this rental agreement (the "Contract"), the use of the premises and the supplied and/or rented equipment.
3. CecilVenues grants to the Contracting Party the non-assignable right to use the specific premises and any equipment supplied by CecilVenues solely for the purposes, and on the dates and times, stated in this Contract.
4. The time period for use of the premises must include the time required to both prepare the premises for use and to clean up the premises after use. The Contracting Party will not be provided access to the premises earlier than the scheduled booking start time.
 - a. If the Contracting Party uses the premises beyond the scheduled end time stated in this Contract, CecilVenues will charge the Contracting Party on an hourly basis for the additional time spent using the premises. The premises will be considered "in use" so long as the Contracting Party and their property is within the premises. Failure to pay this additional charge may result in CecilVenues denying future booking requests from the Contracting Party.
5. If the Contracting Party leaves the premises without cleaning and clearing the space of their belongings, CecilVenues will charge the Contracting Party a flat rate of \$125. This fee is waived for the Contracting Party should they participate in cleaning the event space.

6. Arrangements for Delivery, and Removal of Event Equipment must be made in advance with CecilVenues Event Coordinator. Whenever possible, deliveries should be made no more than 24 hours prior to the rental period, and removed within 24 hours after the event.
7. **CecilVenues requires a \$200 non-refundable down-payment when the Contract is signed to hold the space.**

CecilVenues requires payment in full 10 business days prior to the event, otherwise the event is subject to cancellation.

8. If the Contracting Party needs to cancel its intended use of the premises, the Contracting Party must provide written notice to CecilVenues and the following cancellation policy will apply with respect to fees paid:
 - a. For a cancellation made more than 30 calendar days prior to the scheduled date of the event, any and all payments will be refunded, excluding the non-refundable deposit of \$200.
 - b. For a cancellation made 15 to 30 calendar days prior to the scheduled date of the event, 25% of the total invoice amount will be retained by CecilVenues.
 - c. For a cancellation made 8 to 14 calendar days prior to the scheduled date of the event, 50% of the total invoice amount will be retained by CecilVenues.
 - d. For a cancellations made within 7 calendar days prior to the scheduled date of the event, 100% of the total invoice amount will be retained by CecilVenues. 25% of the total invoice amount can be used as a credit for a future date, if booked within 12 months.
9. CecilVenues is located in a mix commercial residential neighbourhood. Loud noise must be turned down by 11:00 pm or the Contracting Party may make an application to the City of Toronto for a Noises Exemption Permit.
10. The Contracting Party shall not cause or allow the premises or any supplied equipment to be defaced or damaged in any way. The Contracting Party shall return the premises and supplied equipment to CecilVenues in the same condition as it was received, and if the Contracting Party fails to do so, it shall be responsible for any and all damage caused by its use of the premises or its use of the supplied equipment. If the Contracting Party or any of its employees, agents, volunteers, or subcontractors causes or permits damage to the premises or supplied equipment,

the Contracting Party shall pay to CecilVenues, on receipt of an invoice, the reasonable cost of any and all repairs CecilVenues must make in order to return the premises or equipment supplied by CecilVenues, as the case may be, to the same state it was when it was provided to the Contracting Party. Failure to pay this invoice may result in CecilVenues directly charging the credit account provided in this contract as well as denying future booking requests from the contracting party.

11. In using the premises and equipment supplied by CecilVenues, the Contracting Party will comply with these Terms and Conditions, all applicable federal, provincial, municipal or CecilVenues laws, by-laws, regulations, guidelines and policies. The Contracting Party will ensure that its employees, subcontractors, agents, and volunteers on the premises during the period of the Contracting Party's use will comply with such laws, by-laws, regulations guidelines and policies.
 - a. Without limiting the foregoing, such laws, by-laws, regulations, guidelines, and policies protocols may include, without limitation, requirements for mandatory COVID-19 vaccinations, mandatory proof of COVID-19 vaccination checks, staggered arrival and departure times, temperature checks, pre-sanitization requirements, physical distancing, masks/face coverings, food & beverage service and handling, and requiring persons developing or exhibiting symptoms to leave the premises. The Contracting Party and its personnel, guests and subcontractors specifically acknowledge that an inherent risk of exposure to COVID-19 exists in any public place where people are present. The Contracting Party voluntarily assumes any and all risks related to exposure to COVID-19 from being at the premises.
12. CecilVenues is not responsible for any property of any kind that the Contracting Party, its employees, subcontractors, invitees, attendees and guests bring onto the premises. CecilVenues will promptly remove any property left behind in the premises. CecilVenues will not be liable for damages or loss to property as a result of any removal or disposal of any property in accordance with this section.
13. The Contracting Party assumes full responsibility for the acts and conduct of the employees, agents, subcontractors, and volunteers of the Contracting Party that are admitted to the premises during the Contracting Party's use. CecilVenues retains the right to interrupt, terminate the use of the premises, or eject any person in attendance at the premises if designated CecilVenues staff members, in their sole discretion, consider it to be necessary in the interests of public order or safety or if, in CecilVenues staff members' sole discretion, there is a perceived violation of CecilVenues Rules of Conduct or these Terms and Conditions. The Contracting Party waives any right to damages or compensation should its use of the premises be so interrupted or terminated.

14. The Contracting Party agrees that:
- a. CecilVenues staff may have access to the premises at all times during the Contract Party's use and may attend any meeting, course, or event being conducted by the Contracting Party on the premises;
 - b. The Contracting Party's event will not promote, or have the effect of promoting, discrimination, contempt or hatred for any group or person on the basis of race, ethnic origin, place of origin, citizenship, colour, ancestry, language, religion, age, sex, gender identity, gender expression, marital status, family status, sexual orientation, disability, political affiliation, membership in a union, receipt of public assistance, level of literacy or any other similar factor.
 - c. The Contracting Party must provide prior written approval of any publicity or marketing materials;
 - d. The Contracting Party is solely responsible for any marketing or promotion of their use of the premises;
 - e. The Contracting Party is responsible for any costs associated with its use of the premises or equipment supplied CecilVenues which are not specifically identified in the Contract, excluding the supply of any utilities to the premises.

15. The Contracting Party acknowledges that it will breach this Contract if:

- a. It fails to pay any amounts due on their due date;
- b. It contravenes any of the Terms and Conditions; or
- c. It poses a risk to the health and safety of the public or CecilVenues staff.

If the Contracting Party breaches this Contract, CecilVenues may, in its sole discretion, terminate the use or intended use of the premises without refunding any of the payment.

16. The Contracting Party acknowledges that, should the Contract be terminated as a result of a breach as set out in section 15 of this Contract, CecilVenues may deny a booking of the Contracting Party to use the premises or another room at CecilVenues in the future.

17. In addition to CecilVenues right to terminate the Contracting Party's use of the premises identified in section 15, CecilVenues, in its sole discretion, may terminate the Contracting Party's right to use the premises if;
 - a. CecilVenues becomes aware of a use that is contrary to law;
 - b. The Contracting Party has misrepresented anything in this Contract or its room booking application and related agreement;
 - c. There is a likelihood of harm to any person or property, in the CecilVenues' sole discretion;
 - d. CecilVenues becomes aware that the premises are intended to be a permanent or long-term location for the Contracting Party's activities, including establishing offices in CecilVenues meeting rooms; or
 - e. The Contracting Party has previously misused the premises or other CecilVenues facilities or materials or has failed to pay any fees of any sort owed to CecilVenues

18. The Contracting Party understands and agrees that CecilVenues, in its sole discretion, may terminate this Contract at any time due to circumstances resulting from government orders, restrictions, or recommendations, including, without limitation, Toronto Public Health guidelines, restrictions, and recommendations, as amended and updated, related to the COVID-19 pandemic.
 - a. In the event of such termination, CecilVenues shall not be responsible for any losses, damages, or expenses whatsoever suffered by the Contracting Party. The Contracting Party shall only be entitled to a refund of the fees it has paid to CecilVenues. In the case of a payment plan, any scheduled payments pending associated with the canceled booking will not be processed.