



RENTAL PERMIT AGREEMENT TERMS AND CONDITIONS, INDEMNIFICATION

Hôtel-Dieu Grace Healthcare hereby grants _____
(hereinafter called the “Licensee”) permission to use the facilities as outlined below, subject to the Terms and Conditions including the Indemnification Requirements contained herein which form part of this Agreement.

Facility Location:

Room 1023 (762 square feet)
Emara Building
1453 Prince Road
Windsor, Ontario
N9C 3Z4

Dates/Times of Facility Rental:

Rental Fees:

\$75 – one (1) day
\$100 – two (2) days
\$150 - week

To be paid in full to the Hotel-Dieu Grace Healthcare Foundation one (1) week prior to the first date of use. The rental fee is non-refundable, whether the Vendor remains in the facility location for the entire term or not.

One donated item from the merchandise the Vendor will sell on site will be provided to the Hotel-Dieu Grace Healthcare Foundation on the first date of the rental. The Foundation will provide Vendor recognition in a program at the event where/when the item is utilized.

Purpose of Use:

Participation in the Hotel-Dieu Grace Healthcare Foundation Vendor Program.

Conditions of Use:

1. This Rental Agreement is for the organization or individual indicated above. It is not transferable.
2. Smoking is not permitted in any Hôtel-Dieu Grace Healthcare facility or outside of designated smoking areas on the perimeter of the property.



3. The issuance of this Permit is entirely at the discretion of Hôtel-Dieu Grace Healthcare. Hôtel-Dieu Grace Healthcare reserves the right to cancel any Permit temporarily or permanently on notice:
 - a) upon breach of this Agreement;
 - b) should Hôtel-Dieu Grace Healthcare/Foundation be of the opinion that the facility location is not being used for the purpose outlined in this agreement;
 - c) should Hotel-Dieu Grace Healthcare/Foundation require the facility location for its own use;
 - d) should the organization fall in arrears with the Hôtel-Dieu Grace Healthcare Foundation.
4. The facilities named on this permit are to be used only on the date(s) and time(s) specified and only for the purpose named herein. This facility location consists of seven hundred and sixty two (762) square feet located in the Emara building (room 1023). Vendors will remain within the footprint of this space and will not place items outside the space, in the hallways or outside near the entrance.
5. Use of Hôtel-Dieu Grace Healthcare equipment is not permitted. There is access to public washrooms and paid parking.
6. The facility location must be left in the same condition in which it was found. Any debris or garbage must be removed from the site. The Licensee and members of the Licensee's organization agree that the Licensee shall pay for any damages to facilities and/or furnishings arising from the use of such facilities and/or furnishings granted by this Permit.
7. Maximum attendance at the facility location shall be governed by fire, health and safety laws/ regulations. Set up of the space needs to accommodate wheelchairs and any aisles created need to be kept clear and hazard free.
8. All activities must be conducted in an orderly manner. Use of profane language is prohibited. Possession and/or consumption of alcohol is prohibited in all indoor and outdoor facilities.
9. The licensee agrees to use the facilities during regular business hours of Hotel-Dieu Grace Healthcare (8 a.m. to 8 p.m.). Use/access to the facilities outside of the hours listed herein must be arranged with security. User access outside of business hours must be arranged a minimum of 48 hours prior to your rental. Additional fees may be applicable. If prior arrangements are not made, the facility will be open at 8:00 a.m. to 8:00 p.m.
10. We regret that Hôtel-Dieu Grace Healthcare cannot accept responsibility for any articles, goods, or equipment belonging to the Licensee or their guests which may be lost, stolen or damaged.

11. The security guards on duty are representatives of Hôtel-Dieu Grace Healthcare and as such are empowered to enforce the rental terms and conditions, policies and procedures of Hôtel-Dieu Grace Healthcare.
12. Hôtel-Dieu Grace Healthcare reserves the right to substitute, without notice, for the facility location referred to herein, similar or comparable functional space, which substitution shall be deemed by the licensee full performance under this Agreement.
13. Hôtel-Dieu Grace Healthcare may revoke the use hereby granted and terminate this agreement at any time when, in the opinion of Hôtel-Dieu Grace Healthcare/Foundation, the public interest so requires or when the character of the use is objectionable or in the case of damage to the premises by an act of God or other events beyond the control of Hôtel-Dieu Grace Healthcare. Hôtel-Dieu Grace Healthcare shall not be liable for any direct or consequential damage arising out of the exercise of its right under this article to revoke the use and terminate the agreement.
14. The Licensee shall obtain and pay for all necessary permits and/or licenses and abide by all municipal, provincial and federal laws.
15. Any electrical equipment brought into the facility for use during your rental must be CSA approved. The amp of electrical services available in any given area is limited. Additional power requirements may be available by special arrangement. It is the responsibility of the Licensee to provide any extension cords, power bars, etc. that are deemed necessary for their rental.
16. No items/materials are to be affixed to any wall or ceiling surface without prior permission from the facility. Should approval be granted, nails, stakes, pins, transparent tape, masking tape, duct tape and/or double-sided tape are not allowed on any surface area. The only approved material for fastening items to pre-approved surfaces is “painter’s tape”. This condition applies to all decorators and/or service providers that may be assisting the Licensee with set up.
17. Open flames are not permitted. The indoor use of propane fueled equipment is prohibited.
18. The Licensee voluntarily assumes all risks associated with the use of the facility location outlined herein.

INDEMNIFICATION

The undersigned, as authorized representative of the Licensee, has read and on behalf of him/herself, the Licensee, and the Licensee’s staff/volunteers, agrees to be bound, without reservation, by this Permit and the Terms and Conditions contained herein, and in consideration for the use of the assigned Hotel-Dieu Grace Healthcare facility location, the Licensee agrees to indemnify and protect Hotel-Dieu Grace Healthcare and its’ Foundation from all loss, cost, expense or damage on account of injury to person(s) or property in any way caused by the negligence or wrongdoing of the Licensee or its’ staff/volunteers related to or arising out of the



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use of the facility location referenced herein, or other matters to which this Agreement pertains, together with all legal expenses and costs incurred by Hotel-Dieu Grace Healthcare and its' Foundation in defending any legal action. The Licensee, at its expense shall defend any such action, suit or claim against Hotel-Dieu Grace Healthcare and its' Foundation.

Print Name: _____

Address: _____

Contact Number: _____

Licensee

Date

Hôtel-Dieu Grace Healthcare

Date