1280 & 1284 Gordon Street
Guelph, ON N1L 0M8

AMENITY ROOM REQUEST FOR PRIVATE BOOKING:

The Amenity Room is available to all residents and is to be shared, except when there is a Private Booking made.

* Private Bookings are made through the Property Manager, Jasmyne Pereira by sending your request via email to WSCC248@fiveriverspm.ca. You will receive a copy of the agreement to sign and submit with your cheques and insurance form. There is a **$100.00 cleaning fee and 400.00 damage deposits** required, dated for the date of use, and must accompany the request form, which will be returned after inspection. The guests are to be vacated by **11:00 p.m.**, and Amenity Room is tidied after use, no later than 1:00a.m.

* There is absolutely **NO SMOKING and NO CANDLES** permitted in the Amenity Room or in any other common areas of the building.

* Consumption of **Alcoholic Beverages** is permitted in the Amenity Room but may not be sold to guests.

* **NO PETS** are allowed in the Common Room.

* The maximum number of persons allowed in the Amenity Room at one time is 37 persons, as per the City of Guelph Fire Department.

* The oven is to be used as a warming oven, as per the City of Guelph Fire Department.

* No signs or decorations are to be affixed in any way to the walls, doors or ceilings of the Amenity Room.

* **AFTER USING THE COMMON ROOM PLEASE CLEAN UP**; wipe tables and countertops; remove your items from the fridge, freezer and wipe up any spills; return furniture to its proper location; turn off lights; dispose of your garbage; tidy the restroom.

* Please **DO NOT** throw large items like pizza boxes into the garbage chute – it causes a jam. Leave boxes and other recyclables in the proper bins on Level G in the parking garage.

Thank you, and enjoy our facilities.

Wellington Standard Condominium Corporation #248

Amenity Room Booking Contract Agreement
Wellington Standard Condominium Corporation No. 248
1280 & 1284 Gordon Street, Guelph, ON

I, _____, the owner of unit _____, _____Gordon Street, hereby agree to the following terms and conditions of governing the use of the **Amenity Room** for a private party/function:

1. I understand and agree on behalf of myself, and my heirs, assigns, personal representatives and next of kin, that my execution of this document constitutes:

   a) **AN UNQUALIFIED ASSUMPTION OF ALL RISKS** associated with my use (and the use by my guests) of the common elements, including the **Amenity Room**, as described in this Agreement. This includes all risks arising from negligence or gross negligence, including any compounding or aggravation of injuries caused by negligent first aid operations or procedures of the Condominium and its agents, managers, officers, directors, and employees or successors, assigns or insurers of same (the "Releasees");

   b) **A FULL AND FINAL RELEASE AND WAIVER OF LIABILITY AND ALL CLAIMS** that I have or may in the future have against the Releasees, both present and future, from any and all liability for any loss, damage, injury or expense that I may suffer, or that my next of kin may suffer as a result of my use of the common elements and **Amenity Room** due to any cause whatsoever, **including negligence, breach of contract, or breach of any statutory or other duty of care, including any duty of care owed under the relevant occupiers liability act or any other relevant statutes**, on the part of the Releasees.

   c) **AN AGREEMENT NOT TO SUE THE RELEASEES** for any loss, injury, costs or damages of any form or type, howsoever caused or arising, and whether directly or indirectly from my use of the common elements; and

   d) **AN AGREEMENT TO INDEMNIFY, and to SAVE and HOLD HARMLESS the RELEASEES**, and each of them, from any litigation expense, legal fees, liability, damage, award or cost, of any form or type whatsoever, they may incur due to any claim made against them or any one of them whether the claim is based on the negligence or the gross negligence of the Releasees or otherwise, including any claims brought by my guests, their families, or others pursuing an interest through any one or more of them.

2. I understand that action will be taken against me, should my guests or I not abide by the conditions as set out in this Agreement and in accordance of the **Declaration and Rules**. Such action could include but is not limited to, additional charges levied against me as the person booking the room.

3. I understand that private party/function means a function for personal family and/or friends. Private functions, which raise money, are not permitted. **The Amenity Room can accommodate a maximum of 37 people as per fire code regulation.**

4. As the host of the function, I agree to remain in the **Amenity Room** during the entire function and if applicable will be responsible for all of my guests while they remain on the property.

Approved by the Board of Directors on April 23, 2025

5. I will comply with the **City of Guelph Noise Bylaw #16366** which states that excessive noise from such items as radio, stereo, musical or other sound producing instrument is prohibited in residential areas **AT ALL TIMES.**

6. **Function to end, and the Amenity Room to be cleared of guests and host (s), by 1:00 a.m. unless prior arrangements have been agreed upon, in writing, with the Property Manager.**

7. I will not affix any signs or decorations on any walls or ceiling.

8. Guests using the **Amenity Room** are not permitted in any other common area of the building. Specifically, guests need to remain in the **Amenity Room** and are not permitted to gather in the lobby of the building or wander throughout the building for example.

9. **Alcohol is permitted in the Amenity Room. Please see attached Alcohol Policy.**

10. For all functions, the following additional rules must be adhered to:

    a. All guests must be met at the **Amenity Room** entrance. The entry door may not be propped open.
    b. All guests must be informed that they are not allowed access to any other part of the building and should remain in the **Amenity Room** until the party is over and until such time when they are leaving the building.
    c. At the end of the party, the guests should leave the building quietly and expediently. (no lingering at the entrance or any part of the building)
    d. Washroom must be cleaned by person(s) renting the **Amenity Room**.
    e. All appliances and countertops must be wiped clean of all spills.
    f. Oven may only be used as a warming oven as per Ontario Fire Code.
    g. All garbage must be properly disposed of.
    g. **NO SMOKING** is permitted in the **Amenity Room** or any of the indoor common elements and must be strictly observed. All cigarettes butts must be removed from outside.
    h. Bookings will not be accepted more than six (6) months in advance and will be accepted on a 'first call' basis.
    i. Owner must provide the following when the key is picked up:
        - proof of insurance
        - damage deposit cheque
        - cleaning fee cheque/cash (refer to below for an explanation of these costs)

    In addition to these rules, the owner/host is responsible for ensuring that all guests abide by all condominium rules and bylaws, including parking rules.

11. **A damage deposit of ($400.00) payable** (by cheque) to **WSCC # 248** is required. This cheque will be returned or destroyed after a Corporation representative has inspected the room (within 72 hours of the event). If the room has not been properly cleaned, there is damage or items have been removed from the room, part or all of the deposit will be retained by the corporation. **WSCC #248** reserves the right to assess additional costs to the user if the damages or losses exceed the deposit.

Approved by the Board of Directors on April 23, 2025

12. **A cleaning charge of $100.00** applies to each booking to cover the cost of cleaning the entire **Amenity Room** area and appliances. This is not refundable and is to be paid when the key is picked up. **If there are two bookings back-to-back the second booking may not have the room until 10am so that there is enough time to have the room cleaned by the cleaner.**

13. The Corporation reserves the right to prevent access to this amenity if there is any abuse of it.

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DATE OF USE: _____ TIME: FROM: _____to _____

ESTIMATED NUMBER OF GUESTS: _____

PURPOSE OF FUNCTION: _____

DEPOSIT RECEIVED: $_____CHEQUE

CLEANING CHARGE: $_____CASH

OWNER HAS PROVIDED COPY OF PROOF OF INSURANCE ____YES ___NO
OWNER HAS INCLUDED WSCC 248 AND ITS AGENTS INCLUDING FIVE RIVERS PROPERTY MANAGEMENT GROUP TO THE "SPECIAL OCCASION POLICY" ___YES _____NO

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS DOCUMENT I AM WAIVING CERTAIN SUBSTANTIAL LEGAL RIGHTS WHICH I, MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS MAY HAVE AGAINST THE RELEASEES.

PLEASE NOTE: If a tenant is renting the Amenity Room, the UNIT OWNER must sign and accept responsibility for the rental assuring that all rules and regulations are followed. Failure to seek UNIT OWNER approval will result in rental denial.

HOST OF PARTY

Print Name: _____

DATE: _____ SIGNATURE: _____

UNIT OWNER

Print Name: _____

Date: _____ SIGNATURE: _____

Approved by the Board of Directors on April 23, 2025

ALCOHOL POLICY
Wellington Standard Condominium Corporation No. 248

1. The Registered Owner is responsible for ensuring that all requirements under the Liquor License Act are strictly enforced.

2. The law states that alcohol may not be served to minors, or to an intoxicated person, nor may anyone be served to the point of intoxication.

3. When hosting an event where alcohol is served, the Host must have a Designated Driver Program in effect. This program is to ensure that drivers of motorized vehicles do not leave the event in an impaired state. The greatest risk of liability occurs when an impaired driver leaves an alcohol-related event.

4. The event host(s) is/are responsible for taking the necessary measures to prevent the possibility of impaired driving.

5. The host must provide an adequate supply of non-alcoholic beverages.

6. The owner renting the room, and the host of the function (if different from the owner renting the room) agree to indemnify and hold harmless WSCC 248, its Board of Directors, the Property Manager, and the property management company, from any and all claims arising from an impaired drive incident.

7. Management may request proof of insurance which includes a special occasion policy adding the Condominium and its agents as additional insureds on the policy, at least for the time surrounding the duration of this event.

I have read and am aware of the Alcohol Policy for the **Amenity Room** at WSCC 248.

Print Name and Unit Number: _____

DATE: _____ SIGNATURE: _____

Approved by the Board of Directors on April 23, 2025