

Terms & Conditions for Amenities and Elevator Reservations

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**For further information or if you have questions regarding Amenity Bookings,
please email Management at management@tscc2510.ca.**

Terms & Conditions for Amenities and Elevator Reservations

General Amenity Policies

1. For all amenities, Security will conduct an inspection will be conducted before and after use, and the resident booking the amenity will be required to attend the inspections and sign the inspection forms.
2. Only registered residents of either 12 or 14 York Street, 18 years old or older may book amenities.
3. The resident booking the amenity ("Resident") must submit valid Photo ID to Building Security before the amenity will be released for use.
4. Fee and Deposit amounts are subject to change without notice.
5. Bookings may only be changed or canceled two (2) days in advance of the booking. Failure to provide aforesaid notice may result in an administrative charge of fifty dollars (\$50).
6. If any issues arise during a booking, please contact Security, as follows:
 - **ICE 1 (12 York St.): (416) 607-5484**
 - **ICE 2 (14 York St.): (416) 607-6676**
7. Occupancy limits for each Amenity Room, per the booking, are to be followed. Over-occupancy may result in immediate cancellation of the in-process event.
8. Management and/or Security has the right to cancel amenity bookings at any time due to equipment failures, damage, unsafe conditions, or any other reason that will prevent the use of the Amenity. Notice of the booking cancellation will be provided to the Resident as soon as practicably possible and certified cheques/money orders or funds paid will be refunded or returned.
9. Smoking or vaping is prohibited in all areas of the condominium, including inside units and on balconies, and within the common elements (including amenities). No alcohol may **NOT** be served in Amenity spaces.
10. No pets are allowed in Amenity spaces, except service animals that are registered with management.
11. No outside furniture is permitted to be brought into any of the Corporation's Amenity Rooms.
12. Fee for some Amenity spaces vary because a Security guard is required to be present throughout the booking.
13. Access to any Outdoor Terraces from amenity spaces is not permitted.
14. If it is found that a non-Resident (a person who is not an owner and does not live in the building) books an amenity space, access to the building will be denied and any fees paid will not be refunded.
15. Amenities cannot be used for direct commercial purposes or personal financial gain.

Terms & Conditions for Amenities and Elevator Reservations

Preliminary Agreement

Only a registered Resident (“Resident”) may book or reserve amenity spaces within TSCC 2510/ICE Condominiums. By using reserved amenities or reserving elevators, the Resident or Owner reserving the amenities agrees to indemnify TSCC 2510 of any costs incurred because of the use of those amenities (for example, but not limited to, costs related to cleaning, replacing items broken during use, repairing damages caused during use, and charges as defined elsewhere in this document). All such costs will be recoverable in the same manner as common expenses may be recovered through a direct charge to the credit card provided during booking, or through other methods as available to TSCC 2510. Further, when booking and reserving amenities, the Resident agrees to conduct a “pre-inspection” before use, as well as a “post-inspection” after use of the amenity with an authorized representative of ICE Condominiums/TSCC 2510. These inspection forms must be signed/dated by the Resident. Failure to comply with any of the procedures contained herein may result in the Resident being prohibited to use the amenity, even if reserved (funds will be refunded). As part of the booking, a Resident will be required to leave Photo ID with the Corporation until after the post-inspection has been completed.

By agreeing to these terms and conditions (by using the amenities or elevators) the person reserving acknowledges that TSCC 2510 does not need to prove specific damages were caused by the party reserving the amenities. Please perform a complete inspection before using the amenity or elevator. TSCC 2510 reserves all rights specified in its Declaration and By-laws.

In consideration of Toronto Standard Condominium Corporation No. 2510 (“TSCC 2510”) permitting me, my minor child(ren), my guardianee and/or my guests to access and use certain amenities located on the common elements of TSCC 2510 (the “Amenities”), I hereby acknowledge and agree as follows, on behalf of myself, my minor child(ren), and / or my guardianee for whom I have the capacity to contract:

- a. **ACKNOWLEDGMENT AND ASSUMPTION OF RISK:** I am aware that entry and use of the Amenities may involve risks and dangers that could cause serious personal injury or death, and loss of or damage to personal property. Notwithstanding the risks, which I readily acknowledge, I hereby willingly choose to enter and use the Amenities.
- b. **WAIVER OF LAWSUIT / LIABILITY:** By booking an Amenity within TSCC 2510 using the booking system, I hereby RELEASE, WAIVE, DISCHARGE, HOLD HARMLESS AND COVENANT NOT TO SUE, (on behalf of myself, my minor child(ren), and/or my guardianee(s) for whom I have the capacity to contract), TSCC 2510, and its current or former respective officers, directors, trustees, affiliates, property managers, agents, employees, independent contractors, consultants, advisors, vendors, volunteers, licensees and assignees (collectively “Releasees” and each a “Releasee”) from any and all liability which might occur as a result of me, my minor child(ren), and/or my guardianee(s) attending the Amenities. I understand and agree that this release means that I give up my right (on behalf of myself, my minor child(ren), and/or my guardianee(s) for whom I have the capacity to contract) to bring any claims, including claims for personal injuries, death, disease, property loss, or any other losses, even if based on the negligence (active or passive) of TSCC 2510, and its current or former respective officers, directors, trustees, affiliates, property managers, agents, employees, independent contractors, consultants, advisors, vendors, volunteers, licensees, and assignees. I understand and agree that this Waiver includes any claims based on the negligence of TSCC 2510 and the Releasees.

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- c. **INDEMNIFICATION:** By booking an Amenity within TSCC 2510 using the booking system, I hereby AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS (on behalf of myself, my minor child(ren), and/or my guardianee(s) for whom I have the capacity to contract) the Releasees from and against any and all claims, demands, suits, judgments, losses, expenses, damage, liability and/or responsibility, including, without limitation, reasonable lawyers' fees and costs, arising from or out of, or relating to, directly or indirectly, me, my minor child(ren), and/or my guardianee(s) attending the Amenities, to the maximum extent permitted by applicable law. I understand and agree that the obligation to DEFEND, INDEMNIFY, AND HOLD HARMLESS the Releasees applies to any and all claims of third parties.

I have carefully read and voluntarily agree to the terms of the terms & conditions contained herein. I represent that I have the authority to do so on behalf of myself, my minor child(ren), and/or guardianee(s).

I am aware that by agreeing to the terms of the terms & conditions contained herein, I may be giving up valuable legal rights, on behalf of myself, my minor child(ren), and/or guardianee(s), including the right to sue, the right to a jury trial, and the right to recover damages from TSCC 2510 and the releasees resulting from attending the amenities.

Terms & Conditions for Amenities and Elevator Reservations

Elevators

To avoid difficulties, the following rules must be carefully adhered to every time that a move or delivery is taking place.

- Booking Hours of Operation are from 9:00AM to 5:00PM & 10:00PM to 12:00AM.
- There will be a 15-minute gap between bookings to allow for inspections.
- Despite having two (2) moving elevators (one per building), only one elevator booking is allowed per time slot due to there being a shared loading dock.
- Moves and/or deliveries are not permitted on weekends, Statutory Holidays, or Observed Civic or Municipal Holidays.
- I agree that move-ins or move-outs may be made only by appointment with the condominium property management staff or authorized representative of TSCC 2510 in advance before the required time. Please keep in mind that it is extremely important that you arrange an elevator booking with the management office well in advance of your move to ensure the ideal time slot for you is available.
- It is understood and agreed that the moving times must be adhered to strictly and that any use over my allotted 2-hour time may be charged an administration fee of \$50.
- Resident shall be for costs related to damage.
- Resident shall be charged-back (collectible in the same manner as common expenses) for the full cost of all repairs to any damage and/or cleaning which may occur because of the use of the elevator by me or my agents. The Resident shall accept the cost of repairs as assessed by Management.
- All empty boxes, moving cartons, furniture, large items, etc., are to be dismantled and removed immediately from the building corridors and ONLY taken to the bins in the rear alleyway of the building for proper disposal. The building's cleaners are not responsible to discard empty cartons/boxes and taking them to the bins in the rear alleyway of the building. The Resident shall be responsible for any costs related to improper disposal of renovation, waste, recycling materials, boxes, or other debris left in common areas and/or damage made to any common areas during the booking and found when conducting the post-use inspection.
- Blockage of corridors by improperly leaving items in the elevator lobby areas is prohibited, and the Resident may be charged back if any items are left unattended.
- The Corporation and/or its authorized agent(s) will not be held liable for any costs pertaining to a delay, if any, in my receiving the elevator as booked above, especially due to service outages, emergencies, and other unforeseen circumstances.

Terms & Conditions for Amenities and Elevator Reservations

Media Rooms

- The Resident who reserved a Media Room must be present during the event.
- Guests are to be escorted to and from the Media Room by residents.
- The Resident is responsible for the behaviour and conduct of their guests at all times.
- All entrance and exit doors must be closed while the Media Room is in use and guests are restricted to the Room and washroom areas. Guests must stay in the Room only and will not be allowed in the other amenities and common areas.
- Any complaints regarding noises or unacceptable conduct must be remedied immediately. ICE Condominiums Security reserves the right to immediately cancel the in-process booking if noise or unacceptable conduct becomes excessive as determined solely by Security, management, or the Board of Directors, at their sole discretion. Complaints may result in the Corporation exercising its right to enforce, which may result in costs being charged-back to the unit.
- If guests have not vacated the Room by the end of the allotted booking time, an administrative charge of \$50 may apply.
- Guests shall be responsible to remove all personal items from the Media Room. TSCC 2510, its employees, and the Corporation's Security will not be held liable for loss, theft, damage, or destruction of any personal property of the residents or guests.
- No food or drinks are allowed in the Media Rooms. If residents are found with food or drinks in the Room, cleaning charges will apply, which will be collectible in the same manner as common expenses, and Security and/or Management, at their sole discretion, may immediately cancel the in-process booking.
- Decorations are not to be attached to any part of the Media Room walls. Any damage because decorations were installed will be charged back to the Resident. The use of confetti or rice is not permitted.
- The Resident is responsible for gathering loose garbage and leaving the Media Rooms in a presentable state. Failure to do so may necessitate additional charges charged back to the Resident to cover cleaning and disposal costs.
- If damage occurs during the booking or items within the Room are missing/broken, the post-use inspection will determine the damage and an assessment of the costs involved will be determined and the applicable fees will be charged to the Resident.

Terms & Conditions for Amenities and Elevator Reservations

Meeting Rooms

- The Resident who reserved the Room must be present during the event.
- Guests are to be escorted to and from the Meeting Room by residents.
- The Resident is responsible for the behaviour and conduct of their guests during the event.
- All entrance and exit doors must be closed while the Room is in use and guests are restricted to using ONLY the Room and washroom areas in either ICE 1 (12 York St.) or ICE 2 (14 York St.). Guests will not be allowed to visit other amenities.
- Any complaints regarding noises or unacceptable conduct must be remedied immediately. ICE Condominiums Security reserves the right to immediately cancel the in-process booking if noise or unacceptable conduct becomes excessive as determined solely by Security, management, or the Board of Directors, at their sole discretion. Complaints may result in the Corporation exercising its right to enforce, which may result in costs being charged-back to the unit.
- If guests have not vacated the Room by the end of the allotted booking time, an administrative charge of \$50 may apply.
- Guests shall be responsible for all personal items left in the Meeting Rooms. TSCC 2510 and Blackbird Security will not be held liable for loss, theft, damage, or destruction of any personal property of the residents or guests.
- No food or drinks are allowed in Media Rooms. If residents are found with food or drinks in the Room, cleaning charges will apply, which will be collectible in the same manner as common expenses, and Security and/or Management, at their sole discretion, may immediately cancel the in-process booking.
- Video consoles (PlayStation, Wii, Laptops or USB) connections are not allowed, and live entertainment is prohibited.
- No animals are permitted in Meeting Rooms, except for registered service dogs.
- Decorations are not to be attached to any part of the Room walls. Any damage because decorations were installed will be charged back to the Resident. The use of confetti or rice is not permitted.
- The Resident is responsible for gathering loose garbage and leaving the Room in a presentable state. Failure to do so may necessitate additional charges charged back to the Resident to cover cleaning and disposal costs.
- If damage occurs during the booking or items within the Room are missing/broken, the post-use inspection will determine the damage and an assessment of the costs involved will be determined and the applicable fees will be charged to the Resident.

Terms & Conditions for Amenities and Elevator Reservations

Party Rooms

- The Resident who reserved the Room must be present during the event.
- Guests are to be escorted to and from the Meeting Room by residents.
- The Resident is responsible for the behaviour and conduct of their guests during the event.
- All entrance and exit doors must be closed while the Room is in use and guests are restricted to using ONLY the Room and washroom areas in either ICE 1 (12 York St.) or ICE 2 (14 York St.). Guests will not be allowed to visit other amenities.
- Any complaints regarding noises or unacceptable conduct must be remedied immediately. ICE Condominiums Security reserves the right to immediately cancel the in-process booking if noise or unacceptable conduct becomes excessive as determined solely by Security, management, or the Board of Directors, at their sole discretion. Complaints may result in the Corporation exercising its right to enforce, which may result in costs being charged-back to the unit.
- If guests have not vacated the Room by the end of the allotted booking time, an administrative charge of \$50 may apply.
- Guests shall be responsible for all personal items left in the Meeting Rooms. TSCC 2510 and Blackbird Security will not be held liable for loss, theft, damage, or destruction of any personal property of the residents or guests.
- The Resident shall provide a Guest List to Security and/or Management no later than two days prior to the booking.
- The Resident must arrange to greet their guests at the appropriate entrance and direct them to the Room. At no time may any doors be left propped open to accommodate entry.
- No animals are permitted in the Bar or Party Room with Kitchen areas, except for registered service dogs.
- Decorations are not to be attached to any part of the Room walls. Any damage because decorations were installed will be charged back to the Resident. The use of confetti or rice is not permitted.
- The Resident is responsible for gathering loose garbage and leaving the Room in a presentable state. Failure to do so may necessitate additional charges charged back to the Resident to cover cleaning and disposal costs.
- If damage occurs during the booking or items within the Room are missing/broken, the post-use inspection will determine the damage and an assessment of the costs involved will be determined and the applicable fees will be charged to the Resident.
- Resident agrees to allow security supervision of the event.
- To maintain the cleanliness of the building, eating, and drinking are restricted to the Bar or Party Room with Kitchen and Kitchen areas only and are not permitted in the hallways, elevators, stairwells, or other common areas.