

THIS AGREEMENT made this day of , 20

BETWEEN:

PRETTY RIVER ACADEMY
hereinafter referred to as PRA

and

hereinafter referred to as User

and

hereinafter called the Guarantor

WHEREAS PRA is the registered owner of parts lot 47 and 48, Concession 11, Town of Collingwood, which contains a school building known as PRA and the land associated therewith.

PREMISES AND IMPROVEMENTS

1. WITNESSETH that in consideration of the rents, covenants and agreements hereinafter set forth on the part of the user to be paid, observed and performed, PRA has agreed to permit the user to use the portion of the premises more particularly outlined on Schedule A attached hereto which forms part of this lease.

USE OF PREMISES

2. The portion of the premises utilized shall not be used by the user for any other purpose than for _____.

RENTALS PAYABLE

3. The user covenants and agrees to pay to PRA as rental for the portion of the premises used the amount as described in Schedule B attached hereto.

PAYMENT OF RENT

4. The user covenants to pay all rentals when due and payable without any deduction whatsoever. Any monies paid or expenses incurred by PRA to correct violations of any of the user's obligations hereunder shall be additional rent which is due immediately upon notification of the user by PRA.

OPERATING PROCEDURES

5. a) Rental agreements will not be entered into when the use interferes with the regular school use as determined by PRA.
 - b) PRA maintains the right to cancel or alter any rental agreement, PRA will attempt to provide notice of agreement changes or cancellations but the notice may not always occur.
 - c) The user hereby agrees not to make any claim for compensation from PRA for any loss, damages or expenses resulting from the cancellation of the rental agreement.
 - d) Any breach of this agreement by the user may result in the cancellation and refusal of PRA to enter into any further rental agreement. The user will be responsible for any damages incurred by either PRA or the user as a result of early termination.
 - e) PRA is normally available for user groups after 6 p.m. and on weekends. Times are fully dependent upon school use. Use during Christmas, March break and summer holidays may be available upon special request.
6. Responsibilities of PRA
 - a) Preparing for the user by unlocking the required areas and turning on lights.
 - b) Allowing the user limited access to the building.
 - c) Clean up following reasonable use by the user and clean up as a result of unreasonable use by the users is the user's responsibility.
 - d) Securing the facilities and shutting off lights, alarming building.
 - e) Reporting all damages and issues of unreasonable usage from the users of the facility to the user.
 - f) Confirming with the users the room(s) and equipment of PRA that is available for use by the user.
 7. Responsibilities of User

- a) Signing agreement by a responsible individual 25 years of age or older having authority to bind the user.
- b) Having a responsible individual 25 years of age or older in attendance at all times during use of the facility.
- c) Ensuring that all activities adhere to prevailing municipal bylaws and that all necessary insurance, licences, permits, are obtained prior to use, and proof is provided.
- d) Ensuring parking is only in designated areas. Fire routes and driveways shall not be blocked and failure to comply may result in ticketing and/or towing. Continued infractions may revoke the agreement.
- e) Payment of any charges incurred by PRA as a result of improper use of the fire or security alarms.
- f) Confirming that the facilities are safe, fit and suitable for their permitted activity.
- g) Familiarizing itself with all emergency exits. The user is not permitted to obstruct aisles, hallways or exits. All fire and safety regulations shall be followed.
- h) Any and all personal injury, damage, loss or theft of clothing or equipment.
- I) Supervising all persons admitted to the facilities during the rental period.
- j) Wearing clean, never worn outside, dry and non marking indoor running shoes in the school gymnasium.
- k) Confining activities to the designated areas as indicated on the agreement and immediate corridors and washrooms.
- l) Abiding with PRA no smoking policies. Smoking on the school property is strictly prohibited.
- m) Consuming or selling alcoholic beverages on PRA property without proper licensing and approval by PRA is strictly prohibited.
- n) Cooperating fully with the Principal, custodian or any PRA designate.
- o) Subletting or transferring of space by the user is not permitted.
- p) Vacating promptly at the time specified on their rental contract. Additional rental and custodial time will be charged for additional use.

- q) The facility shall not be altered in any way. The facility and equipment shall be left in the same condition in which they were received. Any damage will be the responsibility of the user.

INSURANCE

Pretty River Academy's insurance does not cover or protect the user groups

- 8. a) The user shall obtain a minimum \$2 million public liability, proof of which shall be submitted with the application form.
- b) PRA shall be named as additional insured.
- c) The insurance policy shall contain a cross-liability clause protecting PRA against claims by the user as if PRA were separately insured and protecting the user against claims by PRA as if the user were separately insured.
- d) PRA shall be indemnified by the user groups for any action or claim being brought against the user.
- e) Where there is continuous use of the facility, the insurance shall contain a clause that the policy will not be cancelled or changed without PRA first having received not less than 30 days written notice of such cancellation or change. If a satisfactory replacement insurance policy is not obtained the user shall forthwith vacate the user area.
- f) The user will not occupy the area to be used without the required insurance documentation.

APPLICABLE LAW

- 9. This user agreement shall be construed under the laws of the Province of Ontario.

GUARANTOR COVENANT

- 10. In consideration of the covenants and PRA agreeing to let the user use of the premises, the Guarantor doth hereby absolutely and unconditionally guarantee to PRA the due and punctual payment by the user of all payments owing and the performance of all the user's obligations under this agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement under their respective seals as of the day and year first above written.

SIGNED, SEALED AND DELIVERED
in the presence of

)PRETTY RIVER ACADEMY
)Per:
)_____
)I have authority to bind the corporation
)
)
)
)
)_____
)
)
)_____
)Guarantor