

## PERMIT RESPECTING THE LOUNGE

THIS AGREEMENT IS made as of the \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_.

BETWEEN:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(hereinafter called the "Owner or Owner's Agent")

- and -

Frontenac Condominium Corporation #11 (FCC11)

### DEFINITIONS:

**Owner:** The registered owner of the condominium unit.

**Owner's Agent:** The condominium unit's resident that has permission to sign for the owner.

**Premises:** Includes the Lounge, Washroom Facilities, Kitchen, Hallways and common areas between the Lounge and the Washroom Facilities, located at 165 Ontario Street in the City of Kingston, Ontario and specifically excludes the swimming pool, gymnasium and all equipment therein and terrace, which cannot be booked for exclusive use.

THE OWNER or OWNER'S AGENT AGREE(S) AND/OR  
ACKNOWLEDGES AS FOLLOWS:

1. This Permit is restricted to owners of units in FCC 11 or to a tenant who has obtained written permission of the owner of their unit that states that the owner is a joint and separate party with the tenant to this Permit.
2. The Owner agrees that all events will cease at 11:00 p.m. and that all guests will have departed the Premises by 11:30 P.M. The Owner acknowledges that noise levels, including music (live or recorded) must be kept under control so as not to disturb other residents of FCC11. The Owner shall be responsible for any violation of applicable noise by-laws, whether municipal or otherwise.
3. The Owner acknowledges and agrees that the Owner or Owner's Agent will be in attendance on the Premises at all times.
4. The Owner is responsible for any damage to the Premises, furniture and furnishings, etc., which may occur during the use of the Premises. The Owner further acknowledges that the Owner shall reimburse the FCC11 for damages caused to the Premises. The Owner or Owner's Agent is permitted to rearrange the furniture in the Premises, but must restore any moved furniture to its original location at the end of the Permit.
5. The Owner acknowledges that the Premises have been turned over from FCC11 in good condition and that the Owner agrees that the Premises will be turned back over to the FCC11 at the termination of this Permit in the same condition. The Owner agrees that the Premises must be free and clear of all equipment, food, garbage, etc. by no later than 10:00 A.M. on the morning following the function. In the event that the Premises are not free and clear of all equipment, food, garbage, etc. by 10:00 A.M. on the day following the event, the owner agrees that the FCC11 will permanently retain the cost of damages from the Damage Deposit paid by the Owner.
6. Without limiting the generality of the foregoing, the Owner agrees to assume responsibility for the conduct of the Owner's or Owner's Agent's guests. The Owner agrees to control access to the Premises. The Owner also agrees that the Owner will be held responsible for the conduct of all persons who enter

the Premises during the term of this Permit including those who may not have the Owner's consent.

7. The Owner also acknowledges and agrees that the access of the guests is restricted to the Premise for the duration of this Permit.
8. The Owner will ensure that all persons who use the Premises by virtue of this Permit will comply in all respects with the Condominium Act, and the FCC11's Declaration, By-laws and Rules, and specifically that smoking is not permitted on the premises, terrace and all common elements.
9. The Owner acknowledges and agrees that the Owner, or Owner's Agent, will ensure that the building entrance doors are kept locked for the duration of the Permit.
10. The Owner acknowledges and agrees that no alcoholic beverages will be sold on the Premises. The Owner acknowledges and agrees to abide by all requirements of the Ontario Liquor License Act. The Owner acknowledges and agrees that the Owner is responsible and liable for any and all breaches of the Ontario Liquor License Act that may result on the Premises during the duration of this License.
11. Without limiting the generality of the foregoing, if liquor is being served on the Premises, the Owner acknowledges and agrees that the Owner is fully responsible for all matters related to liquor consumed on the Premises. The FCC11 has no responsibility for such liquor consumption or for any other activities on the Premises during this Permit.
12. The Owner agrees to indemnify and save harmless FCC11 and its Directors, Officers and Agents from any and all losses, damages, costs, claims and action of any nature and kind which may arise out of, or result by any reason from the granting of, this Permit, or resulting from the Owner's use of the Premises pursuant to this Permit, or otherwise related in any way to activities on the Premise pursuant to this Permit.

13. The Owner agrees to pay the following amounts at least 72 hours in advance for the use of the Premises:
- i. Damage Deposit of \$300 from the unit owner per function, dated the date of the function and
  - ii. A non-refundable fee of \$50 to offset the Corporation's cost for additional steam cleaning of the carpet as needed.
14. The Owner acknowledges that the full Damage Deposit will only be refunded if there is NO DAMAGE to the Premises and NO BREACH OF THIS PERMIT.
15. In the event that there is damage and/or breach of this Permit on the part of the Owner, the Owner acknowledges and agrees that the Damage Deposit will be kept as partial compensation towards any damages and/or loss suffered. The FCC 11 reserves its rights to pursue all its options for further remedies for any BREACH OF THIS PERMIT.

Damage Deposit Cheque: \_\_\_\_\_ Received: \_\_\_\_\_  
Cheque No. Date

Non-refundable fee: \_\_\_\_\_ Received: \_\_\_\_\_  
Cheque No./Cash Date

Damage Deposit Cheque Returned: \_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

DURATION/TERM OF LICENSE

1. *Date of Function*

Date: \_\_\_\_\_ (Maximum 24 hours)

2. *Duration of Function*

From: \_\_\_\_\_ To: \_\_\_\_\_

IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR HAND AND SEAL

Signature of Owner or Agent of Owner(s):

\_\_\_\_\_  
Name

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

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

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

Signature for FCC11:

\_\_\_\_\_  
Per:

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

\_\_\_\_\_  
Per:

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