

INEZ KILLINGSWORTH MEETING PLACE APPLICATION / AGREEMENT

THIS AGREEMENT made in duplicate this _____ day of _____

BY AND BETWEEN: UNION MILES DEVELOPMENT CORPORATION, 9250 MILES PARK,
CLEVELAND, OHIO 44105
(hereinafter called the "Licensor")

AND

NAME (Please print) _____
SUITE No. _____, ADDRESS _____
(hereinafter called the "Licensee")

OF THE SECOND PART

WITNESSETH that in consideration of the covenants and agreement herein contained on the part of the Licensee, his heirs, executors and administrators to be observed and performed, the Licensor hereby agrees to permit the use of the Party Room and Adjacent Washrooms (hereinafter referred to as the "Premises").

DATE OF EVENT: _____

TIME OF EVENT: Start _____ A.M. / P.M. Finish _____ A.M. / P.M.

PURPOSE OF RENTAL: _____

NUMBER OF GUESTS: _____ ; **150 GUESTS MAXIMUM (including Caterers)**

THE LICENSEE HEREBY AGREES TO DEPOSIT AT LEAST 14 DAYS IN ADVANCE WITH THE LICENSOR:

1. **Booking/Damage/Deposit: \$50.00. Check payable to Union Miles Development Corporation**
 - (a) For non-compliance with rental agreement and/or condominium documentation and for damages to property. **If you book and cancel 48 hours before event, booking fee is Nonrefundable.**
 - (b) Refundable after satisfactory security inspection report submitted and all Licensee obligations hereunder are met.

2. **Fee (Use of Room):** **\$75.00 per hour** Union Miles resident(Non-refundable)
Payable to: Union Miles Development Corporation (Due 1
hour prior to event) **\$100.00 per hour for non-resident**

3. **Cleaning Fee:** **\$50.00 Payable to: Union Miles Development Corporation**
(Due at time of booking. This is refundable after space is
inspected, if not cleaned to UMDC standards, fee forfeited)

4. **Security Fee:** **Note: Mandatory if liquor is being served at location**

(a) Guard Rate: \$30.00 per hour per guard
(If applicable) **4 - hour total minimum charge, paid in advance (\$120.00)**
(2 officers minimum)

Coverage of number of guards will be determined by:

- (i) Number of guests:_____
- (ii) Type of party:_____
- (iii) Length of party:_____

(b) Total Number of Hours:
4 hours minimum charge @ \$30.00/hour = \$ _____
_____additional hours @ \$30.00/hour = \$ _____
 Total: \$ _____

Balance due to security, day of event

THE DEPOSIT DOES NOT LIMIT THE LICENSEE'S RESPONSIBILITY FOR THEFT, DAMAGES OR LOSSES TO THE TOTAL AMOUNT OF THE THEFT, DAMAGES OR LOSS.

IF THE CONDUCT OF THE ATTENDEES OF THE EVENT IS DISRUPTIVE IN ANY MANNER THE SECURITY GUARD or UMDC STAFF CAN / WILL TERMINATE THE EVENT UPON THEIR DISCRETION.

If there is damage done during your event, you will NOT get any deposits back, period.

"Property" means the units and common elements of Union Miles Development Corporation.

RULES AND REGULATIONS:

CORPORATION AND MANAGEMENT FUNCTIONS TAKE PRECEDENCE OVER ANY ADVANCED BOOKING AND THIS LEASE AGREEMENT IS SUBJECT TO CANCELLATION WITHIN A FOURTEEN (14) DAY PERIOD.

1. The term "licensee" in this agreement shall be defined as the registered owner of a unit in UMDC, spouse of such registered owner or a named tenant or sub-tenant of such owner, provided the unit is currently occupied as the principal residence of such owner, spouse, named tenant or sub-tenant. No person who is not a Licensee as so restrictively defined may enter into this licensing agreement, and any such agreement is void and of no effect. No one under the age of nineteen (21) years shall be permitted to reserve the Premises or enter into this agreement.
2. The function/event to be held shall be restricted to personal use only, and not for the use of any other outside organization or related activity, and the Licensee shall not permit any activities on the premises that conflict with any federal or provincial statute or municipal by-law or the Condominium Act, or the Declaration, By-laws and Rules and Regulation of the Licensor. The contemplated use of the premises must be fully disclosed as a condition of, and prior to the rental of the Party Room.
3. That the Licensee will ensure that all guests and visitors to the function will enter the common elements and leave the common elements by those entrances and exits as designated by the Licensor or its representatives. It is understood and agreed that prior to the function itself, such entrances and exits will be so designated to the Licensee and the security guard shall be instructed that only those entrances and exits shall be used. **For the purpose of this agreement, the entrance and exit will be the Main Lobby Entrance.**
4. Alcoholic beverages shall not be sold whether for profit or otherwise at any function. When alcoholic beverages are being served, minors under twenty one (21) years of age are only permitted in the premises when accompanied by an adult. The serving of alcohol shall be in accordance with all applicable laws, regulations and permits. The Licensee agrees to indemnify and save harmless the Corporation, its officers or employees, the Management Company, its employees and other agents of the Corporation as contracted from time to time, from any and all liability and from all claims and demands arising out of any alcohol related incidents.

5. The guests of the Licensee will have no access to other recreational facilities of the Licensor. The Licensee shall ensure that no person attending the function shall loiter in the hallways, stairwells, parking areas, or lobby of the Property and that the function must be contained in the Premises at all times. In the event that this covenant is breached, or where in the opinion of the Licensor or its representative, the Licensor cannot or will not control the behavior of his/her guests and the situation has deteriorated to an unsatisfactory level, then the security guard shall have the "**RIGHT TO TERMINATE**" the use of the Premises and the Premises must be forthwith vacated. The doors of the Premises leading to the common areas shall remain closed at all times during the function, except when people are arriving at the Property or leaving the Property.
6. **The Licensee shall remain on the premises at all times during the said function.** Prior to the function's commencement, the Licensee shall complete a take-over inspection with a representative of the Licensor. Any damage to the premises or any other part of the Property must be paid for in full by the Licensee. The Licensee shall be responsible for any damage of his own act or that of his guests. At the termination of the function, the Licensee shall complete a further inspection of the premises with a representative of the Licensor and the Licensee hereby authorizes the Licensor **to deduct from the security/damage deposit.** All costs associated with any new damage noted in the inspection report.
7. **Live bands, disc jockeys are permitted. Musical entertainment must end by 1:00 a.m. and the Premises must be vacated no later than 1:45 a.m. Upon vacating the Premises, the Licensee will ensure that all persons have left the Premises, and will confirm this fact to Security.**
8. Cigarette smoking, including personally smoking any substance of any kind, is strictly prohibited indoors, and it will be the responsibility of the Licensee to ensure that this is strictly adhered to by all attendees at the function.
9. The Licensor may hold back a penalty in the sum of Three Hundred Dollars (\$300.00) for a breach of the Rules and Regulations or any term of this agreement. Subject to said right of deduction as set out in Paragraphs 1 and 6 and the right to hold back the security deposit for breach of the Rules and Regulations, or a breach of a term of this agreement, the security deposit, after deduction, if any, shall be returned to the Licensee by Management Office within 3 to 4 weeks following the function.
10. Due to "Fire Regulations", the maximum number of persons allowed to be present in the Party Room at any one time or for any one event is limited to **200 PERSONS.**
11. **The Licensee shall be responsible for ensuring that all function accessories and decorations be removed from the room in preparation for cleaning immediately following the function. Inspection for damage will be carried out with Security and the Licensee immediately after the function.**

- 12. The Licensee, using the facilities and common element areas shall indemnify and save harmless the Corporation, its officers or employees, the Management Company, its employees and other agents of the Corporation as contracted from time to time, from any and all liability and from all claims and demands arising out of misuse of facilities, damage or injuries to person, or property from any cause whatsoever in or about or in any way connected with the property and defend, at the expenses of the person, persons or organization to whom any permit is issued, all suits which may be brought out against the Corporation, its officers or employees, the Management Company, its employees and other agents of the Corporation as contracted from time to time, in respect of any such claim or demand and pay all the judgements, fines or penalties that may be rendered against the Corporation, its officers or employees, the Management Company, its employees and other agents of the Corporation as contracted from time to time, on the account thereof.
- 13. This contract is cancellable fourteen (14) days prior to the booking and subject to repaying of all or part of the security deposit. If the booking is on a designated holiday, the cancellation must be made at least one month in advance of the booked date. Refunds of any monies paid hereunder shall be made to the Licensee.
- 14. The Licensor covenants and agrees with the Licensee to allow unhampered use of the Premises, unless such use becomes a nuisance to the other owners, residents, occupants of the condominium building, subject to the rights of representatives of the Licensor to attend the function from time to time to ensure that the covenants and conditions of this agreement are complied with.
- 15. It is agreed that there are no representations, conditions or agreements, expressed or implied affecting this agreement other than as set forth herein in writing.
- 16. The Licensee acknowledges that reasonable noise levels are to be maintained at all times.
- 17. Confetti, rice, beans, or similar matter is not permitted whatsoever.
- 18. The party holder and his/her guests are supposed to stay inside the Party Room at all times.
- 19. NO SMOKING!

This agreement shall constitute a bare license, personal to the owner, and shall not be assigned, either in whole or in part, to any other person. The Licensee acknowledges that he/she has read and understands all the rules and regulations, and agrees to comply with same in all respects of this agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and sign.

UNION MILES DEVELOPMENT CORP.
("Licensor")

(Licensee")

Per: _____
Authorized Signing Officer

Per: _____
Customer Signature

Telephone: 216.341.0757
Fax: 216.341.0226

Telephone: Res. _____
Cell. _____

PAYMENT RECEIVED

\$75.00 UNION MILES RESIDENT _____ hrs DATE RECEIVED: _____

\$100.00 FEE FOR ROOM _____ hrs DATE RECEIVED: _____
 (per hour)NON RESIDENT

\$ _____ SECURITY (if applicable) _____ hrs DATE RECEIVED: _____

\$50.00 CLEANING/MAINTENANCE DATE RECEIVED: _____

\$50.00 BOOKING FEE REFUNDABLE
 (not refundable if booking
 cancelled after documents are
 prepared or damage) DATE RECEIVED: _____

Management returned deposit check to customer on

_____ .

**Union Miles has 1 week after scheduled party to
return deposit to customer.**

Customer Signature: