

# Markham Village Train Station Rental Contract

214 Main Street, Markham North, Markham, ON L3P 1Y5  
Phone: (905) 201 -1453

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When you (the "Lessee") enter into this agreement with the Markham Village Conservancy (the "Lessor") for the use of the Markham Village Train Station (the facility), you agree to the following:

1. To provide a security deposit of \$200.00 (cash or certified cheque), to be used by the Lessor in the event the Facility is not left in a clean condition, or in the event of damage or any missing equipment of the Lessor.
2. To vacate the Facility not later than thirty minutes after the expiry of the contracted time. Failure to vacate on time will result in additional charges to the Lessee. The charges for use beyond the stipulated period will be assessed at the rate of \$\_\_\_\_\_ per hour and are by way of a penalty and do not constitute permission to use.
3. To be responsible for the conduct and discipline of the Lessee's club, group, participants and invitees.
4. Not do or permit to be done, any act that shall or may be a nuisance, annoyance, inconvenience or damage to the Lessor or its members and persons lawfully using the premises. The Lessee and its invitees are restricted to the area leased with adjoining lobby, washrooms and entrance hallway only.
5. Not allow or permit the smoking of any type of tobacco products.
6. To assume all liabilities and costs for damages caused directly or indirectly by the Lessee or invitees while on or using the Facility.
7. That the Lessee has in effect public liability insurance of not less than \$2 million dollars which insures it against all perils during the use and occupation of the Facility and it has notified the insurer of this function. The Lessee agrees to provide a Certificate of Insurance with the Markham Village Conservancy and the Corporation of the City of Markham each separately named as co-insured parties.

**8.** That all functions granted an Alcohol and Gaming Commission of Ontario Special Occasion Permit carrying a liability insurance for the function (a minimum amount of \$1,000,000.00) with the Markham Village Conservancy and the Corporation of the City of Markham each separately named as co-insured parties' proof of insurance must be provided to the Lessor or it's designated a minimum of fourteen days prior to the date of the event.

**9.** That all Lessees granted an Alcohol and Gaming Commission of Ontario Special Occasion Permit sign the " Special Occasion Permit Holder Agreement" acknowledging their understanding of the guidelines for Special Occasion Permit Holders and the Alcohol Policy of the City of Markham.

**10.** To strictly adhere to all the rules and regulations of the Alcohol and Gaming Commission of Ontario.

**11.** To observe and follow all signs posted and obey all procedures and policies of the Lessor, and to comply with all requests or directions provided by the Lessor or its designate.

**12.** That this agreement is not transferable or assignable.

**13.** That the Lessor will not be held responsible for any failure in supplying the licensed Facility due to circumstances beyond the Lessor's control.

**14.** That the Lessor shall not be held liable or responsible for lost, stolen or damage materials before, during or after the rental. Any materials/articles dropped off prior to the function or left after the function must have prior approval from the Lessor or its designate.

**15.** That the premises are at the outset of this agreement in a perfect state of repair and condition and are clean and tidy.

**16.** That the area licensed is left in the same state and condition as obtained at the outset of the use period, including removal of all garbage and trash and with all decorations removed and no articles of the Lessee is left in the Facility.

**17.** That the use of confetti and rice is not permitted in or around the Facility. And that helium balloons are permitted, only if securely anchored. And that no decorations or posters may be-affixed to the walls or any part of the facility.

**18.** No tacks or scotch tape permitted on walls or wooden sliding window coverings.

**19.** To provide payments as indicated in the contract, otherwise the contract will be nullified and the Lessee's deposit forfeited. Any N.S.F cheques will be charged back to the Lessee with a \$30 administration fee.

**20.** That all payments by the Lessee be forfeited in the event of cancelation unless the area is re-leased a minimum of thirty days prior to the date of the cancelation. At that time, ninety per cent (90%) of the rental charges will be refunded. Any notice of cancelation must be in written form and submitted to the Lessor or its designate.

**21.** The Lessor reserves the right to cancel a lease or close any function for failure to observe any of the above conditions, regulations, or policies. The Lessor reserves the right to inspect the facility during the period of the rental agreement.

I have read both sides of this agreement and agree to be bound by the entire agreement.

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

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