

USE OF THE CO-OP CENTRE POLICY

ON MOTION DULY MADE, SECONDED AND UNANIMOUSLY CARRIED, A POLICY REGARDING THE USE OF THE CO-OP CENTRE WAS ADOPTED BY THE BOARD OF DIRECTORS OF FORESTWOOD CO-OPERATIVE HOMES INC.

Date adopted by the Board of Directors: March 14th, 1991

Date amended by the Board of Directors: March 26th, 1998

Date confirmed by the Members: _____

1. PREAMBLE

The *Co-op Centre* (meeting space) is intended first and foremost for those activities which serve all of the members of the Co-op, and this intent is reflected in the priorities for its use.

2. PRIORITIES FOR USE:

The following activities are listed in descending order of priority:

- A. Meetings of the Board of Directors to conduct the Co-op's business and operation.
- B. Meetings of the General Members to carry out the Co-op's business and operation.
- C. Activities and celebrations of the General Members.
- D. Regular meetings of Co-op committees.
- E. Special activities and functions of Co-op committees.
- F. Informal gatherings of members which are not exclusive.
 - i. Adults
 - ii. Children with adequate adult supervision
- G. Individual members' private functions.
- H. Activities of other co-operatives or organizations with objectives similar to those of Forestwood Co-op.

3. TERMS AND CONDITIONS OF USE

- A. The member(s) signing the release, waiver, and indemnification agreement and the use agreement must be in attendance at all times
- B. The centre is not to be rented to private persons outside of Co-op members and tenants; however at the discretion of the Board of Directors, may be rented to members of other co-ops.
- C. Scheduling of use will be made through the *General Manager* or the Co-op Centre Committee, which will be accountable to the Board of Directors. The Board reserves the right to refuse any request for use of the premises which is considered to be inappropriate.

- D. All individuals and groups participating in activities in above do so on the understanding that the Co-op's property and environment are to be treated with respect at all times. It follows that users must be considerate of the comfort and convenience of residents of the buildings.
- E. Groups and individuals referred to in Priorities 2G and 2H will be required to pay a \$80.00 rental fee, pay a \$100 damage deposit and sign a Co-op Centre Rental Agreement and schedules. The deposit will be refunded only if the premises are left in the same condition of cleanliness and good repair in which they were found.
- F. Scheduling of use will made through the General Manager or the Co-op Centre Committee, which will be accountable to the Board of Directors. The Board reserves the right to refuse any request for use of the premises which is considered to be inappropriate.
- G. All individuals and groups participating in activities in above do so on the understanding that the Co-op's property and environment are to be treated with respect at all times. It follows that users must be considerate of the comfort and convenience of residents of the buildings.
- H. Groups and individuals referred to in Priorities 2G and 2H will be required to pay a \$80.00 rental fee, pay a \$100 damage deposit and sign a Co-Op Centre Rental Agreement and schedules. **The deposit will be refunded only if the premises are left in the same condition of cleanliness and good repair in which they were found.**
- I. All groups and individuals using the Co-op Centre are responsible for their guests and their actions.
- J. Visitors should be advised of the locations of Visitors' Parking and the Co-op's Parking Policy. Guests should be also be advised of other applicable policies and by-laws.

4. RULES OF CONDUCT

- A. Windows and doors to the centre will remain closed.
- B. No music may be played after 1 am. The facilities must be vacated by 2am.
- C. The maximum number of people in attendance will be in keeping with the Building code:
 - Space with non-fixed seats (moveable)..... 102 people
 - Space with non-fixed seats and tables (moveable) 81 people
 - Standing space..... 191 people
 - Dining, alcoholic beverage and cafeteria space 127 people
- D. Guests are restricted to the room being rented which includes the washroom facilities.
- E. No one shall congregate outside the entrances or exits of the building.

- F. Members must ensure that the co-op's parking policy is not violated. Cars parked illegally will be ticketed and/or towed.

4. VIOLATION OF THE POLICY

- A. If the user fails to abide by the by-laws, policies, and agreements, including the Parking Policy, Grievance Policy, etc:
 - (i) The Board of Directors may invite the responsible member/tenant to appear before them at a Board Meeting to explain why their rental privileges should not be revoked.
 - (ii) Designated representatives of the Board, at their sole discretion, in the event that they believe that there has been any breach of the conditions, including but not limited to injury, damage, or unruly behaviour occurring in the or around the Co-op Centre arising out of the use contemplated herein have the authority to terminate the Use Agreement without further notice to the User.
 - (iii) All infringements will be dealt with by the Board.

**FORESTWOOD CO-OPERATIVE HOMES INC.
RENTAL AGREEMENT**

BETWEEN: FORESTWOOD CO-OPERATIVE HOMES INC.
(hereinafter called the "Co-op")

AND _____
(hereinafter called the "Member")

WHEREAS the Co-operative has determined that the Co-op Centre may be used by individual members for private functions under certain conditions; and,

WHEREAS the above Member has requested permission for such use and agreed to the conditions set out hereinafter;

THEREFORE the Co-op and the Member agree as follows:

RENTAL FEE AND DEPOSIT

1. At the signing of this Agreement, the Member will provide the Co-op with a \$100 DEPOSIT IN THE FORM OF A CHEQUE PAYABLE TO THE CO-OP. THE DEPOSIT will be returned to the Member after a satisfactory inspection of the premises has been completed and the key has been returned to the Co-op.
2. A rental fee of \$ 80.00 is due and payable when the Co-op Centre Rental Agreement is signed.
3. ANY DAMAGES TO THE CO-OP CENTRE OR FURNISHINGS BY THE MEMBER, THE MEMBER'S FAMILY OR GUESTS WILL BE REPAIRED BY THE CO-OP, AND THE MEMBER WILL BE BILLED DIRECTLY FOR ANY EXPENSE THAT IS NOT RECOVERABLE FROM THE MEMBER'S DEPOSIT AND/OR INSURANCE.

LEGAL RESPONSIBILITIES

1. The Member agrees to observe the Regulations of the Fire Marshall which restrict the number of people present in the Co-op Centre at one time to:

The maximum number of people in attendance will be in keeping with the Building code:

- Space with non-fixed seats (moveable)..... 102 people
- Space with non-fixed seats and tables (moveable) 81 people
- Standing space..... 191 people
- Dining, alcoholic beverage and cafeteria space 127 people

2. The Member is responsible for the Co-op Centre from the time the key is issued until an inspection has been completed and the key is returned to the Co-op.
3. The Member will provide the Co-op evidence of liability and contents insurance;

4. Alcoholic beverages may not be served in the Co-op Centre to anyone under nineteen (19) years of age.
5. If liquor is to be SERVED at the function, the Member will provide the Co-op with a copy of the Special Occasion Permit before the keys will be issued.

MEMBER'S RESPONSIBILITY TO UPHOLD CO-OP

1. Members are required to advise their guests of the Vehicle Control Policy and any other policies and/or guidelines that may affect the Co-op property or the rights of other Co-op members in relation to this use of the Centre.
2. Children attending a function at the Co-op Centre must be supervised by a responsible adult at all times.
3. NOTHING SHOULD BE TAPED TO OR MOUNTED ON THE WALLS, BOOK CASES ETC.
3. The Member will remove all garbage accumulated during this function and have the Co-op Centre cleaned no later than 2:00 a.m.

INSPECTION AND REFUND PROCESS

1. The Co-op shall ensure the condition of the Co-op Centre is satisfactory when the keys are issued to the Member.
2. The Co-op shall inspect the Co-op Centre when the keys are returned to the Co-op.
3. The Member shall make arrangements with the CO-OP staff for a mutually agreeable time to inspect the Co-op Centre after use.
4. If the Member is not present at the agreed upon time of inspection, the cleaning staff will conduct the inspection.

SCHEDULES TO THIS AGREEMENT

- Schedule 1. *Release, Waiver & Indemnification Agreement*
- Schedule 2. *Rental Agreement*; and
- Schedule 3. *Co-op Centre Inspection Report*

attached hereto shall form part of this Agreement.

SIGNATURES

Agreed to and signed this _____ day of _____ 20__.

For the Co-op: _____

For the Member: _____

RELEASE, WAIVER AND INDEMNIFICATION AGREEMENT

To: Forestwood Co-operative Homes Inc.

From: _____

Re: Use of Forestwood Co-operative Homes Inc. Co-op Centre

In consideration of Forestwood Co-operative Homes Inc., (the Co-op) providing the use of its Co-op Centre at 1186 Forestwood Drive, Mississauga, Ontario.

I, _____ release the Co-op, its respective Directors, servants, agents or employees from any claim demands, damages, actions or causes of action arising out of or in consequence of any loss, injury or damage to any persons or property incurred while using the Co-op Centre notwithstanding threat of any loss, injury or damage that may have arisen by reason of the negligence of the Co-op, its Directors, servants, agents, or employees.

Furthermore, the undersigned hereby agrees to indemnify the Co-op, its Directors servants, agents, or employees from any claims or demand which might be against the Co-op, Directors, servants, agents, or employees arising out of or in consequence to the use of the said Co-op Community Room.

Signature of Member/Tenant

Witness

Date

**FORESTWOOD CO-OPERATIVE HOMES INC.
RENTAL AGREEMENT FOR
LARGE MEETING ROOM**

NAME		RENTAL DATE	
BLD/UNIT		RENTAL TIME	
HOME TEL		OCCASION	

I understand that:

- I am responsible for any damage or inappropriate behaviour of my guest(s), family member(s), and /or myself. Any damage costs above \$100.00 will be billed to me.
- I must not disturb the residents by playing loud music or shouting & that I must stop the music by 11:00 P.M on Mondays through Sundays as per City of Mississauga By-law 785-80 and 360-79 or succeeding municipal by-laws
- I must complete the removal of my personal belongings and the cleaning of the large room, kitchen (including fridge & stove where applicable), the entry ways, and bathroom(s). Cleanup of the facilities must commence by 11:00 p.m. and finish by midnight.
- If I do not completely clean the community centre, its hallway and the washroom the deposit will not be refunded.
- I must NOT tape or mount anything onto the walls, book cases, etc.
- That room rental means the party stays in the community center – outdoor partying is prohibited
- Guests must park on adjacent streets – not on Forestwood property

Agreed to on this ___ day of _____, 20___ Signed:_____.

PAYMENT DETAILS

ITEM	PRICE	AMOUNT RECEIVED
One day Room Rental	\$ 80.00	
Damage Deposit	\$ 100.00	

- Deposit returned
- Deposit NOT returned - REASON: _____

Co-op Signature: _____

CO-OP CENTRE INSPECTION REPORT

ITEM	O'K	DAMAGE	DESCRIPTION
<u>KITCHEN AREA:</u> 1. STOVE 2. FRIDGE 3. DISHWASHER 4. WINDOW 5. CUPBOARDS 6. SINK 7. FLOOR			
<u>MTG. ROOM AREA:</u> 1. CARPET 2. PARQUET FLOOR 3. WINDOWS 4. BLINDS 5. WALLS 6. BOOKSHELVES 7. CEILING 8. ENTRANCE DOORS 9. STORAGE DOORS 10. FIRE EXIT DOOR 11. VIDEO ROOM DOOR 12. TABLES 13. CHAIRS 14. GARBAGE BINS			
<u>HALLWAY AREA:</u> 1. CARPET 2. CLOSET DOORS 3. SML. MTG. ROOM DOORS 4. STORAGE ROOM DOORS 5. ELEC. ROOM DOORS 6. WASHROOM DOORS			
<u>WASHROOM AREA:</u> 1. APPLIANCES 2. FLOOR 3. WALLS 4. WINDOWS			

INSPECTED BY: _____

DATE AND TIME: _____