**SPACE USE AGREEMENT**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (the “Landlord”), and, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (the “Resident”), agree to the conditions outlined below.

**This agreement** applies to the following space operated by the Landlord:

|  |  |
| --- | --- |
| **Name of development:** |  |
| **Address of development**: |  |

**The terms** of this agreement are as follows:

1. Resident activities shall be appropriate to the facility and comply with civil codes, criminal codes, building codes, fire codes, and by-laws.
2. The Landlord shall retain the right to use the facility. The Resident shall have first priority for the common area, on Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, between the hours of \_\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_.
3. Non-residents may attend the function in the common area provided they are guests of the authorized Resident, as set out in this Agreement.
4. The number of people in the common area shall not exceed the maximum allowable in accordance to fire or building codes.
5. There shall be no alcohol or illegal drugs on the premises.
6. There shall be no smoking on the premises.
7. The Resident shall not change any locks on any common area. Keys to common areas shall not be duplicated, and a key policy shall be established and enforced on a site specific basis, as approved by the Landlord.
8. The Resident shall provide responsible and adequate supervision and control noise and behaviour in and around the common area for all activities. The Resident will be in attendance during all activities.
9. Following each activity, the Resident is responsible to clean the space after their event. This includes sweeping the floors, leaving washrooms and kitchen clean, removing decorations, spot cleaning walls, removing garbage to a bulk container, and stacking and storing tables and chairs.
10. A nominal fee of $\_\_\_\_\_\_\_\_\_ shall be charged to rent the facility.
11. A nominal fee of $\_\_\_\_\_\_\_\_\_ shall be charged as a damage/cleaning deposit for use of the common area. If there are no damages or cleaning required, the deposit will be returned to the Resident.
12. The Resident shall provide proof of sufficient third party liability insurance ($2 million dollars minimum).
13. The Resident and non-resident guests agree not to hold the Landlord or any of its staff liable for any damages.
14. Any malfunctions, loss or damage of the Landlord’s furnishings, equipment or property occurring during on-site event must be reported immediately to the Landlord. Repairs and other maintenance will be arranged by the Landlord. The Landlord reserves the right to charge back any associated costs if it is deemed to be the fault of the Resident.
15. The terms of this agreement will apply to everyone who uses the common area for activities. The Resident will be responsible to ensure that everyone is aware of the terms and that the terms are adhered to at all times.
16. The Resident shall be responsible for securing the building and arming the alarm (if applicable) after all activities.
17. Further to the above, if the expressed terms and conditions of this Agreement have not been met, the Resident shall be considered in breach of this agreement, and the Landlord shall reserve the right to stop the activities in the common area.
18. This Agreement may be terminated without cause, in writing, by the Landlord due to operational considerations. The Landlord will provide a 30 day notice period in case of termination.

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|  |  |  |
| RESIDENT SIGNATURE |  | DATE |
|  |  |  |
| TELEPHONE NUMBER |  |  |

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|  |  |  |
| LANDLORD SIGNATURE |  | DATE |