



Event Booking Terms and Conditions

License. Subject to the Renter's full compliance with the terms and conditions of this Agreement, the DWBIA grants to the Renter a license to use the volleyball courts known as Khan Courts, situated at 471 Ouellette Avenue, Windsor, Ontario ("**Khan Courts**") solely for the Event on the Event Date, as set forth in this Agreement. The Renter may use Khan Courts only for the Event on the Event Date and for no other purposes without the prior written consent of the DWBIA. The Renter does not have any leasehold interest in or rights to Khan Courts.

Payment and Agreement. A signed copy of this Agreement and the Deposit must be received by the DWBIA to reserve the Event Date and times, as set forth on the first page of this Agreement. The balance of the Rental Fee must be received by the DWBIA at least seventy-two (72) hours prior to the Event Date. If the Renter fails to pay the balance of the Rental Fee when due, then the Rental Fee will be subject to a late charge equal to \$25.00 per day past due. If the Renter fails to pay the balance of the Rental Fee and all late charges prior to the Event Date, then the Deposit will be surrendered and the Renter will have no further rights under this Agreement. Any payments must be made to the Downtown Windsor Business Improvement Association. If the Event is cancelled more than sixty (60) days before the Event Date, the Deposit will be refunded in full. If the Event is cancelled more than thirty (30) days before the Event Date, any Deposit will be refunded. If the Event is cancelled fifteen (15) to thirty (30) days before the Event Date, fifty (50%) percent of the Deposit will be refunded. No refunds will be given on any Deposit if the Event is cancelled less than fifteen (15) days before the Event Date.

Times. The Renter shall be granted access to Khan Courts to set up for the Event at the time indicated as the start time on the first page of this Agreement (the "**Start Time**"). The Event and all take down activities required to return Khan Courts to the condition they were in when delivered to the Renter shall occur prior to the end time on the first page of this Agreement (the "**End Time**"). Renter shall return Khan Courts to the DWBIA at the End Time in the condition they were at the Start Time.

Continued Access by DWBIA. The DWBIA shall retain the right to access Khan Courts at all days and times, including during the Event. The Renter shall not prevent or hinder or interfere with access to Khan Courts by the DWBIA, provided that the DWBIA will use reasonable efforts not to unreasonably interfere with the Event during such access.

Number of Occupants. The Final guest count must be submitted in writing to the DWBIA at least five (5) days prior to the Event. The number of occupants permitted at Khan Courts shall be governed by the Ontario Fire Code, as amended from time to time.

Rules; Condition. Except as otherwise expressly set forth in this Agreement, the DWBIA makes no representation or warranty, express or implied, regarding the condition or any other aspects of Khan Courts and the Renter acknowledges that it is accepting and using same in its "AS IS" condition. The Renter may decorate Khan Courts, provided that the Renter will ensure that no nails, screws, staples or penetrating items are used on the walls of any buildings adjacent to Khan Courts or any of the equipment provided by the DWBIA at Khan Courts. The Renter shall not cause any waste or damage to Khan Courts or its fixtures, furniture, furnishings or equipment. The Renter shall keep, and at the end of the Event surrender, Khan Courts in a state as good of a condition and repair as received at the Start Time on the Event Date. Any items brought into or onto Khan Courts by the Renter or its agents, employees, contractors or invitees must be removed immediately following the Event and prior to the End Time. The Renter shall be responsible for the repairs of any damage to Khan Courts caused by the acts or omissions of the Renter, its agents, employees, contractors or invitees. At the request of the Renter, the DWBIA shall provide an electrical hookup for use by the Renter. The Renter shall not permit any guests or invitees at the Event to access or use such electrical hookup. The Renter agrees to abide by any and all rules and regulations promulgated by the DWBIA with respect to the use of Khan Courts and the Event.

Garbage, recycling and refuse. The DWBIA does not provide garbage or recycling receptacles or removal services. The Renter shall provide all garbage and recycling receptacles and shall be responsible for cleanup of all garbage and recycling resulting from the Event at its own cost and expense and shall removal all garbage and recycling receptacles and, before the End Time, return Khan Courts to the same condition they were in immediately before the Start Time.

Portable Bathrooms. There are no bathrooms at Khan Courts. If the Renter is desirous of having portable bathrooms at Khan Courts to service the needs of attendees of the Event, the Renter shall rent same from a reputable company in the business of providing portable bathrooms, such rental to be in accordance with all applicable laws and regulations, and all requirements of the DWBIA with respect to same, including but not limited to the placement thereof upon Khan Courts. The Renter shall ensure such portable

bathrooms are removed from Khan Courts before the End Time. Any mess or damage at or to Khan Courts in connection with the use of portable bathrooms at the Event shall be the sole responsibility of the Renter.

Assignment. The Renter shall not assign or otherwise transfer this Agreement without the prior written consent of the DWBIA, which may be arbitrarily withheld at the DWBIA's sole and absolute discretion.

Supervision of Event. The Renter shall ensure there shall be an adult of at least eighteen (18) years of age overseeing the Event at all times.

Right to cancel. The DWBIA may terminate this Agreement at any time at its sole and absolute discretion. In the event that the termination of this Agreement by the DWBIA is not due to a default, act or omission of the Renter under this Agreement, then the DWBIA shall refund the Rental Fee or any portion thereof collected from the Renter. Upon termination of this Agreement by the DWBIA, this Agreement shall become null and void. If there shall be inclement weather, power failure or unforeseen circumstances beyond the control of the DWBIA, the DWBIA maintains the right to suspend, delay or cancel the Event, at its discretion. If Khan Courts are damaged by fire or other casualty prior to the Event Date and cannot be repaired to a condition suitable for the Event prior to the Event, the DWBIA will refund the Deposit and all other amounts paid by the Renter, in which case, this Agreement will terminate and be of no further force or effect and the DWBIA shall be fully released from any obligation to the Renter.

Fees Subject to Change. The DWBIA reserves the right to change the Rental Fee set out herein at any time, in its sole discretion.

Event Supplies. The Renter hereby acknowledges and agrees that the Renter is solely responsible for the supply of all supplies, including but not limited to seating, tables, garbage and recycling receptacles, drinks, food, ice, plates, cups, cutlery, napkins, extension cords, lighting in addition to that normally installed at Khan Courts, and alcohol required for the Event. Any excess supplies shall be removed by the Renter from Khan Courts prior to the end of the Take Down Time.

Licences and Permits. The Renter is solely responsible for obtaining any required permits for the Event, including, without limitation, a Special Occasion Permit from the Alcohol and Gaming Commission of Ontario. The Renter shall provide the DWBIA with copies of all required permits at least forty-eight (48) hours prior to the Event Date, and the Renter shall strictly comply with all terms and conditions of the Special Occasion Permit.

Alcohol. Any bartender or individual serving alcohol shall be "Smart Serve" certified. Alcoholic beverages will only be served to persons nineteen (19) years of age and older who can provide proper identification and in strict accordance with all applicable laws. Any person serving alcohol providing services will strictly adhere to the requirements of the Special Occasion Permit, a copy of which must be provided to the bartender(s) for display during the Event. The Renter shall ensure that any bartender or individual serving alcohol refuses to serve alcoholic beverage service to any guest of the Event who: (i) is underage; (ii) cannot provide proper identification, if requested; and (iii) appears, in the judgment of the bartender(s) or server(s), to be intoxicated. The Renter shall be responsible to manage all guests of the Event, to remove or properly address any person who becomes visibly intoxicated, and to make arrangement for such guest to leave the Event safely.

Fireworks. No fireworks or other inflammable or explosive materials or substances may be brought onto Khan Courts at any time.

No smoking. Smoking and vaping of any sort are strictly prohibited at Khan Courts, including but not limited to tobacco and marijuana products of any sort.

Insurance. The Renter shall, at its sole cost and expense, take out and maintain in full force and effect, any liability or other insurance required in connection with the Event. The Renter agrees to provide proof of insurance at least forty-eight (48) hours prior to the Event Date. The certificate of insurance must include the following: (i) full legal name of the insured; (ii) the DWBIA and 2441022 Ontario Ltd. as "additional insured"; commercial general liability coverage of at least Two Million Dollars (\$2,000,000.00) per occurrence, such coverage to include but not be limited to bodily injury including death, personal injury, property damage and contractual liability; (iii) cross-liability clause; (iv) the insurer's undertaking to provide at least thirty (30) days' notice of cancellation or material change; and (v) where applicable, alcohol or inflatables proof of additional insurance coverage. Failure to provide the required proof of insurance to the satisfaction of the DWBIA, at its sole discretion, shall be a default permitting the DWBIA to cancel the Event and terminate this Agreement with no liability to the Renter and in such case the Deposit and any other payments made to the DWBIA shall be forfeit as liquidated damages and may be retained by the DWBIA. Acceptance of a certificate of insurance which does not meet the within requirements or failure by the DWBIA to demand strict proof of compliance with this provision is not to be construed as a waiver of these insurance requirements.

Noise; Nuisance. The Renter shall at all times conduct the Event in a manner so as not to disturb or interfere with neighbouring properties, businesses or the public. The Renter shall be responsible for any and all penalty, cost and expense which may be incurred by the DWBIA and/or 2441022 Ontario Ltd. in the event of a breach of any municipal noise by-law and agrees to indemnify and hold harmless the DWBIA and 2441022 Ontario Ltd. in respect of same.

Not to Block Sidewalk or Street. The Renter agrees and agrees to cause each of its employees, agents, contractors and invitees to host the Event only within the boundaries of Khan Courts. The Renter agrees, on its behalf and on behalf of each of its employees, agents, contractors and invitees, that no furniture, equipment, signs, decorations or other items shall be placed on the public sidewalk, road, street, walkways, parking or property. All fire hydrants shall remain unobstructed at all times.

Compliances with Laws. The Renter agrees, and agrees to cause each of its employees, agents, contractors and invitees: (i) to comply with all applicable municipal, provincial and federal laws, rules, ordinances, procedures, policies, guidelines, and regulations; and (ii) to not conduct any illegal act within or upon Khan Courts. The Renter may not serve alcohol to minors, or allow alcohol to be sold to minors, at any time.

No Pets or Animals. The Renter agrees that no pets or animals, save and except service animals, shall be permitted at Khan Courts prior to, during or after the Event.

Default. The Renter hereby agrees to pay all costs, expenses and legal fees that may be incurred by the DWBIA as a result of the Renter's default of any of the terms of this Agreement.

Force Majeure. The DWBIA shall not be in default under this Agreement if it is prevented from performing any of its obligations under this Agreement by reason of any unavoidable delay, including strikes, lockouts, unavailability of materials, inclement weather, acts of God, pandemic, epidemic, national emergency, acts, orders, legislation, regulations or directives of any government or other public authorities, or any other cause beyond its reasonable care and control.

Indemnity. The Renter shall indemnify, defend and hold the DWBIA and its directors, officers, agents, employees and contractors harmless of and from any and all claims, demands, causes of action, expenses, costs, damages and liabilities incurred by the DWBIA or its directors, officers, agents, employees or contractors as a result of (a) the acts or omissions of the Renter or its employees, agents, contractors or invitees, (b) the use of Khan Courts by the Renter or its employees, agents, contractors or invitees, or (c) the breach of the Renter's obligations under this Agreement. Such indemnification shall survive the expiration or other termination of this Agreement.

Payment of Fees. The Renter is solely responsible for paying for all rental fees, costs and expenses or other outlays in connection with the Event, including but not limited to the Rental Fee, fees for any licenses or permits, security, supplies, portable bathrooms or staffing the Event.

Release. The Renter, on behalf of itself and its successors and assigns and anyone claiming through the Renter, waives any and all claims against the DWBIA and 2441022 Ontario Ltd. or any of their respective officers, directors, agents, employees or contractors, resulting from any occurrence in, at, or upon Khan Courts or resulting from the Renter's use of Khan Courts, including, but not limited to, such claims for damages resulting from: (i) any equipment within Khan Courts becoming out of repair; (ii) injury or damage done or occasioned by wind, water, flooding, freezing, fire, explosion, earthquake, excessive heat or cold, vandalism, riot or disorder or other casualty, including but not limited to personal injury or death; (iii) any defect in or failure of the equipment, electrical or wiring systems supplied by the DWBIA at Khan Courts; or (iv) damage to or loss by theft or otherwise of equipment or property of the Renter or others. The DWBIA and 2441022 Ontario Ltd. assume no responsibility whatsoever for any property, supplies or equipment of the Renter or the Renter's employees, agents, contractors or invitees placed in or utilized in connection with the Event. The DWBIA takes no responsibility for personal effects and possessions left at Khan Courts during or after the Event and is permitted to store, sell or dispose of any personal effects and possessions left at Khan Courts at its sole discretion, and may charge any and all cost and expense incurred by or on behalf of the DWBIA for storing, selling or disposing of same to the Renter. Nature of relationship (no employment relationship)

Limitation of Liability. The DWBIA shall have no liability to the Renter for punitive, consequential, incidental, special or other indirect damages of any kind. Notwithstanding anything to the contrary in this Agreement, the DWBIA's total liability to the Renter on any claims of any kind, including those based on negligence, breach of contract or warranty, for any loss or damage arising out of or connected with this Agreement or the performance or breach hereof, shall in no event exceed the amount of the Rental Fee paid to the DWBIA by the Renter.

Notices. Any notice, delivery, payment or tender of money or document(s) to the parties hereunder may be delivered personally or sent by prepaid registered or certified mail or prepaid courier to the address for such party as set out herein, and any such notice, delivery or payment so delivered or sent shall be deemed to have been given or made and received on delivery of same or on the third business day following the mailing of same, as the case may be. Each party may, by notice in writing to the others from time to time, designate an alternative address in Canada to which notices shall be addressed. The address for notice to the DWBIA shall be: 484 Pelissier Street, Windsor, Ontario N9A 4K9, Attention: Debi Croucher. The address for notice to the Renter shall be that provided on the first page of this Agreement.

Authority to Bind. The Renter represents and warrants that the execution, delivery and performance of this Agreement and the consummation of the transactions provided in this Agreement have been duly authorized by all necessary action and that the person executing this Agreement on its behalf has the full capacity to bind the Renter.

Governing Law. This Agreement and the rights and obligations of the parties under this Agreement are to be governed by and construed and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

Entire Agreement; Waiver. This Agreement contains the entire agreement between the parties regarding the subject matter hereof and supersedes any prior or contemporaneous agreements, oral or written, between the parties regarding such subject matter. This Agreement shall be amended only by a written instrument signed by both parties. Failure of the DWBIA to enforce any aspect of this Agreement shall not be deemed a waiver thereof.

No Interest; No Assignment. The Renter agrees that this Agreement is not a lease or easement and does not create or convey any interest in Khan Courts. The Renter shall not assign this Agreement or sublicense Khan Courts contrary to this Agreement.

Severability. If any section or part or parts of a section in this Agreement is or is held to be illegal or unenforceable, it or they shall be considered separate and severable from the Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall be binding on the DWBIA and the Renter as though such section or part or parts thereof had never been included in this Agreement .

Counterparts. This Agreement may be executed by the parties in separate counterparts, including counterparts by facsimile, electronically (PDF) or by scanning and email, each of which, when so executed and delivered, shall be deemed an original, and all such counterparts shall together constitute one and the same instrument.

The Renter and the DWBIA have made this Agreement effective as of the later date set forth below.

RENTER:

[INSERT NAME]

DWBIA:

DOWNTOWN WINDSOR BUSINESS IMPROVEMENT ASSOCIATION

Per: _____

Name:

If a corporation, title:

If a corporation: I have authority to bind the corporation.

Per: _____

Name:

Title:

I have authority to bind the association.