

Workers' Justice Centre Room Bookings

Terms and Conditions

The Contracting Party's booking and use of the meeting rooms are on the following terms and conditions:

Liability and Indemnification

1. The Workers' Justice Centre and the Ontario Employment Education and Research Centre (hereinafter referred to as "the Workers' Justice Centre") are not responsible for, and will not be liable to the Contracting Party, for any damages whatsoever, arising out of or in connection with your use, or inability to use the premises even if the Workers' Justice Centre had been advised of the possibility of such damage.
2. The Workers' Justice Centre is not responsible for any property of any kind that the Contracting Party, its employees, subcontractors, invitees, attendees and guests bring onto the premises. The Workers' Justice Centre will promptly remove any property left behind in the premises. The Workers' Justice Centre will not be liable for damages or loss to property as a result of any removal or disposal of any property in accordance with this section.

Authority and Assignment

3. The Contracting Party certifies that the person signing the contract is the authorized representative of the Contracting Party and has the full authority to sign the contract and to commit the Contracting Party in respect of any other matter regarding this rental agreement (the "Contract"), the use of the premises and the supplied and/or rented equipment.
4. The Workers' Justice Centre grants to the Contracting Party the non-assignable right to use the specific premises and any equipment supplied by the Workers' Justice Centre solely for the purposes, and on the dates and times, stated in this Contract.

Rental Period and Overtime Fee

5. The time period for use of the premises must include the time required to both prepare the premises for use and to clean up the premises after use. The Contracting Party will not be provided access to the premises earlier than the scheduled booking start time.
 - a. If the Contracting Party uses the premises beyond the scheduled end time stated in this Contract, the Workers' Justice Centre will charge the Contracting Party on

an hourly basis for the additional time spent using the premises. The premises will be considered “in use” so long as the Contracting Party and their property is within the premises. Failure to pay this additional charge may result in the Workers' Justice Centre denying future booking requests from the Contracting Party.

Payment Terms

6. The Workers' Justice Centre will invoice the Contracting Party following the event. Invoices are payable within 30 days.

Delivery and Equipment Setup

7. Arrangements for Delivery, and Removal of Event Equipment must be made in advance with the Workers' Justice Centre Event Coordinator. Whenever possible, deliveries should be made no more than 24 hours prior to the rental period, and removed within 24 hours after the event.

Cancellation Policy

8. If the Contracting Party needs to cancel its intended use of the premises, the Contracting Party must provide written notice to the Workers' Justice Centre. For cancellations made within 7 calendar days prior to the scheduled date of the event, 50% of the total invoice amount will be retained by the Workers' Justice Centre.

Sound and Noise

9. The Workers' Justice Centre is located in a mixed commercial residential neighbourhood. Loud noise must be turned down by 11:00 pm or the Contracting Party may make an application to the City of Toronto for a Noise Exemption Permit.

Care of Premises and Damages

10. The Contracting Party shall not cause or allow the premises or any supplied equipment to be defaced or damaged in any way. The Contracting Party shall return the premises and supplied equipment to the Workers' Justice Centre in the same condition as it was received, and if the Contracting Party fails to do so, it shall be responsible for any and all damage caused by its use of the premises or its use of the supplied equipment. Only in the case of reasonable wear and tear will the Contracting Party be exempt from the responsibility of indemnification.
11. If the Contracting Party or any of its employees, agents, volunteers, or subcontractors causes or permits damage to the premises or supplied equipment, the Contracting Party shall pay to the Workers' Justice Centre, on receipt of an invoice, the reasonable cost of

any and all repairs the Workers' Justice Centre must make in order to return the premises or equipment supplied by the Workers' Justice Centre, as the case may be, to the same state it was when it was provided to the Contracting Party. Failure to pay this invoice may result in the Workers' Justice Centre directly charging the credit account provided in this contract as well as denying future booking requests from the contracting party.

Legal Compliance

12. In using the premises and equipment supplied by the Workers' Justice Centre, the Contracting Party will comply with these Terms and Conditions, all applicable federal, provincial, municipal or the Workers' Justice Centre laws, by-laws, regulations, guidelines and policies. The Contracting Party will ensure that its employees, subcontractors, agents, and volunteers on the premises during the period of the Contracting Party's use will comply with such laws, by-laws, regulations guidelines and policies.
 - a. Without limiting the foregoing, such laws, by-laws, regulations, guidelines, and policies protocols may include, without limitation, requirements for mandatory COVID-19 vaccinations, mandatory proof of COVID-19 vaccination checks, staggered arrival and departure times, temperature checks, pre-sanitization requirements, physical distancing, masks/face coverings, food & beverage service and handling, and requiring persons developing or exhibiting symptoms to leave the premises. The Contracting Party and its personnel, guests and subcontractors specifically acknowledge that an inherent risk of exposure to COVID-19 exists in any public place where people are present. The Contracting Party voluntarily assumes any and all risks related to exposure to COVID-19 from being at the premises.
 - b. Alcohol service is strictly governed by the Ontario Liquor Licence and Control Act. The Contracting Party must produce a valid Special Occasion Permit (SOP) and ensure all servers are Smart Serve certified in accordance with WJC policy.

Code of Conduct and Right of Entry

13. The Contracting Party assumes full responsibility for the acts and conduct of the employees, agents, subcontractors, and volunteers of the Contracting Party that are admitted to the premises during the Contracting Party's use. The Workers' Justice Centre retains the right to interrupt, terminate the use of the premises, or eject any person in attendance at the premises if the designated Workers' Justice Centre staff members, in their sole discretion, consider it to be necessary in the interests of public order or safety or if, in the Workers' Justice Centre staff members' sole discretion, there is a perceived violation of the Workers' Justice Centre Rules of Conduct or these Terms and Conditions. The Contracting Party waives any right to damages or compensation

should its use of the premises be so interrupted or terminated.

14. The Contracting Party agrees that:

- a. the Workers' Justice Centre staff may have access to the premises at all times during the Contract Party's use and may attend any meeting, course, or event being conducted by the Contracting Party on the premises;
- b. the Contracting Party's event will not promote, or have the effect of promoting, discrimination, contempt or hatred for any group or person on the basis of race, ethnic origin, place of origin, citizenship, colour, ancestry, language, religion, age, sex, gender identity, gender expression, marital status, family status, sexual orientation, disability, political affiliation, membership in a union, receipt of public assistance, level of literacy or any other similar factor.
- c. the Contracting Party is solely responsible for any marketing or promotion of their use of the premises; **marketing and promotion should identify the venue only as 720 Spadina Avenue, Suite 223 / 221/ 221a.**
- d. the Contracting Party is responsible for any costs associated with its use of the premises or equipment supplied by the Workers' Justice Centre which are not specifically identified in the Contract, excluding the supply of any utilities to the premises.

Breach of contract and termination

15. The Contracting Party acknowledges that it will breach this Contract if:

- a. It fails to pay any amounts due on their due date;
- b. It contravenes any of the Terms and Conditions; or
- c. It poses a risk to the health and safety of the public or the Workers' Justice Centre staff. If the Contracting Party breaches this Contract, the Workers' Justice Centre may, in its sole discretion, terminate the use or intended use of the premises without refunding any of the payment.

16. The Contracting Party acknowledges that, should the Contract be terminated as a result of a breach as set out in section 17 of this Contract, the Workers' Justice Centre may deny a booking of the Contracting Party to use the premises or another room at the Workers' Justice Centre in the future.

17. In addition to the Workers' Justice Centre right to terminate the Contracting Party's use of the premises identified in section 17, the Workers' Justice Centre, in its sole discretion, may terminate the Contracting Party's right to use the premises if;

- a. the Workers' Justice Centre becomes aware of a use that is contrary to law;
 - b. The Contracting Party has misrepresented anything in this Contract or its room booking application and related agreement;
 - c. There is a likelihood of harm to any person or property, in the the Workers' Justice Centre' sole discretion;
 - d. the Workers' Justice Centre becomes aware that the premises are intended to be a permanent or long-term location for the Contracting Party's activities, including establishing offices in the Workers' Justice Centre meeting rooms; or
 - e. The Contracting Party has previously misused the premises or other the Workers' Justice Centre facilities or materials or has failed to pay any fees of any sort owed to the Workers' Justice Centre
18. The Contracting Party understands and agrees that the Workers' Justice Centre, in its sole discretion, may terminate this Contract at any time due to circumstances resulting from government orders, restrictions, or recommendations, including, without limitation, Toronto Public Health guidelines, restrictions, and recommendations.
- a. In the event of such termination, the Workers' Justice Centre shall not be responsible for any losses, damages, or expenses whatsoever suffered by the Contracting Party.