

Ascent Room Rental Agreement

The terms and conditions listed below are hereby effective as of February 1, 2014, and are subject to change at any time thereafter and those subject changes will apply to all rentals following said change. The rate is secured upon receipt in full of the rental cost and/or security deposit.

1. **Facilities:** During the term of the Rental Period, defined below, the renting party may have the exclusive use and enjoyment of the Ascent Lounge, located at 29 Dunlop Street East, (above the British Arms), Barrie, Ontario, L4M 1A2, including all the amenities contained in the room, private washrooms, and a cash bar. Cash bar service includes the liquor license, staffing of the bar and service of liquor.
2. **Rental Period:** The renting party has agreed to the terms outlined below and has secured access to Ascent Lounge for a private function on _____, 20____, between the hours of ____ a.m./p.m. and ____ a.m./p.m. (the "Rental Period"), and will not exceed the rental period of 8 hours. Under the *Liquor Licence Act* the rental period may not exceed 2:00 a.m. ***subject to change until payment is received in full
3. **Rental Charge:** The renting party has undertaken to pay the rental charge in the amount of \$_____, plus HST for the use of Ascent Lounge and acknowledges that the rental fee is subject to change until payment is received in full.
4. **Cancellation Policy:** A minimum 30 days notice is required to cancel an event and receive a full refund. A minimum of 25 people are required to book a private event in Ascent Lounge, alternatively your party is subject to cancellation or relocation to a smaller venue (British Arms Pub)
5. **Damage Security Deposit:** In addition to the Rental Charge, the renting party shall provide a security deposit in the amount of \$500.00, to be secured by way of a credit card, which will be held in trust for 24 hours following the end of the rental period and inspection of the property. The renting party is responsible for all damage and/or losses caused in the Ascent Lounge, its contents, and property, by their guests during the rental period and acknowledge that the security deposit will be implemented to cover any damage or loss that may have occurred during the rental period. Upon demand from the Ascent Lounge, the renting party shall immediately pay management to repair any damage in excess of the Security Deposit. Excessive and/or deliberate damage during the rental period will result in the immediate closure of Ascent Lounge, and may result in legal repercussions.

6. **Decorations:** The only decorations permitted in the Ascent Lounge are those which may be placed on the floor or tables. The renting party shall not hang, tape, staple, or suspend decorations to the walls, ceilings, or columns within the Ascent Lounge. No sparklers, table candles, or open flames are permitted inside the Ascent Lounge at any time.

7. **Food:** Ascent Lounge is a private entity; therefore guests attending an event at Ascent Lounge are not permitted to order individual meals from the British Arms menu. Food is available for pre-order in the form of various platters and buffet and can be discussed separately with management. All food orders must be submitted to management no later than 5 days before your event and are subject to an automatic 18% gratuity.

8. **Maximum Capacity:** No more than one hundred (100) persons shall be permitted in the Ascent Lounge at one time.

9. **Rental Chairs, Tables, and Other Equipment:** Prior to the Rental Period, the Ascent Lounge must approve the renting party's outside use of any chairs, tables, or other equipment other than those already in the Ascent Lounge. The renting party must remove any additional chairs, tables, or other equipment at the end of the Rental Period.

10. **Music/Disc Jockeys:** It is the responsibility of the renting party to provide music/entertainment. Excessive noise from the renting party's event is not permitted. It is the sole responsibility of the renting party to control the sound level of its event, including, but not limited to, sound from music, audio/visual systems, and guests. Failure to control the noise level may result in the closing of the renting party's event. Disc Jockey's must be finished playing music by 2:00 a.m. and must immediately pack up their equipment and remove from the premises.

11. **Acts Beyond the Ascent Lounge.** In the event the Ascent Lounge or any part thereof is damaged or destroyed by fire or any other cause which is out of persons control, or casualty or unforeseen occurrences, this agreement shall be immediately terminated and a full refund will be provided to the renting party. Under this clause, the renting party agrees not to make any claims or take any legal proceedings against Ascent Lounge for damages and/or compensation.

12. **Acceptance of Premises:** The renting party agrees that it has inspected the Ascent Lounge and its equipment and that it is in proper condition for the renting party's use during the Rental Period.

13. **Scheduling:** The Ascent Lounge retains the right to schedule other events in Ascent Lounge both before and after the Rental Period without notice to the renting party.

14. **Advertising:** Absent the written consent from the Ascent Lounge, the renting party shall not distribute, circulate, or permit the distribution of any advertising material in or about the Ascent Lounge or 29 Dunlop Street East, Barrie, Ontario L4M 1A2.

15. **Indemnity:** The renting party shall indemnify, defend, and hold harmless the Ascent Lounge and its officers and members against any and all demands, causes of action, or any other claim of the renting party, its members, agents, employees, subcontractors, patrons, guests, or invitees arising out of or related to the renting party's rental of the Ascent Lounge.

16. **Cancellation:** In addition to any other remedy available at law or equity, either Party may cancel this Agreement if the other Party fails to comply with the terms and conditions of this Agreement. In the event that the renting party either (a) breaches any term of this Agreement or (b) cancels, any room deposit provided will be non refundable.

17. **Alcoholic Beverages:** All guest on the premises of Ascent Lounge after 9:00 p.m. must be of legal drinking age as outlined under the *Liquor Licence Act* of Ontario, and be able to present acceptable form of identification. Valid identification must be current, government-issued and include a photo of the person and the birth date. Failure to provide proper identification will result in the refusal of entry. Alcohol sold in the Ascent Lounge must be consumed within Ascent Lounge. No alcohol other than that sold by the Ascent Lounge is permitted on British Arms Pub property. All liquor sales will cease no later than 2:00 a.m.

18. **Liquor Tabs:** Patrons attending Ascent Lounge are able to run a liquor tab with the bartender on duty only once a valid credit card has been provided. All tabs are subject to an automatic 18% gratuity and is the discretion of the bartender on duty.

19. **Assignment:** This Agreement may not be assigned or transferred without the express written consent of the Ascent Lounge.

20. **Compliance with Laws:** The renting party shall comply with all applicable laws and regulations and shall not use or occupy the Ascent Lounge for any unlawful purpose or permit others to use or occupy Ascent Lounge for any unlawful purpose.

21. **The renting party** acknowledges that they have obtained legal advice (*if necessary*) before executing this Agreement and hereby declare that its terms are fully understood by them and that this agreement may only be amended with the expressed consent of all parties. The parties confirm that this agreement does not affect the rights of any persons under disability.

By executing this agreement the parties agree that this is a legal and binding agreement, and all parties executing the agreement undertake to comply with the Rules and Regulations outlined within.

RENTING PARTY:

Name/Organization: _____

Address: _____

Date of Event: _____ Start Time: _____ End Time: _____

Telephone: _____

Signature of rental party: _____ Date: _____

Card #

Exp. Date

3 digit Security code (located on the back of card)

Name on the Card

Signature

FOR OFFICE USE ONLY:

Name of Ascent Management

Signature of Ascent Management

Date



British Arms Pub
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Ascent Lounge

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