

## RENTAL SPACE AGREEMENT

This Rental Agreement is subject to the Terms and Conditions set forth on Appendix "A" attached hereto which is incorporated by reference herein.

Appendix "A"

### TERMS AND CONDITIONS

1. Premises and Facilities. The Company hereby agrees to rent to the Customer and the Customer hereby agrees to rent from the Company, for the Term (as described below), and subject to the conditions and covenants hereinafter set forth, the Rental Space described on the booking page and located at 300 Campbell Ave, Unit #300

2. Restrictions on Use of Premises and Facilities. The use of the Premises and Facilities shall be limited to use by the Customer, the event shall not exceed the building's maximum capacity as determined by the Toronto Fire Dept. Capacity head-count should take account of everyone in the building, including people working for the event. The parties to this Agreement agree that the Premises and Facilities shall be used as legitimate business premises and for no other purpose and in accordance with the Rules and Regulations appended to this Agreement or otherwise promulgated by Company from time to time.

The Customer may not make any alteration or improvement to any part of the Premises and Facilities except with written prior consent of the Company.

The Customer hereby accepts the Premises and Facilities in its existing condition and agrees that the Company shall not be required to perform any work in, on or to the Premises or Facilities. The Customer covenants with the

Company that it will not allow any refuse, garbage or any loose, objectionable material to accumulate in, on or about the Premises and Facilities and will at all times keep the Premises and Facilities in a clean and neat condition. The Customer hereby agrees to be responsible for and perform all obligations and pay all costs whatsoever in respect of the Customer's business conducted in or on the Premises.

The Customer covenants with the Company that it will not make any repairs, replacements, changes, additions, improvements or alterations to the Premises without the Company's prior written consent, which consent may be unreasonably or arbitrarily withheld in the Company's sole discretion. The Customer shall comply, at its sole cost, with all applicable laws and by-laws of any municipal, provincial or federal government respecting the use, condition and occupation of the Premises.

3. Term. The term of this Agreement (the "Term") shall be for a period beginning on the earliest of the Selected Dates and times and ending on the latest of the selected Dates and Times. The Customer will vacate the Premises, returning it to the Company free of alterations, fixtures, furnishings or any other property of or under the control of the Customer at the expiry or earlier termination of the Term. For clarity, the Customer shall (i) return the Premises to the Company in no worse condition than the Customer received possession of the Premises from the Company; (ii) at its cost, repair any damage that it causes to the Premises or is caused in connection with the Customer's use of the Premises; and

(iii) leave the Premises in a neat and clean condition.

4. Rent. The Customer agrees to pay full rent as follows as per the rates schedule. Included: all furniture in the library (as listed on the website as of the day of signing the contract) + 2 V-flats

Extras: any additional furniture and studio equipment In addition to the rental payment, Customer shall provide the Company with a photocopy of his or her valid driver's license and a credit card acceptable to the Company, which Customer authorizes the Company to charge against any damage the equipment may incur arising out of the Customer's use of the equipment or Premises and Facilities under this Agreement.

5. Reservation of Rental Space. Rental Space cannot be confirmed until full payment is received.

6. Cost for Additional Hours. The stay can be extended based on availability. Each additional hour within normal business hours (8am-8pm) will be billed at a regular rate. Hourly rate after 8pm is additional \$100 per hour.

7. Termination Right. The Company shall have all of the following rights and remedies:

(i) to terminate this Agreement without notice Agreement and to obtain damages from the Customer; and

(ii) to remedy any default of the Customer in performing any obligations hereunder without constituting a re-entry or termination of this Lease, and the Company shall pay the cost of such remediation including Company's legal fees plus fifteen percent (15%) thereof if any of the following shall occur:

(i) the Customer is in default of any payment obligation hereunder;

(ii) the Customer fails to perform any other obligations hereunder immediately after written notice;

(iii) any of the Company's insurance policies are actually or at risk of being cancelled or adversely changed as a result of the Customer's use or occupancy of the Premises;

(iv) the Customer becomes bankrupt or insolvent or makes a sale in bulk or if steps are taken for the winding up or other termination of the Customer's existence, or a trustee, receiver or similar person is appointed in respect of any the assets or business of the Customer;

(v) any change in the use of the Premises or Facilities without the Company's prior written consent;

(vi) any willful or negligent damage to the Premises or Facilities caused by

the Customer or by persons permitted to be in the Premises or Facilities by the Customer; or

(vii) termination by the Company is permitted under any provisions of this Agreement or at law.

8. Delivery and Pickup. All rental delivery and pick up must be within the rental period specified in the Contract, unless otherwise arranged with Mint Room Studios Inc in attached memo. Mint Room Studios Inc staff is not responsible for receiving and/or signing for rental and delivered items. Any rental items left on the premises beyond the rental period without pre-approval by Site or Event Manager shall incur an additional charge that will be billed to the Customer. Any equipment (speakers, podiums, tables, etc.), that is the property of the Customer, and is approved by Mint Room Studios Inc staff for next day pick up, must be moved to a designated storage area immediately following event. Any items that are left in storage are done so at the Customer's own risk. Min Room Studios Inc is NOT RESPONSIBLE for any items left on the premises.

9. Company Non-Liability. The Company shall not be liable to the Customer for any injury or damage to the Customer's person or property or that of his invitees or licensees however caused including, without limitation, resulting from the acts or omissions of Company's employees or agents, or persons leasing space or services from Company or other persons occupying any part of the Premises or for any failure of services provided such as electricity, water or gas or for any injury or damage to property or persons caused by any person or by Company's failure to repair. The Company shall not be liable or responsible in any way for any loss or damage, injury or death to any person or property caused by any other licensee or occupant of the Premises or by the public. All property kept or stored in or about the Premises shall be at the sole risk of the Customer and the Company shall indemnify the Company and save it harmless in respect of the same. Without in any way limiting or affecting the generality or interpretation of the foregoing provision, it is agreed that the Company shall in no event be liable for any indirect or consequential damage suffered by the Customer.

### **Cancellation and Cancellation Fees**

Mint Room Studios does not offer  
refunds

Over 48 hours cancellation/reschedule notice prior to the confirmed booking – rebooking fee is 20% of the full value of the quotation Between 48 and 24 hours prior to the confirmed booking - rebooking fee is 50% of the full value of the quotation 24 hours or less prior to the confirmed booking – the Customer is liable for the full value of the booking.

10. Release. The Customer hereby releases the Company, its servants, agents, employees, officers, directors, contractors, and those for whom the Company is in law responsible from all losses, damages and claims of any kind related to the Premises or Facilities or any items stored in or on the Premises or Facilities.

11. Indemnity. The Customer shall indemnify the Company and all of its servants, agents, employees, contractors and persons for whom the Company is in law responsible and shall hold each of them harmless from and against any and all liabilities, claims, damages, losses and expenses, due to, arising from or to the extent contributed to by:

(i) any breach by the Customer of any of the provisions of this Agreement;

(ii) any act or omission of any persons on the Premises or Facilities during the Term or any use or occupancy of or anything in, on, under or about the Premises or Facilities during the Term;

(iii) any act or omission of the Customer or its servants, employees, successors and assigns for whom the Customer is in law responsible, in and around the Premises or Facilities;

(iv) any damage, destruction or need of repair to any part of the Premises or Facilities caused by any act or omission of the Customer or its servants, agents, employees, customers, contractors or persons for whom the Customer is in law responsible, notwithstanding any other provisions of this Agreement; and

(v) any illness, injury or death of persons, or any loss or damage to property, on or about the Premises or Facilities. The aforesaid indemnity shall survive the expiration

or earlier termination of this Agreement. As used in this Section, the "Term" includes any period prior or subsequent thereto during which the Customer or any assignee, subtenant, employee, agent, contractor, licensee or invitee of the Customer occupies the Premises or Facilities or any part thereof, either actually or constructively, any renewal(s) or extension(s) of the Term, and any period during which the Customer overholds.

12. Responsibilities for Damages; Insurance. The Customer shall be responsible for all damage or loss caused to the Premises and Facilities, and its furnishings and fixtures except for reasonable wear and tear and the Customer shall pay for all repairs and replacement thereof during the Term and upon the termination of this Agreement. The Customer will also be liable to any lost Rental Space days should the Rental Space not be in a rentable condition. The Customer shall be responsible for insuring its own property located on the Premises and Facilities.

13. Taxes. The Customer acknowledges that charges under this Agreement are subject to HST and agrees to pay such tax as and when due.

14. Validity; Enforceability. In the event that any part of this Agreement shall be held to be unenforceable or invalid, the remaining parts of this Agreement shall nevertheless continue to be valid and enforceable as though the invalid portions had not been a part thereof.

15. Surrender of Premises. The Customer agrees to surrender the designated area to Company in the same state of repair and clean condition as originally received by the Customer, normal wear and tear excepted.

16. Entire Understanding. This Agreement sets forth the entire understanding between the parties with respect to the matters set forth herein. Any previous or supplementary representations or agreement, related to the subject matter of this Agreement, is therefore null and void.

17. Amendment. This Agreement may be amended or modified in whole or in part, as the parties desire, but no amendment or modification shall come into effect

before it has been acknowledged by a written agreement signed by the parties and duly attached hereto.

18. Severability. If any provision, or portion thereof, of this Agreement is declared invalid by a court of competent jurisdiction or is unenforceable under any applicable statute or rule of law, it is to that extent to be deemed omitted and the remaining provisions or parts thereof shall be and remain in full force and effect.

19. Waiver. No delay or failure of either party in exercising any right, and no partial single exercise of any right, shall be deemed to constitute a waiver of that right or any other right under this Agreement. Unless otherwise specified, any waiver of any right by one of the parties to this Agreement shall only be effective when duly acknowledged in writing and any such waiver shall only apply to the rights and circumstances expressly concerned by the said waiver.

20. Good Faith. The parties agree to act reasonably and in good faith in the carrying out of the terms of this Agreement.

21. Currency. All dollar amounts contained in or referred to in this Agreement shall be construed to be in Canadian currency.

22. As a safety precaution, the studio overhead lights will be turned on at dusk and remained turn on until the studio closes. Lights will be off during the daylight hours.

## RULES AND REGULATIONS

(1) The Customer will conduct themselves in a business-like manner; proper attire will be worn at all times; the noise level will be kept to a level so as not to interfere with or annoy other customers.

(2) Smoking is prohibited in and on the Premises. Smoking is allowed in designated areas outside the Premises.

(3) The Customer is responsible for cleanup of smoking related debris before vacating the Premises and Facilities.

(4) The Customer shall not make any alterations to the Premises without the prior written consent of the Company.

(5) The Customer will not affix anything to the walls of the office Premises without the prior written consent of the Company.

(6) The Customer will not prop open any corridor doors, exit doors or door connecting corridors after business hours.

(7) All corridors, halls, elevators and stairways shall not be obstructed by Customer or used for any purpose other than egress and ingress.

(8) No advertisement or identifying signs or other notices shall be inscribed, painted or affixed on any part of the corridors, doors or public areas.

(9) The Customer shall not, without the Company's written consent, operate large business machines or reproduction equipment, or conduct a mechanical business thereof, do any cooking thereon, or use or allow to be used on the premises oil, burning fluids, gasoline, kerosene for heating, warming or lighting.

(10) If the Customer requires any special wiring for business machines or otherwise, such wiring shall be done by an electrician designated by the Company. The electrical current shall be used for ordinary lighting and for computer purposes only unless written permission to do otherwise shall first have been obtained by the Company at an agreed cost to the Customer.

(11) The Customer will bring no animals on the premises, unless pre-approved by the Company.

(12) The Customer shall not remove furniture, fixtures or decorative material from the Premises and Facilities without written consent of the Company.

(13) The Company reserves the right to make such other reasonable rules and regulations as in its judgement may from time to time be needed for the safety, care and cleanliness of the offices.