

| A LIFESTYLE SPACE |



434 COLLEGE ST SECOND FLOOR TORONTO ON M5T 1T3  
647-707-5433

SPACE BOOKING AGREEMENT AND CONTRACT

DATE OF BOOKING:

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TYPE OF BOOKING:

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NUMBER OF GUESTS:

SET-UP TIME:

START TIME:

END TIME:

PRIMARY CONTACT:

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ADDRESS:

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CITY:

PROV:

POSTAL:

PREFERRED PHONE:

IN INC's Standard booking time is based on 8 hours, including set-up and clean up. More time is subject to an additional fee of \$70/hour for patio, \$150 per hour for share/private indoor space.

CLIENT INITIALS: \_\_\_\_\_

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6 4 7 - 7 0 7 - 5 4 3 3

#### POLICIES AND REGULATIONS

The signed Booking Agreement and Contract is required to reserve the event date and times.

#### CAPACITY

Booking Client understands that the maximum standing capacity of IN INC is 143 people and will not exceed this limit.

#### INSURANCE AND LIABILITY

Special Event Liability Insurance is required for ALL Bookings, Equipment and Caterers. The insurance must, at Booking Clients sole expense, provide and maintain public liability and personal property damage insurance insuring IN INC and TECA INVESTMENTS LTD against all bodily injury, property damage, personal injury and other loss arising out of use and occupancy of the premises, or any other occupant premises, including appurtenances to the premises and sidewalks. The insurance required hereunder shall have a single limit liability of not less than \$1 Million, and general aggregate liability of not less than \$2 Million.

IN INC shall be named as an additional insured of said policy. In the event the Insurance was not obtained the Booking Client agrees IN INC and TECA INVESTMENTS LTD has no liability for any and all bodily injury, property damage, personal injury and other loss arising out of use and occupancy of the premises, or any other occupant premises, including appurtenances to the premises and sidewalks.

#### SITE DECORATION

In the event of any damages occurring to the space, furniture, or fixtures the Booking Client will be held solely responsible and will be billed accordingly. This includes, but is not limited to, scratches, nicks, breaks, or marks of any kind. No confetti, glitter, rice, birdseed, flower petals, sparklers, or smoke machines are allowed on the premises. Candles must be globed with hurricanes or votives. No open flames are allowed.

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#### NOISE

Booking Client acknowledges that the premises are located near residential units and therefore agrees to control the noise level at the event such that it does not disturb neighboring occupants. In the event that the event creates a disturbance due to high noise volume, Booking Client shall immediately reduce the volume. If repeated disturbances are created, at IN INCs discretion, the Client may be expelled from the premises or the offending noise will be ended. In the event of disturbances to the point of expulsion, no portion of the Booking fee will be refunded. Note: Music must end by 10pm during weeknights and by 11pm on weekends. Amplified sound is NOT permitted.

#### CANCELLATION

- Full refund within 48 hours of payment, less service fee
- 50% refund within 28 days of payment, less service fee
- No refunds after 28 days of payment
- No refunds when the event check-in is less than 7 days away, unless the cancellation was requested during the first 48 hours of payment.

#### LIABILITY

Booking Client agrees to indemnify, defend, and hold IN INC, its building owners, officers, and agents harmless of and from any liabilities, costs, penalties, or expenses arising out of and/or resulting from the booking and use of the premises, including but not limited to, the personal guarantee of provision, service, and dispensing of payment by Booking Client, its employees, and agents of alcoholic beverages at IN INC. In the event IN INC, its building owners, officers, and/or agents, are required to file any action in court in order to enforce any provisions of this agreement, Booking Client agrees to pay IN INC, its building owners, officers, and/or agents, all reasonable attorney fees, court fees, and costs of suit incurred by IN INC, including all collection expenses and interest due.

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CATERING, CLEANING, TRASH AND EQUIPMENT REMOVAL

IN INC will be in a clean condition prior to the event. Within the last (1) hour of the event, the Booking Client is required to remove all equipment and return the space to the same clean condition in which it was found. There is no open flame or frying allowed on site or any cooking that will create smoke, as our facility is not ventilated. All trash, including sorted recyclables and properly sorted compostable, must be collected, properly bagged and removed by the Booking Client and/or the Caterer.

LOSS OR DAMAGE

In the event of any damages occurring to the booking client's items, articles, or fixtures the Booking Client will be held solely responsible and removes IN INC and TECA INVESTMENTS from any liability for lost, stolen or damaged goods.

PATIO

Booking Client agrees that there is absolutely no smoking or drinking alcoholic beverages on the patio should this occur, at IN INCs discretion, the Client may be expelled from the premises.

CITY, PROVINCE, MUNICIPAL AND FEDERAL LAWS

The Booking Client agrees to comply with all applicable City, Province, and Municipal and Federal laws and shall conduct no illegal act on the premises. The Booking Client shall not sell alcohol on the premises at any time. The Booking Client may not serve alcohol to minors on the premises at any time. The Booking Client agrees to ensure alcoholic beverages are consumed in a responsible manner. IN INC reserves the right, in its exclusive discretion, to expel anyone who in its judgment is intoxicated or under the influence of alcohol or drugs, or who shall in any manner do or participate in any act jeopardizing the rights, use permit, or insurability of IN INC or the safety of its staff, guests, or building contents.

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ENTRY AND EXIT

The Booking Client agrees that IN INC may enter and exit the premises during the course of the event.

LIABILITY

Booking Client agrees to indemnify, defend, and hold IN INC, its building owners, officers, and agents harmless of and from any liabilities, costs, penalties, or expenses arising out of and/or resulting from the booking and use of the premises, including but not limited to, the personal guarantee of provision, service, and dispensing of payment by Booking

Client, its employees, and agents of alcoholic beverages at IN INC. In the event IN INC, its building owners, officers, and/or agents, are required to file any action in court in order to enforce any provisions of this agreement, Booking Client agrees to pay IN INC, its building owners, officers, and/or agents, all reasonable attorney fees, court fees, and costs of suit incurred by IN INC, including all collection expenses and interest due.

ACKNOWLEDGED, AGREED AND AUTHORIZED BY PRIMARY CONTACT/BOOKING CLIENT:

NAME: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_ DATE: DD/MM/ YYYY

ACKNOWLEDGED, AGREED AND AUTHORIZED BY IN INC:

NAME: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_ DATE: DD/MM/ YYYY

INSURANCE COMPANY:

POLICY #:

ADDITIONAL TIME:

AMOUNT:

CLIENT INITIALS: \_\_\_\_\_