

Baby Point Club Limited
71 Baby Point Road,
Toronto, ON M6S 2G5

Signing Member Name and Address:

Phone: _____

Rental Date: _____

Rental Time: _____

RENTAL RULES AND AGREEMENT between BABY POINT CLUB LTD and SIGNING MEMBER

*This form contains all information and regulations regarding
the rental of the Baby Point Club Ltd. Clubhouse, Lawn Bowling Green, and grounds.*

1. Subject to approval of the Board of Directors, the "Club" is available for rental by Club members, whenever they are not being used for regular activities or events. The "Club" includes: the clubhouse, the grounds immediately surrounding the clubhouse, the lawn bowling green, and all contents inside and outside including tables, chairs, dishes, cutlery, sanitizer, cooker, fridge, microwave, coffee/hot water urns, BBQ, etc. The signing Member will have exclusive use of the lawn bowling green and equipment during the rental to host lawn bowling games ("Lawn Bowling Event"). The rental **does not** include access or use of the tennis courts, regardless of the time of year.
2. Every Lawn Bowling Event must include a lawn bowling coach booking, at a ratio of 1 coach for every 10 Club members or guests. The Signing Member must notify the Director of Rentals of how many people will attend the booking when requesting a Lawn Bowling Event.
3. The Lawn Bowling Event is dependent on the availability of lawn bowling coach(es). The Club will not confirm a booking if there are no coaches available. If coaches become unavailable, and a replacement coach cannot be booked, after the Lawn Bowling Event has been confirmed, the Lawn Bowling Event shall be cancelled, and deposits fully refunded to the Signing Member. Renters may not proceed with a Lawn Bowling Event in the absence of a lawn bowling coach.
4. The maximum duration of a Lawn Bowling Event is two (2) hours, which includes an hour of coaching and an hour of playing time. The Clubhouse booking can be extended beyond the 2-hour maximum.
5. Application for rental should be made to the current Director of Rentals or their designate. All rental agreements are to be made in writing and to be signed by a paid-up Club member, who will sign one copy of this form.

6. The Signing Member must comply with **ALL** of the following:

| | Initial |
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| The Signing Member must be present at all times during their rental function. All attendees must conduct themselves in accordance with the Club's Code of Conduct. A copy of the Club's Code of Conduct can be found on the website: https://babypointclub.ca/club-bylaws-code-of-conduct-and-privacy-policy/ . The Signing Member is responsible for the behaviour of all guests/attendees at their event. | |
| The Signing Member is responsible for ensuring the noise by-law for the City of Toronto is respected at all times. The by-law states that music from the Club should not be heard from the sidewalk. | |
| The Signing Member is responsible for complying with all Toronto by-laws as applicable to a homeowner. This includes a ban on open air burning, such as fire pits, chimneys, etc. This also includes a ban on continuous amplified sounds and unreasonable and persistent noise, unless a noise exemption permit is obtained under §591-3.2 of the Toronto Municipal Code. | |
| If alcoholic beverages are to be served or sold on Club premises, the Signing Member must apply to the LCBO for a permit and be responsible for meeting all the requirements of the permit. This may take up to three (3) weeks to obtain. The Signing Member is responsible for determining which type of permit is required. The Club is not responsible for any liability, misconduct, or offence in connection with the Signing Member's event. The Signing Member is responsible for ensuring that attendees do not become intoxicated on the premises. A copy of the Permit is to be provided to the Director of Rentals prior to the rental date. Website link to AGCO Special Occasion Permit | |
| No pets are allowed anywhere on Club property at any time however, service animals are welcome, provided that the individual requiring a service animal presents an identification card or letter from a healthcare practitioner confirming the requirement of the animal for reasons related to a disability. | |
| The Club is a Non-Smoking/Vaping facility. Smoking or vaping is not permitted in any area of the clubhouse or the grounds. The Signing Member is responsible for enforcing this restriction. | |
| Under the fire regulations, the maximum capacity for the clubhouse is 65 (sixty-five) people. | |
| The Signing Member is responsible for ensuring guests respect our neighbours by leaving the Club as quietly as possible after an event, particularly in the evening. This includes ensuring that no garbage is left on the properties of neighbouring residents either during or after an event. | |

7. Failure to comply with the above rules may result in fines and/or suspension or revocation of the Signing Member's membership. By signing this agreement, the Signing Member expressly agrees to pay any fines levied by the City of Toronto or any other governing body. Under the Rental Checklist, the Club will provide the Signing Member with the contact information for Maintenance who will provide groundskeeping and maintenance services. Maintenance is available to assist with the setting up and taking down of any furniture, before and after an event. The Signing Member should contact Maintenance directly; there will be an additional charge of \$56.50 (this amount includes 13% HST) for this service, payable to Baby Point Club Ltd.
8. The current fee of a **Member Corporate** rental is \$565 (this amount includes 13% HST). A refundable security deposit of \$350 is also required. The deposit will be shredded so long as the Club is left clean and undamaged. If damage has occurred or if the clubhouse, greens and grounds are not clean, the deposit may be retained at the sole discretion of the Director of Rentals. Forfeiture of the security deposit does not constitute payment for cleaning services or damages.
9. The current fee of a **Member Family Social Event** rental is \$395.50 (this amount includes 13% HST). A refundable security deposit of \$350 is also required. The deposit will be shredded so long as the Club is left clean and undamaged. If damage has occurred or if the clubhouse, greens and grounds are not clean, the deposit may be retained at the sole discretion of the Director of Rentals. Forfeiture of the security deposit does not constitute payment for cleaning services or damages.

The Signing Member expressly agrees to pay for damages in excess of the deposit and in addition acknowledges that additional fines and/or suspension or revocation of membership may also be imposed at the sole discretion of the Club's board of directors.

This includes damage to the walls or ceiling resulting from the use of staples or tape used to affix decorations such as streamers, missing items, the clubhouse is left dirty or if there is any damage to lawn bowling greens, lawn bowling equipment, tennis courts or other exterior areas.

10. **Three separate cheques for fees and security deposit** (dated one week prior to the event) should be made payable to the **Baby Point Club Ltd.** and be given to the current Director of Rentals along with this Rental Agreement. Upon Receipt, your required date will be held. Please drop off your cheques at **53 Baby Point Road.** (No cash please)
 - i. **Clubhouse Rental fees (\$169.50)**
 - ii. **Lawn Bowling Green rental fee (\$226 - Family Rental; \$395.50 - Corporate Rental).** This fee includes 1 coach and use of lawn bowling equipment for 2 hours. ***If additional coaches fee is required, an addition of \$56.50 per coach will be added to the fee.*
 - iii. **Security deposit (\$350)**
11. In the event of a force majeure event including but not limited to acts of God, fire, flood, natural disaster, governmental regulation or advisory, recognized health threats as determined by the World Health Organization, the Centres for Disease Control, or local government authority or health agencies (including but not limited to the health threats of COVID-19 or similar infectious diseases), any changes to public health guidelines pertaining to social gatherings applicable to the Club and/or the Club's grounds, or other similar occurrence beyond the reasonable control of the parties, the agreement may be cancelled by either party, without liability, damages, fees, or penalty, by written notice to the other party. Further, in the event of such cancellation, the Club shall not be liable for any related fees, charges, or lost deposits to any third-party vendors that may have been incurred

by the Signing Member.

12. All windows and doors to the clubhouse are to be locked and closed after a rental and closed after a rental and any difficulties that you may have encountered reported to the Director of Rentals - particularly if there was any damage or breakages. Also, inform the Director of Rentals whether you are washing any of the tea towels and/or tablecloths and arrange for their return.
13. For use **outside** of the Club grounds, the following articles may be rented by the day (indoor use of tables and chairs are included in rental price):
 - Outdoor usage of Large tables \$6.00 each (this amount includes 13% HST)
 - Outdoor usage of Card tables \$4.00 each (this amount includes 13% HST)
 - Outdoor usage of Chairs \$1.00 each (this amount includes 13% HST)
14. *Small* items such as kitchen equipment, crockery, cutlery, and games day equipment may **not** be rented or borrowed from the clubhouse. After an event, please leave the premises as clean and tidy as possible, in the same condition as you found it, thereby ensuring the return of your security deposit.

PLEASE USE THE DESIGNATED CHECKLIST TO ENSURE THAT THE CLUB IS LEFT AS YOU FOUND IT

15. The Signing Member agrees that at the end of the rental period, the Signing Member will remove all their goods and other property from the Club and shall leave the clubhouse and all the equipment and furniture located therein in the same state of repair as existed at the commencement of the rental period and in a clean state.
16. The Signing Member shall indemnify and hold harmless Baby Point Club Ltd. from and against any losses, damages, expenses, fines, claims and demands of any nature or kind arising from or out of or in any way related to the use and occupation of the Club by the Signing Member or anyone expressly or impliedly invited, permitted or authorized by the Signing Member, including health risks arising from infectious diseases such as COVID-19, whether such claims arise by breach of contract, negligence, tort law, property law, regulatory breach, unlawful act, or arise in respect of any civil, criminal, administrative or other proceeding including without limitation those arising from or out of loss or damage to The Club or any other property; and death or injury to any person.

The Signing Member shall return a signed copy of the Club's Waiver of Claims, Release of Liability, Assumption of Risks and Indemnity Agreement to the Director of Rentals before the rental date. If the property is damaged, left littered or unclean, the Board may refuse your rental of the premises in future and your damage deposit is forfeit. Should the cost of repairs exceed your deposit, you are fully responsible for the cost of the repairs.

I have read, understand, and accept the terms and conditions on this form and agree to abide by them. I am a fully paid-up member in good standing.

Printed Name of Signing Member:

Signature of Signing Member:

Date:

**BABY POINT CLUB LTD.
("Club")**

**WAIVER OF CLAIMS, RELEASE OF LIABILITY,
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT**
("Release")

THIS RELEASE LIMITS YOUR LEGAL RIGHTS – PLEASE READ CAREFULLY

WAIVER OF CLAIMS

In consideration of the Club granting membership and permission to access and use its premises, amenities and equipment ("**Facilities**") and, in consideration for permission to participate in activities, classes, and/or events at the Club, including as an attendee, participant or spectator, I hereby agree to **WAIVE ANY AND ALL CLAIMS** that I have or may in the future have against the Club, its directors, officers, shareholders, employees, instructors, guides, agents, volunteers, independent contractors, subcontractors, representatives, sponsors, successors, assigns and insurers (collectively "**Releasees**"). Without limitation, this includes **WAIVING ANY CLAIMS OR DEMANDS AGAINST THE RELEASEES** for any liability for damage, expense, illness or injury, including death, that I may suffer, or that my next of kin may suffer, resulting from use of the Facilities **DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF STATUTORY DUTY OF CARE, INCLUDING ANY DUTY OWED UNDER THE OCCUPIERS' LIABILITY ACT, R.S.O. 1990, c. O.2**, in respect of the ownership or maintenance of Facilities or in respect of the provision or failure to provide warnings, directions or instructions as to the use of the Facilities and any risks, dangers and hazards associated with same. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS REFERRED TO BELOW.

Member Initials:

ASSUMPTION OF RISKS

I am aware and understand that my use of the Facilities and participation in activities, classes, and events at the Club, including involvement as an attendee, participant or spectator, encompasses many risks, dangers and hazards including, but not limited to, the risk of death, athletic injury, slip/trip and falls, equipment failure or misuse, accidents or collisions involving other members, lightning strikes, inclement weather related incidents, encounters with domestic or wild animals, failure to act safely or within one's own ability or skill level, failure to stay within designated areas, property damage (including to my vehicle or its contents), personal effects, and negligence of other persons and negligence on the part of the Releasees.

I further acknowledge and understand that the World Health Organization has classified the Coronavirus Disease ("**COVID 19**") outbreak as a global pandemic and I am aware of the risks of COVID-19. The Club has implemented preventative measures to reduce the spread of COVID-19. However, the Club cannot guarantee that I will not be exposed to or become infected with COVID-19. I specifically acknowledge and agree that I am aware of the risks to personal health flowing from COVID-19, and understand that I am assuming all health risks including being exposed to and/or contracting COVID-19 and any adverse health related consequences (up to and including hospitalization or death) that may arise from my use of the Facilities and participation in activities, classes, and events at the Club, including involvement as an attendee, participant or spectator.

I FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE USE OF OR PRESENCE AT THE FACILITIES AND PARTICIPATION IN ACTIVITIES, CLASSES, AND/OR EVENTS AT THE CLUB, INCLUDING INVOLVEMENT AS AN ATTENDEE, PARTICIPANT OR SPECTATOR.

Member Initials:

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

I agree to **INDEMNIFY AND HOLD HARMLESS THE RELEASEES** from any and all claims, actions, suits, demands, costs, expenses, damages and liability (including legal fees) that may be brought against the Releasees a result of my use of or presence at the Facilities and participation in activities, classes, and events at the Club, including involvement as an attendee, participant or spectator and/or the use of or presence at the Facilities and participation in activities, classes, and events at the Club, including involvement as an attendee, participant or spectator of my guests, minor children and/or anyone for whom I am responsible in law. This Release shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity.

Member Initials

APPLICABLE LAW

This Release and any rights, duties and obligations as between the parties to this Release shall be governed by and interpreted in accordance with the laws of the Province of Ontario. Any litigation involving the parties to this Release shall be brought only in the courts of the Province of Ontario and shall be within the exclusive jurisdiction of the courts of the Province of Ontario.

Member Initials:

SEVERABILITY

If any term or provision of this Release is held to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision in any other jurisdiction.

Member Initials:

I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND I AM AWARE THAT BY SIGNING THIS RELEASE, I AM VOLUNTARILY WAIVING CERTAIN LEGAL RIGHTS IN WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASES.

Member Initials:

MEMBER INFORMATION (please print carefully)

| | | | |
|---------------|----------|--|--|
| Last Name | | First Name | |
| Address | | Home Phone No. | |
| City | Province | Cell Phone No. | |
| Postal Code | | Membership No. | |
| Email Address | | Member Signature _____ | |
| | | If a Member is a minor, I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I do hereby consent and agree to the terms and conditions of this release. Parent/Legal Guardian Name _____ Parent/Legal Guardian Signature _____ | |