

EVENT RENTAL AGREEMENT

THIS AGREEMENT is made between The Collective Workspace Inc., 14 Leswyn Road, Toronto, Ontario (“**The Collective**”) and:

Contact Person's Full Name:	
Type of Event:	
Contact Information:	Telephone Number: Email Address:
Billing Information (Name & Address):	
Number of Guests:	Please specify and email a full guest list to events@thecollectiveto.com
Date of Event:	
Time Frame:	
Will you be serving Alcohol? If so, please send us a copy of your liquor licence.	Please specify
Are you serving food?	Please specify
Special notes or requests:	

1. Event Space Rental

The Collective Workspace shall rent to the Client for the purpose of the Event and for the duration of the Event Date (hereinafter defined) the Event Space (hereinafter defined) (the "Rental"). The Event shall take place on the main floor level located at 14 Leswyn Road, Toronto, Ontario (the "Event Space"). Access to the main floor will commence from 6pm-12am on weekdays. On weekends access will be granted all day from 9am-12am **with an 8 hour max**. Up to one Collective staff member present at minimum (wages for staff members will be added to invoice). The Client, their guests, invitees and contractors must vacate the Event Space by the end of the Event Date. Cleaning, rearranging furniture to original state and garbage disposal must be done a half hour before the end of the event.

EVENT RENTAL AGREEMENT

House Rules:

- Marble tables must not be moved, all other tables can be moved but must return to their original positions (Please do not drag furniture as it will scratch the floor resulting in a lost security deposit)
- Garbages must be emptied and bags brought to the loading area
- Surfaces including tables and countertops must be wiped down using provided products (located under kitchen sink)

2. Food/Beverage Policy

Food and beverages can be brought in by the renter of the space, however, if catering is being purchased from an outside company you must provide The Collective Workspace with a copy of the invoice as a 15% landmark fee will apply. If you select one of our preferred caterers, the landmark fee will be 10% of the final catering invoice.

The Collective Workspace will not be responsible for any food/beverage related expenses. The Rental Fee does not include catering, audio/visual services, additional equipment rentals or other furniture rentals, tablecloths, chair covers, all other linens, coat check attendant, security guards, additional staffing, valet services, decor services, music tariffs, etc.

3. Deposit & Payment Schedule

Initial Deposit

The Collective Workspace requires a 50% deposit via E-transfer to billing@thecollectiveto.com due at the time of signing of this Agreement in order to reserve the Rental. This Initial Deposit cannot be waived. The Rental will not be reserved for the Client until the Initial Deposit is received by The Collective Workspace.

Security Deposit

The Collective Workspace requires a \$750 cheque hold for any damages that may occur at the time of signing of this Agreement. A walk through before and after the event will be done to ensure that nothing is damaged. This amount will be returned in full if nothing is damaged.

2 Days Before the Event

Remaining 50% payment & any other outstanding fees are due 2 days before the event date via E-transfer to billing@thecollectiveto.com.

** Neither the Initial Deposit or amounts already paid will be refunded if the Client cancels all or part of the Event. **

**** In the case of any COVID-19 related closures, the client may receive a full refund minus a 10% admin fee of the final invoice that will go to The Collective Workspace. ****

4. Event & Space Rental Fees

Full day: weekday or weekend: \$1592/Day + tax (8 hours). The fee will increase depending on the amount of people attending. (If Boardrooms are needed for holding space these need to be blocked out in our system so please inform us at the time of your booking if they are available we can accommodate) please ask for more details.

Weekday evening event (6pm-12am): \$1194 + tax

**Please Note: If the event is scheduled during a weekday, this will not be a private event as our Collective members have access to this space. If the event is scheduled on the weekend, we can better guarantee the space will have less traffic

Hourly for Main Floor space: \$199/HR + tax **There is a 3 Hour Minimum booking**

Cleaning fee per day: \$175/Day + tax (this price may increase depending on the final number of guests attending)

EVENT RENTAL AGREEMENT

Holiday rate: Any event that takes place on a holiday will be charged an extra 25% to the final invoice total (before tax).

5. Rental Items & Deliveries

When items are being rented for use during your event please allow 24 hrs notice of any deliveries that may be taking place. Rentals may be delivered during the week from 9 a.m. to 5 p.m.. Outside of these hours we are not responsible for rental items. We are not responsible for any lost/stolen/damaged rental items. In the event that the event space is damaged by a rental company, the renter will be responsible for any repair costs that may be incurred.

6. Security

The Collective Workspace shall hire security personnel for the event if the event is held during the evening on a weekday or weekend. The fee for security starts at \$65/HR + tax for up to 75 people. If the event consists of more than 75 people, you may require 2+ security guards. These fees will be added to the total billed by The Collective. For events where alcohol is served, security personnel is mandatory and required for the safety of all the guests. A liquor license will be required to ensure that applicable liquor legislation and regulations are complied with. Fees for security personnel ("Security Fees") shall be borne by the Client and are not included in the Rental Fee.

7. Damages, Repair Costs & Extraordinary Cleaning Costs

The Client shall be responsible for any damages (including, but not limited to, property damage and personal injury) suffered or incurred by The Collective Workspace or any employee, guest, invitee or contractor of The Collective Workspace caused by the Client or any guest, invitee or contractor of the Client. The Client agrees to indemnify and hold harmless The Collective Workspace, its affiliates, their employees, contractors, directors, and officers ("Indemnitees") from all actions, costs, claims, losses, expenses and/or damages, including reasonable attorney's fees, arising out of or resulting from the Client's use of the services and facilities of The Collective Workspace unless the same are due to the negligence or misconduct of any of the Indemnitees. The Client shall be fully liable for any costs incurred by The Collective Workspace to repair any damage caused to the Event Space, and replace any property in the Event Space that is damaged, stolen or vandalized as a result of the Client's use of the Event Space, including, but not limited to, the willful or negligent acts or omissions of the Client's guests, invitees or contractors ("Repair Costs").

8. Set Up/Take Down

The Client shall ensure that all garbage is removed from the Event Space, and the Event Space shall be left in a state typical of normal use. The Client shall be fully liable for any costs incurred by The Collective Workspace for the removal of garbage or any extraordinary cleaning required ("Cleaning Costs").

All furniture must be put back to its original place. how the client found it. If set up/take down of the space needs to happen on another day, an hourly fee will apply.

9. Liability

The Collective Workspace disclaims all liability for any personal property and equipment of the Client's or the Client's guests, invitees or contractors brought to the Event Space. Any such property brought to the Event Space shall be at the sole risk of the Client or the Client's guests, invitees or contractors. The Client acknowledges that any sort of safe that may be provided by The Collective Workspace is provided purely as a convenience to the Client, and should the Client choose to use such safes, they do so at their own risk. The Collective Workspace further disclaims all liability for any personal property stored in such safes. The Collective Workspace disclaims all liability or responsibility for any loss, injury or damages in any form or of any kind, or in any manner whatsoever sustained by the Client or any person attending the Event or any other person, firm or corporation whatsoever including, but not limited to, any loss or damage resulting from:

- 1) the conduct of any person or persons attending the Event; and
- 2) the conduct of the Client or the management of the Event by or on behalf of the Client.

If this Agreement is signed in the name of a corporation, partnership, association, club or society, the person signing represents and warrants to The Collective that she/he has full authority to sign such contract and that in the event that she/he is not so authorized, she/he will be personally liable for the faithful performance of this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the province of Ontario and Canada. This Agreement may not be

EVENT RENTAL AGREEMENT

assigned by the Client without prior written consent of The Collective Workspace. This Agreement contains all of the understandings between the parties and may only be modified in writing signed by both parties.

10. Governing Law

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

11. Parking

Parking is provided free of charge on-site, up to the parking lot's capacity.

12. No Assignment by Applicant

This Agreement is personal to the Applicant and may not be assigned by the Applicant to any other individual, person, firm, company, corporation, association or third party without the express written consent of The Collective, which consent may be withheld by The Collective in its sole, absolute and unfettered discretion.

13. Privacy Laws

The Collective agrees to comply with the Canadian Personal Information and Protection of Electronic Documents Act and such other Legislation and Regulations pertaining to privacy of personal information with respect to the receipt and use of the Applicant, as may be applicable.

14. General

The Client acknowledges that The Collective Workspace may take photos of the Event, including but not limited to photos of event decor, final setup, florals, etc. For photos that include the Client or their guests, The Collective Workspace shall use best efforts to ensure that neither the Client or their guests are recognizable. The Client agrees that the Event will be conducted in a proper and orderly fashion, so as not to disturb other functions, events or other guests in the space at the same time at 14 Leswyn Rd, Toronto, ON. The Collective Workspace reserves the right to inspect and control all private functions, including the Event. The Client acknowledges that The Collective Workspace is bound by the Liquor License Act (Ontario) and that the observance of such legislation is a condition of occupancy of 14 Leswyn Rd. Toronto, ON.

If for any reason beyond its control, including, but not limited to, strike, labour dispute, accident, act of war, act of God, fire, flood, earthquake, severe weather conditions or other emergency conditions, The Collective Workspace is unable to perform its obligations under this Agreement, such non-performance is excused and The Collective Workspace may terminate this Agreement without further liability of any nature, upon return of the Initial Deposit and subsequent payments to the Client. In no event shall The Collective Workspace be liable for indirect or consequential damages of any nature for any reason. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations and understandings, whether oral or written.

15. Execution and Delivery

This Agreement may be executed and delivered by the parties hereto in counterpart, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument. The parties agree that this Agreement may be executed by either party and forwarded to the other party by facsimile transmission or other means of electronic communication and receipt by facsimile transmission or other means of electronic communication of a copy of this Agreement executed by a party shall bind the party so sending the Agreement by the facsimile transmission or other means of electronic communication. This Agreement shall come into effect as of the date of acceptance of this Agreement by The Collective as set out below (the "**Effective Date**").

16. Independent Legal Advice

The Applicant acknowledges and agrees that it has had the opportunity to consult with a lawyer before signing this Agreement.

IN WITNESS whereof the Applicant and The Collective have executed this Agreement as of the Effective Date.

APPLICANT'S SIGNATURE	THE COLLECTIVE WORKSPACE INC.
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EVENT RENTAL AGREEMENT

<p>x _____</p> <p>If the Applicant is a corporation, the person who signs above represents and warrants that he/she has the authority to bind the Applicant to this Agreement.</p> <p>Agreement accepted on the ____ day of _____, 2022.</p>	<p>x _____</p> <p>Name: _____</p> <p>I have authority to bind the corporation</p> <p>Agreement accepted on the ____ day of _____, 2022.</p> <p>Initial Deposit Received: [<input type="checkbox"/>] E-Transfer Security Deposit Received: [<input type="checkbox"/>] Cheque Remaining Balance Received: [<input type="checkbox"/>] E-Transfer</p>
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