

Facilities Rental Agreement

THIS AGREEMENT made this ____ day of _____, 20__

BETWEEN

Providence Care Center
(the "Organization")

And

[USER]
(the "User")

WHEREAS:

- A. The User is an Independent body wishing to rent meeting room space.
- B. The Organization has agreed to provide certain meeting room space within the Organization to the User under the terms of this Agreement as hereinafter provided:

THEREFORE in consideration of the covenants, terms and conditions contained herein, the Organization and User agree to the following:

1. **Rental** – The Organization will provide the User with the facilities, equipment and/or services during the period Month/Day/Year from _____ a.m. to _____ p.m. in Room _____ at the rate of _____ +HST. The User will use the facilities, equipment and/or services only for the purpose set out in the Agreement. The User will maintain the facilities and/or equipment in good working order throughout the time of the User access or use. The User event will not interfere with the orderly functioning of the hospital.

2. **Licenses** - The User hereby represent and warrant to us that the User have all approvals, permits, and consents necessary for the User to carry out the activity at the facilities and/or to use the equipment and agree that the User will at all times comply with all applicable federal, provincial, and municipal legislation and regulations.

3. **Payment** – The User will pay to the Organization the total amount set out in Schedule A, plus HST and other applicable taxes. Unless otherwise indicated in this Agreement, the Organization must receive full payment upon signing this Agreement prior to commencement of the User use of the facilities, equipment and/or services. All fees are non-refundable if cancellation of the event occurs 10 days before the event is scheduled.

4. **Cancellations**-The Organization accepts no responsibility for cancellations due to inclement weather, natural disasters or other acts of God. An event reservation, though confirmed, may be cancelled by the Organization due to unforeseen contagious/infectious outbreaks. A full refund will be made in such circumstances

5. **Indemnity** – The User will be solely responsible for, and will indemnify, defend and hold the Organization (including its board of governors, directors, officers, employees, faculty, agents, contractors and those for whom the Organization are responsible in law) harmless from, any damage, loss, expenses and other liabilities arising out of or relating to the use of the facilities, equipment and/or services, or a breach of this Agreement or applicable laws, by the User or any of the User directors, officers, employees, agents, associates, contractors, guests and any person for whom the User are responsible in law, including any injury or death, or damage or loss of property. The User will promptly notify us of such damage, loss, expense and other liabilities.

6. **Insurance** – The User will, at the User expense and for the purpose of supporting the User indemnification obligations under this Agreement, obtain and maintain with reputable insurers licensed in Ontario a comprehensive general liability insurance with a limit of not less than \$2,000,000 per occurrence for bodily injury and property damage or loss and extended to cover the acts and omissions of the User directors, officers, employees, agents, associates, contractors, guests and any person for whom the User are responsible in law. Such insurance must include coverage for premises and operations, broad form contractual liability, cross liability, contingent employers' liability, and broad form property damage liability. The minimum amount of insurance coverage required shall not be construed as a limit on the User obligation to indemnify us. The User will provide the Organization with written evidence of such insurance in the form of a certificate or other documentation acceptable to the Organization.

7. **Privacy** - Subject to consent, any personal information the User receives may only be used by authorized User staff, agents or guests to fulfill the purpose for which it was originally collected, or for a use consistent with that purpose unless expressly consented to otherwise.

8. **Personal Property** - All personal property of the User or guests placed in the rented premises, or in any other portion of the property on which the premises is located, shall be at the sole risk of the User or guests and the Organization shall in no event be liable for loss, deduction, theft, or damage to such property unless caused by or resulting from negligence of the Organization, or its employees.

9. **Use of Trademarks** – All trademarks, trade names, service marks, logos, designs and symbols of the Organization are owned by the Organization and any unauthorized use is strictly forbidden unless with our prior written consent, whose consent will be exercised at our sole discretion. Without limiting the generality of the foregoing, the name “Providence Care” or “Providence Care Hospital” must not appear in the heading of any of the User advertising or promotional materials unless for the sole purpose of way finding. Also, the Organization does not, and must not be perceived to be, sponsoring, endorsing or otherwise promoting or supporting the User activities, products or services.

10. **Force Majeure** – The Organization will use reasonable efforts to make the facilities, equipment and/or services available to the User during the times and dates set out in the Agreement. However, if there exists any causes beyond our reasonable control, including but not limited to acts of God, changes in the laws of Canada or our institutional policies, governmental restrictions, wars, fires, floods, storms, strikes (including illegal work stoppages, or slowdowns), lockouts, labour shortages and building system failures, the Organization may terminate this Agreement.

11. **Termination** – The User's access or use of the facilities, equipment and/or services will terminate upon expiry of the time set out in the Agreement. However, the Organization reserves the right to cancel the User reservation, or to terminate the User access to, or use of, the facilities, equipment and/or services immediately for cause (including but not limited to non-payment by the User of any amount due to the Organization, damage to any Organization facilities or equipment caused by the User, or a breach of another provision of this Agreement or of applicable laws by the User). If this Agreement is terminated with cause, the Organization will not refund any prepaid amount to the User. However, if the

Organization cancels or terminates this Agreement without cause (including but not limited to, events of force majeure), the Organization will refund any prepaid amount to the User, and such refund will be the User sole and exclusive remedy against the Organization for performance of its obligation under this Agreement.

12. **Entire Agreement** – This Agreement, including all Schedules, is the entire agreement between the Organization and User with respect to the use of the subject facilities, equipment and/or services for the times and dates specified, and will supersede any and all prior discussions, negotiations and agreements with respect to the same subject matter.

13. **Governing Laws** – This Agreement will be governed by the laws of Province of Ontario and the laws of Canada applicable therein, without reference to its conflict of law principles.

IN WITNESS WHEREOF the parties have hereunto executed this agreement as of the date first written above.

Providence Care

[USER]

Per: _____

Per: _____

Name: Cathy Szabo

Name:

Title: President and CE/O

Title:

Providence Care

[USER]

Per: _____

Per: _____

Name: Krista Wells Pearce

Name:

Title: Vice President, Planning and
Support Services

Title:

Schedule A

Guidelines, Conditions and/or Limitations for Rental Space:

- A \$100 refundable damage deposit is required to confirm the booking for Founders' Hall. Once it has been determined that damages have not been incurred, or additional cleaning is required, the deposit will be refunded.
- Room Capacity must be adhered to and cannot exceed the limit.
- Access Cards are available at the Security office, and must be returned the same day. A piece of collateral (e.g. license, credit card) must be provided to obtain the access card. A damaged, lost or stolen card is subject to a replacement fee.
- Providence Care Hospital (PCH) is a smoke free facility in accordance with the Smoke-Free Ontario Act. This includes smoking in parking lots, grounds, and in personal vehicles on hospital property.
- Paid parking is available at PCH at the posted rates (see website for map and rates). There are spaces designated for individuals with Accessibility permits issued by the Ministry of Transportation.
- Catering is restricted to PCH's on site food service provider Sodexo.
- All meeting attendees assume responsibility for the cleanliness of each room, and are responsible for their own supplies (e.g. markers, paper, batteries, VGA/HDMI cables, etc.)
- Approved temporary signage can only be displayed on stands; signage, posters etc. cannot be affixed to walls by any means.
- PCH promotes a scent-safe environment, scented products should not be worn, and scented items should not be brought in to the facility.

Contact Numbers: Providence Care Hospital 613-544-4900

- Reception ext. 51800
- Emergency ext. 4444
- Security ext. 72056
- Help Desk ext. 32550
- Facilities Management ext. 34948
- Finance Manager ext. 53481
- Sodexo Catering ext. 53036
- Planning Assistant ext. 53542