## **SUMMIT PROPERTIES**

## **Training Centre Rental Terms**



- 1. Meeting spaces at Summit Properties are primarily for the provision of Summit programs and events. When not needed by Summit Properties, meeting rooms in the Summit Training Centre will be available for rent to third parties on a first come, first served basis.
- 2. Summit Properties supports the right of free expression by making available its Training Centre to individuals, groups and organizations whose programs are consistent with the intent of the Canadian Charter of Rights and Freedoms, the Ontario Human Rights Code and all other applicable laws and statutes.
- 3. All activities, programs or meetings conducted in the Training Centre are subject to the general rules and regulations of Summit Properties. Further, all renters agree not to contravene the Criminal Code of Canada and all other applicable laws and statutes during the course of their rental.
- 4. Permission to use the Summit Properties Training Centre will be denied to an organization and/or for a meeting when its purpose is illegal, conduct may interfere with the proper functioning of Summit Properties, or the activity does not have the sponsorship or presence of a legally responsible adult aged 18 years or older.
- 5. Use of Summit spaces does not imply endorsement by the Summit Properties of the organization or program content.
- 6. Summit Staff must have access to facilities at all times for the purpose of auditing or reviewing compliance with Summit policies and Terms and Conditions.
- 7. Private social or celebratory events must be booked in coordination with Summit staff and are subject to agreement and contractual obligations.
- 8. Individuals or groups renting Summit facilities are responsible for ensuring that the number of people in attendance does not exceed the maximum fire code limit posted in each room.
- 9. Renters are liable for any damage to Summit property, equipment or furnishings. Summit Properties is not responsible for damage, theft or loss of articles or property belonging to persons renting Summit rooms and/or to program attendees.
- 10. Summit staff will provide assistance for the usage of Summit equipment. Any additional equipment requirements are the responsibility of the renter, including connectivity of personal equipment to Summit equipment or technical assistance with personal equipment. If asked to provide technical assistance with renter's equipment, Summit Properties assumes no responsibility for the safety, security, damage or loss of files, information or data stored, or damage to a renter's personal device, and does not accept any liability for handling personal equipment.

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- 11. Summit Properties reserves the right to refuse an application and also cancel any reservation due to an emergency or if, in the opinion of Summit Properties, such a reservation is in violation of our Rental Policy. If Summit Properties cancels a reservation, the renter will receive a refund of all monies paid.
- 12. To avoid cancellation of the Training Centre bookings, payment is required no later than 7 business days prior to the date of the room reservation.
- 13. In the event of a rental cancellation by a renter, the full rental charge will be applicable if less than 2 business day notice has been given. Rescheduling a rental booking is available based on availability at no cost to the renter if 2 business days' notice is given or at the discretion of Summit Properties staff.
- 14. Training Centre rental rates are set by Summit Properties and are subject to change.
- 15. Summit Properties reserves the right to deny or cancel a booking when it reasonably believes:
  - a) use by an individual or group will be for a purpose that is likely to promote, or would 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, creed (relation), age, sex, gender identity, gender expression, marital status, family status, sexual orientation, disability, political affiliation, membership in a union or staff association, receipt of public assistance, level of literacy or any other similar factor;
  - b) use by an individual or group will be for a purpose or action that is contrary to the law or any of the Training Centre's policies or Safe Use Code, including violent, threatening, abusive, harassing, disruptive or intrusive language or conduct;
  - c) there is a misrepresentation, a likelihood of physical hazard to participants or audiences or a misuse of premises or equipment. Past misuse or non-payment of fees is sufficient grounds for denial of an application.
  - d) use by individuals, clubs, groups and organizations is intended to establish the Training Centre as a permanent location for their activities, including establishing offices in Summit meeting rooms;
  - e) use will include gaming or games of chance, including bingo and lotteries
- 16. Applicants who are denied permission to use these facilities may, upon written request, have the decision reviewed by Summit Properties' President, whose decision is final.

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- 17. All organizations which apply for use of the Training Centre facilities will be required to indemnify Summit Properties against all claims of any nature and kind and costs which may arise out of or by reason of the granting of the applications; and against damage, infringement of royalty right, A.S.C.A.P charges, public performances or speeches, together with any costs which may arise in connection therewith.
- 18. SOCAN fees will apply to groups using music during the duration of the room rental at Summit Properties. Music includes recordings, voice or instrument in both popular and classical categories. The renter is required to pay the necessary fees and provide proof of payment to Summit before the rental begins.
- 19. Renters agree to leave the room in a clean condition and to vacate the Training Centre at the time specified. Food and beverages are permitted in meeting room and renters are free to arrange catering or supply their group with food and non-alcoholic beverages. All food must be prepared off site and from a Public Health inspected premise. Outside coffee makers, food warmers, or heating appliances are not permitted.
- 20. It is the renter's responsibility to remove all catering supplies and food from the room at the end of the specified time. Extra cleaning costs will be incurred for groups for catering which remain beyond the specified end time or delay the closing of the Training Centre.
- 21. Access to meeting rooms is available Monday Friday from 8:00am to 5:00pm. For set up purposes, rooms are available one-half hour prior to the rental starting time. If extra set up time is required, additional costs may apply.
- 22. Publicity content should in no way imply that Summit Properties advocates or sponsors the event. The Summit's logo is not to be used without express written consent.

#### **ACKNOWLEDGEMENT & ACCEPTANCE**

I hereby acknowledge and accept the above terms for the rental of Summit Properties' Tra Centre.	
Name	Signature
Organization	 Date