

**SPACE RENTAL AGREEMENT****Between****Association of Registered Interior Designers of Ontario  
("ARIDO")****And**

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*Insert rental party above*  
**("Renter")**

The Renter shall rent space from ARIDO ("the ARIDO Space") under the terms and conditions of this Agreement and as detailed in the Meeting/Event Space Rental Application herein attached as Appendix A which shall form part of this Agreement ("the Application").

**PAYMENT AND DEPOSITS**Payment

The Renter agrees to pay to ARIDO the rental fee amount listed in the Application including any and all applicable taxes.

Booking Deposit

The Renter agrees to pay to ARIDO a deposit of fifteen percent (15%) of the total rental fee at the time of booking which can be made by either Credit Card or Cheque to tentatively hold the rental space for the desired date.

Security Deposit

The Renter shall be required to provide ARIDO with a Security Deposit in the amount of \$200. The Security Deposit is owed at the time of the booking of the event and will be refunded following the event and after an inspection of the space by ARIDO Management.

Damages

The Renter is responsible for any damages caused by its use of the ARIDO space during the course of the rental. Any damage to ARIDO property must be reported to ARIDO immediately.

If any damage occurs to the ARIDO property, ARIDO will use the security deposit to offset the cost of damage repair. If the cost of damage repair exceeds the full Security Deposit amount, the Renter shall be responsible to reimburse ARIDO for all costs associated with the repairs. Where no repairs are required, the security deposit will be applied to the final rental payment owed, if any, or returned to the Renter if no final payments are outstanding.

Payment

Unless full payment was already made to confirm a booking, full payment is due within 5 business days of booking the meeting or event.

Cancellation

In the event of a cancellation, the Renter must provide ARIDO with a minimum of forty-eight (48) hours notice. All cancellation requests must be submitted in writing to ARIDO Management. If sufficient written notice is not given within the forty-eight (48) hour deadline, the Renter forfeits their Booking Deposit.

## RENTAL FACILITIES

The parties agree that the following equipment, amenities, materials and services are provided by ARIDO and are included with space rental:

- Small Board Room including use of meeting boardroom Table and Chairs;
- Large Board Room including use of meeting boardroom Table and Chairs;
- Polycom use only
- Microphones: 1 handheld & 1 Lav;
- Access to shared servery complete with sink, Friday, coffee maker and kettle;
- Projection system with LCD TV Screens in small and large rooms and reception;
- Computer connection, wireless keyboard and mouse;
- Lounge furniture throughout reception area;
- Refrigerator and convection oven for catered events located within the space;
- Large whiteboard (removable wall);
- Limited supply of dishes, glasses, mugs and cutlery;
- Large coat closet;
- For larger events, reception desk may be used as a bar;

### *Items not included with space rental:*

- Tea and Beverage Service including soft drinks, juice, coffee and tea. Use of the ARIDO Teleconference Bridge
- No access to ARIDO equipment including computers, photocopier, fax machine, phones or postage machine.
- No access to back office or staff work stations.
- No furniture moving services.

The Renter acknowledges that it is responsible for arranging and paying the cost of all other equipment, catering, deliveries, services, supplies and other requirements for its event.

Delivery times for any catering needs must be pre-approved by ARIDO.

## THE RENTER'S OBLIGATIONS

The Renter acknowledges and agrees to the following:

- The Renter is solely responsible for the set-up of the ARIDO space for their event. Set-up for an event can start any time after 12 pm on the date of the event or as otherwise approved by ARIDO in the Application.
- Immediately following the event, the ARIDO space must be returned to its original state and layout by the Renter and it must remove all of the Renter's supplies, equipment and other materials from the ARIDO premises.
- No alterations are permitted to any of the areas of the ARIDO space, property, or walls. Nothing may be affixed to any walls, furniture or fixtures without prior written consent.
- The Renter's event cannot interfere with the day to day operations of either ARIDO or any of ARIDO's tenants.
- Under no circumstances can the maximum room capacity be exceeded in any of the ARIDO spaces. See Appendix B for Meeting Room Occupancies.
- The Renter agrees that the purpose for the rental of the ARIDO Space as described in the Application is the sole purpose for the rental and that the event shall not be held for any other purpose.
- No signage may be displayed or erected unless stipulated in the Application.

- Paints are not permitted within the ARIDO space. Any other art supplies or materials used in workshops may only be used in the ARIDO space as stipulated in the Application.
- All materials must be anti-flammable. No combustible items are permitted. ARIDO reserves the right to forbid any decorations or items. Any materials brought into the space by a renter must comply with all municipal regulations including but not limited to combustibility, toxic fumes, weight load restrictions, noise etc.
- The Renter shall advise ARIDO whether it intends to sell or distribute alcohol in conjunction with a booked event, before booking. Proof of receipt of an appropriate permit must be provided 5 business days before the event.
- Alcoholic beverages may only be served in accordance with the regulations of the Ontario Liquor Board and the Renter shall secure, at its expense, all licenses, permits, and authorizations required by any competent governmental body, and to provide ARIDO with proof of having secured same, if required.
- All decorations must be free-standing and nothing may be attached to any walls, doors or ceiling unless otherwise previously approved by ARIDO Management as outlined in the Application. Permitted decorations are listed in the Application and must be arranged and paid for by the Renter.
- Candles used for decoration by the Renter are prohibited at all times.
- Fires and fireworks, smoke/fog machines, stickers, sparkles, confetti and rice **are not** permitted on ARIDO premises.
- Smoking on ARIDO property is prohibited at all times.
- The Renter is responsible for the cost and supervision of the staffing of its event or meeting including but not limited to bartenders, servers, greeters and any other staffing needs as the event may require.
- ARIDO staff may have access to the ARIDO space, including any booked meetings rooms, at all times. ARIDO Management may attend any event being conducted by the Renter within the ARIDO space for the purpose of auditing or reviewing compliance with this agreement and the Rules and Regulations contained within them.
- All marketing materials for the Renter's event in the ARIDO space must be disclosed to and approved by ARIDO management prior to distribution or circulation.

## RENTAL HOURS

The office is available for rent during standard business hours being from 9 am to 5 pm. Any rental beyond these hours are not guaranteed.

## SAFETY AND SECURITY

For safety and security reasons, all exits, stairwells and security desks must remain accessible at all times.

Doors to the ARIDO space are unlocked during ARIDO's Office Hours from 9 am to 5 pm, Monday to Friday. The Renter should arrive to the premises during ARIDO's Office Hours to ensure that the doors are opened and available for staffing, guests and/or suppliers. ARIDO staff are not responsible for ensuring access to the premises after hours.

Unless otherwise stipulated in the Application, the base building security guard must be booked for all events taking place after office hours. The security guard will be booked by ARIDO, however, the renter will be responsible for the costs associated with booking the security guard.

## CONDUCT

The Renter agrees to abide by and ensure that its agents and employees abide by all applicable laws and regulations, and to conduct its affairs in strict conformity with the law and in such a manner as not to bring any disrepute to ARIDO.

The Renter and their guests must conduct themselves respectfully while on ARIDO property.

The Renter assumes full responsibility for the acts and conduct of all persons admitted to the ARIDO Premises during its meeting and event. Any individual during an event or meeting whom is found to be destructive and/or abusive to ARIDO property and/or ARIDO staff will be asked to leave the premises immediately by Security, ARIDO Management and/or policy if the renter does not remove the individual(s) immediately or if the individuals does not leave on their accord.

## INDEMNIFICATION

In the event that any services are interrupted or discontinued, including the provision of equipment, for any reason whatsoever, ARIDO agrees to use reasonable diligence to restore the same, but ARIDO shall not be liable to the Renter for any such interruption or discontinuance of any kind or for any damages or losses resulting there from (even if caused by the negligence of ARIDO or those for whom it is at law responsible).

ARIDO shall not be liable to the Renter for any death or injury arising from or out of any occurrence in, upon or relating to the rented space, or for any damage to property of the Renter or of others located in the rented space. Without limiting the generality of the foregoing, ARIDO shall not be liable for any death, injury, loss or damages of or to persons or property resulting from fire, explosion, steam, electricity, gas, water, sleet, snow, ice or leaks from any part of the rented space or from the pipes, sprinklers, appliances, plumbing works, roof, windows or subsurface of any floor or ceiling of the Building or from the lands or from the street or from any other place or by any other cause whatsoever.

The Renter shall indemnify, hold harmless and defend the Indemnities from and against any and all losses, claims, liability, damage, action, or expense (including, without limitation, costs and legal fees brought or suffered by any person) for injuries to persons or damage to or loss of property arising out of or relating to (i) Renter's use of ARIDO space, (ii) the conduct of the Renter's business, or from any activity, work or thing which may be permitted or suffered by the Renter in or about the ARIDO space, (iii) any breach or default in the performance of any obligation of the Renter under this Agreement (iv) any negligence or willful misconduct of the Renter or any of its agents, employees, contractors, invitees, attendees, patrons and guests, (v) the use of patent, trademarked or copyrighted materials, equipment, devices, processes or dramatic rights furnished to or used by the Renter, its exhibitors or other persons in connection with the Renter's use ARIDO space and (vi) the theft or misappropriation of any of ARIDO's property by the Renter, its exhibitors, agents, employees, contractors, invitees, attendees, patrons and guests, damage to its property placed in the custody and control of the Renter from any cause.

## FORCE MAJEURE

ARIDO and the Renter shall be excused from the performance of any obligation thereunder, with the exception of the payment of money, to the extent that such obligation is hindered or prevented by any strike, boycott, lockout, or other labour dispute, act of God, any riot, civil disturbance, or any act of terrorism, war or of the public enemy, any epidemic as identified by the Medical Office of health for the City of Toronto, any fire or theft, any present or future governmental law, ordinance, rule or regulation, or any other cause of contingency beyond the parties control. Without limiting the generality of the foregoing, if the rental space or any part of the ARIDO premises is destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence renders the ARIDO space unsafe or impracticable to use, then this Agreement shall be terminated and the Renter shall be entitled to a refund of the portion Rental fees and charges for support personnel and services, for the period during which ARIDO space is not usable for the purposes of the Event, provided, however, if any act or omission of the Renter, its agents, employees, contractors, invitees, attendees, patrons or guests has rendered the ARIDO space as unsafe or impracticable to use, the Renter shall be liable for all rental fees and charges hereunder in addition to such other damages as may result from such acts or omissions. The Renter hereby waives any claims for damages or compensation from ARIDO on account of such termination except as specifically provided.

## INSURANCE

The Renter shall provide proof of a Certificate of Commercial General Liability Insurance to ARIDO. The Certificate of Insurance would be issued with ARIDO and Condo Corporation TSCC 1978, as the additional insured with a minimum coverage of

\$2,000,000.00 per occurrence. The date of the event should be included on in the subject field of the certificate under Cross Liability.

Where alcohol will be served at an event on ARIDO property, the Renter would be required to also obtain a Liquor Liability Certificate of Insurance as additional insurance. This specific coverage provides protection when lawsuits are brought against individuals, organizations or companies who host single/ multi-day functions with alcohol service.

**NOISE POLICY**

In alignment with The Toy Loft Factory building and its management, the playing of music either by band, DJ, radio or other forms at special events held in conjunction with an event being held within the ARIDO space at an authorized event will cease by 10:00 P.M. the day of the event. Noise levels must be in compliance with any applicable laws in the City of Toronto.

**NO ASSIGNMENT**

The Renter shall not assign or transfer this contract, or sublet any or all of the ARIDO space being rented in whole or in part without prior written approval of ARIDO, which may refuse such an assignment or subletting at its discretion.

**SEVERABILITY**

Should any provision of the present agreement be held invalid, such invalidity should not affect the validity or operation of this contract." Or "Every provision of this Agreement is intended to be severable. Of all or any part of any term or provision hereof is illegal, invalid or unenforceable for any reason, such illegality, invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement.

**ONTARIO LAW**

This contract is governed by the laws of Ontario.

**INDEPENDENT LEGAL ADVICE**

The parties each acknowledge that they have had independent legal advice or the opportunity to obtain independent legal advice prior to signing this letter of agreement and that the terms of this letter of agreement are fair and reasonable and accurately reflect the parties' intentions.

Room Dimensions and Capacities					
Room	Room Dimensions	Reception	Classroom	Theatre	Boardroom
Small Meeting room	13'-3" x 19'-11"	N/A	N/A	N/A	12
Large Meeting Room	28'-9"	N/A	25	30	18
Small & Large Meeting Room plus Reception	13'-3" x 19'-11" 28'-9" 21'-4" x 32'-5"	120	30	40	37



**ARIDO:**

\_\_\_\_\_

*Insert name of Renter above*

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Representative Title: \_\_\_\_\_

Representative Title: \_\_\_\_\_

Representative Signature: \_\_\_\_\_

Representative herein confirms that they  
have the authority to bind ARIDO

Representative Signature: \_\_\_\_\_

Representative to confirm with their signature that  
they have the authority to bind the organization

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPENDIX "A"**

**Meeting/Event Space Rental Application**

(To be completed by the Renter and approved by ARIDO management)

<b>Name of Event:</b>	
<b>Renter's Event Contact:</b>	<b>Onsite Contact:</b>
<b>Event Contact Phone No.:</b>	<b>Event Contact Cell No. :</b>
<b>Date(s) and start time of Event:</b>	<b>Scheduled Duration of Event (including set-up time)</b>
<b>Brief description of Event:</b>	
<b>Space required:</b> <input type="checkbox"/> Small board room <input type="checkbox"/> Large board room <input type="checkbox"/> Small & Large Boardrooms <input type="checkbox"/> Reception & Boardrooms	
<b>Details on Space and set-up required:</b>	
<b>Set-up time requested:</b>	<b>Estimated Tear down time:</b>
<b>Estimate number of persons attending and/or participating:</b>	
<b>Will this be a catered event:</b> Yes ___ No ___ <i>(if yes, please provide Catering Company information and details)</i> Expected Delivery Time: Further Details:	
<b>Please provide details on decorations, if any (i.e. flowers, signage):</b>	
<b>Will you be selling and/or serving alcohol?</b> Yes ___ No ___ <i>(if yes, please provide copy of the liquor license and additional details)</i>	
<b>Other comments/information would be appreciated regarding the meeting/event:</b>	
<b>Insurance Coverage</b> Have you provided a copy of a Certificate of Commercial General Liability Insurance with your application?    Yes ___ No ___	

**2018 RENTAL RATES:**

Please circle below which package you are applying for. Rates effective January 1, 2018, excluding HST, are as follows:

	<b>Small Meeting Room</b>	<b>Large Meeting Room</b>	<b>Small &amp; Large Meeting Rooms</b>	<b>Small &amp; Large Meeting Room plus Reception area</b>
Half Day Rental (4 hrs morning or afternoon)	\$250	\$400	\$500	N/A
Full Day Rental (9am-5 pm)	\$500	\$800	\$1000	\$1200

ARIDO accepts payment by cheque, Visa and Master Card. A \$50.00 fee will be charged by ARIDO for all N.S.F. cheques.

The Renter acknowledges and agrees that tentative bookings cannot be guaranteed. If another potential Renter is prepared to make a definite commitment any time during the Renter's tentative booking, ARIDO reserves the right to contact the Renter and require that the Space Rental Agreement be signed and that full payment be received within twenty-four (24) hours to secure the space.

I understand that my application for meeting/event space is subject to the approval of ARIDO Management.

Package Amount: \_\_\_\_\_

HST: \_\_\_\_\_

Total Amount \_\_\_\_\_

**Payment Information**

Payment is enclosed as follows:

Cheque       Visa       Master Card

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

**Approvals by ARIDO Management only**

**Space booked:** \_\_\_\_\_

**Time:** \_\_\_\_\_

**Catering:** \_\_\_\_\_

**Décor:** \_\_\_\_\_