

Plast Huculak Center

Space Use Agreement

Terms & Conditions

1. A refundable, separate security deposit may be requested to protect Plast against damage, and to ensure that the conditions of this agreement have been fulfilled. If requested, this security deposit is to be paid on or before the date of the event(s).
2. The full rental fee due, less the non-refundable deposit described in (2) above, shall be payable to Plast upon receipt of invoice from Plast. (HST Number: #10784 8566 RT0001) *Cheques should be made payable to: Plast Toronto Branch. Send E-transfers to: toronto.stanycia@plastcanada.ca*
3. The Occupant may cancel or amend any booking provided Plast is informed no less than 48 hours before the start time as outlined in (1) above. In the case that an occupant informs Plast less than 48 hours before said start time, Plast reserves the right to charge the Occupant at their discretion an amount no more than the cost of a single booking.
4. Plast reserves the right to cancel or alter any booking at any time, with or without cause. Plast does not guarantee an alternative booking when exercising this right. Fees for altered or cancelled bookings will be waived, refunded or applied as credit for future bookings, as agreed upon with Occupant.
5. Plast is not responsible and shall not be liable for any costs for failing to supply the facility for the Occupant's activity due to circumstances beyond its control (for example: severe weather, hydro failure, etc.).
6. The Occupant shall immediately give written notice to Plast of any substantial damage that occurs to the Premises from any cause. With the exception of reasonable wear and tear and damage by fire, lightning and storm, repairs to damage caused by the Occupant, will be deducted from security deposit, or charged to the Occupant accordingly.
7. Plast shall provide to Occupant all keys, access control codes, and other items necessary to give Occupant such access.
8. Occupant shall tender to Plast all keys and other access control devices in his/her possession, within 24 hours of the rental period's expiration.
9. In the event that Occupant fails to pay the balance due within the time period agreed upon in this contract, interest shall accrue upon the unpaid balance at the rate of 2.5% per month until it is paid. Occupant shall also be liable to owner for any legal fees, court costs, and other expenses associated with collection.

10. The Occupant agrees that reservation changes and amendments related to this order will not affect the other terms and conditions of this order, except as to allow additional related charges. All monies are non-refundable except the security deposit.
11. Promotions will clearly represent the name of The Occupant, distinguish between the occupant/event name and location of the event, and be publicized only after receipt of down-payment and the signing of this contract.
12. The location of the event shall be listed as "Plast Huculak Centre" ("Пластова Домівка ім. Гуцуляків") on any promotional material distributed by The Occupant. The Plast telephone number may not be used on any publicity.
13. The Occupant agrees to perform the following maintenance tasks. Set up, strike and cleanup is the renter's responsibility, and is **to be completed during reservation times**:
 - Set up and put away tables and chairs and/or any equipment borrowed as part of this agreement;
 - Leave areas used in same condition as found;
 - If kitchen is used, clean sinks, counters, stoves, etc.;
 - Remove all personal property, excess trash, and other items that were not present in the venue when Occupant took control of it;
 - Close all windows, turn off all air conditioners and Hepa Filters, turn off lights;
 - If last to leave the building, turn off all lights in common areas and ensure all 4 entrance doors are locked and closed.
14. No storage space is provided by this Agreement. Clean-up and disposal charges will be levied in accordance with related costs and an additional penalty equal to these costs.
15. There is absolutely no smoking/vaping permitted in the building or near exits/entrances, and no gaming (i.e. no lotteries, raffles, bingos, etc.) is permitted at Plast.
16. No food or beverages are allowed in the Auditorium or Gymnasium (except water).
17. **There is absolutely NO TAPE to be used on the Gymnasium floor.** Tape is not to be used on **any other floors** without prior permission. Any tape that is laid down with permission **MUST** be removed at the end of each use/booking. Clean-up charges will be levied in accordance with related costs and an additional penalty equal to these costs for any non compliance.
18. Alcoholic beverages are permitted (for selected spaces) only upon presentation and posting of a valid liquor license and following payment to Plast of a negotiated surcharge in advance of the event.
19. Measured noise levels shall not exceed 100 decibels in the Auditorium or 80 decibels in other rooms.
20. The pianos and other equipment are not to be used without permission or prior arrangement. **DUE TO COVID-19 WE RECOMMEND STERILIZING PIANOS or OTHER EQUIPMENT AFTER EACH USE.**
21. Other facility and office services (e.g. fax, phone, message-taking, special lighting, sound, staging, piano tuning, set-up, strike or security) are not included in this agreement.

22. If a set or special furniture or equipment is being used, it should not in any way interfere with future use of the space. No structural changes to the space are permitted.
23. Drones inside Plast Huculak Centre are not allowed.
24. Parking: parking is available on the South and East side of the building and limited spots on the north-east side. NO PARKING is permitted in the circular driveway off The Kingsway with the exception of two accessible spots and limited spots next to the North-East entrance. NO OVERNIGHT PARKING is permitted. Plast reserves the right to levy penalties for overnight parking and have unauthorized vehicles towed at owner's expense.
25. The Occupant acknowledges that Plast Huculak Centre does not carry SOCAN global royalties and that all royalties due to SOCAN members are payable by the user groups as required.

Music Creator & Publisher 1-866-307-6226 members@socan.ca
Members Music Licensees 1-866-944-6223 licence@socan.ca

26. Plast shall be saved harmless of all liability associated with the use, promotion, scheduling, or availability of space. This agreement is at the exclusive risk of The Occupant who shall hereby agree to attain, and upon request, provide evidence of appropriate liability coverage and all-purpose insurance, also naming Plast as an additional insured.
27. Neither Plast nor its members, directors, officers, employees, contractors, or agents shall be liable for any personal injury to or death of the Occupant or any officer, member, invitee or licensee of the applicant organization attending the activity or for any loss of or damage to any property belonging to or in the possession of the applicant organization or any officer, member, invitee, or licensee of the Occupant attending the activity.
28. The Occupant will at all times indemnify and save harmless Plast and its members, directors, officers, employees, contractors, and agents from and against all manner of actions, causes of action, loss, cost, charges, damages, expenses, liabilities, claims and demands whatsoever whether relating to the injury or death of any person or damage to the property of any person which Plast or its members, directors, officers, employees, contractors, and agents may, at any time, sustain, incur, or be liable for by reason of or resulting from or arising out of or in any way attributable to the use and occupation of Plast's premises.
29. Occupant will be liable for any physical damages, legal actions, and/or loss of reputation or business opportunities that Plast may incur as a consequence of the actions of Occupant or any of Occupant's guests while Occupant is in control of the venue, and shall indemnify and hold harmless Plast against any and all legal actions which may arise from Occupant's use of the venue.
30. Any disputes arising under this contract shall be adjudicated in Plast's local jurisdiction.

Last Updated: August 2023

Subject to change