



**Facility Rental Agreement
(License Agreement)**

Westside Grand
1928 West Broadway
Vancouver, B.C. V6J 1Z2
604.736.1928

Date: Day/Month/Year _____

Client Information:

Name: _____

Address: _____

Postal Code: _____

Telephone: _____

Fax: _____

Email: _____

Addn'l Info: _____

In consideration of the promises set out and the rental fee, the parties hereby agree as follows:

SUMMARY

1(a) Building: Westside Grand, 1928 West Broadway, Vancouver, B.C., V6J 1Z2

1(b) Rental area: Main hall, VIP room

1(c) Purpose of rental: _____

1(d) Date(s) of rental: _____

1(e) Hours of rental: _____

1(f) Hours of distribution of alcohol: _____

1(g) Estimated number of guests: _____

1(h) **Facility Rental Cost**

Basic Facility Rental: \$ _____

Additional Facilities/Equipment: \$ _____ -see section 1(i)

SUBTOTAL: \$ _____ -place in ***SUBTOTAL** section



1(i) Additional Facilities & Equipment:

Event Supplies: \$ _____ yes ___ no ___
Tables: yes ___ no ___ Number of tables: _____
Chairs: yes ___ no ___ Number of chairs: _____
Place settings: yes ___ no ___ Number of place settings: _____
Linens: yes ___ no ___
Decorations: yes ___ no ___
Cleaning Crew: \$ _____ yes ___ no ___
Audio/Lighting Operation: \$ _____ yes ___ no ___
On Site Catering \$ _____ yes ___ no ___
On Site Technician: \$ _____ yes ___ no ___
On Site Bartender: \$ _____ yes ___ no ___
Coat Check: \$ _____ yes ___ no ___
SOCAN Fee: \$ _____ yes ___ no ___
Other: \$ _____

ADDITIONAL FACILITIES & EQUIPMENT CHARGE TOTAL:

\$ _____ -place in section 1(h) above

1(j) Final Calculation:

***SUBTOTAL:** \$ _____
HST: \$ _____
Deposit: \$ _____ paid on _____
TOTAL DUE: \$ _____



This Agreement is subject to the Terms and Conditions outlined on the following pages.

We, the undersigned agree to the above:

Lessee Signature: _____

Witness Signature: _____

License Agreement

Terms and Conditions

2. LICENSE or RENTAL AREA

- 2.1 Westside Grand agrees that the Lessee may use and occupy the Rental Area on the date(s) of Rental, between the hours set out in section 1(e).
- 2.2 In addition to the Rental Area, the Lessee shall be entitled, in conjunction with the Event the non-exclusive use of certain common areas of the Building (washrooms and hallways).

3. USE

- 3.1 The Rental Area shall be used only for the purposes described as the Event in Summary section 1(d) and at the time specified in section 2.1 above. As of the date of this Agreement, the Lessee estimates that the number of guests set out in section 1(g) will attend the Event. The Lessee shall confirm no later than 7 days prior to the Event, in writing, the actual number of guests attending the Event.
- 3.2 The Rental Area is made available in an "as is" condition. Westside Grand makes no representations, express or implied, regarding the condition, suitability or profitability of the Rental Area for any purpose including the Event.
- 3.3 All entertainment and the serving of alcoholic beverages must not extend beyond the hours set out in section 1(e). The Lessee and its guests and invitees must vacate the Rental Area by no later than the time set out in section 1(e) or else an overtime fee of \$200.00/hr will be applied. Immediately following the Event and not later than the end of Rental Hours set out in section 1(e), the Lessee, at its own cost and expense, shall remove all signs, decorations, and improvements and shall leave the Licensed Area in a clean and tidy condition, free from all rubbish, debris, waste, unused materials, or combustible materials. If Lessee has paid for the service of a WS cleaning crew as set out in section 1(i), the Lessee must gather all personal belongings and any items that were brought from outside the facility before leaving the Licensed Area.
- 3.4 The Lessee shall not publish or display to the public any advertisement, message, presentation, or notice in connection with the Event without prior approval of WS Grand.
- 3.5 The Lessee shall comply at its own expense with all municipal, provincial, and federal sanitary, fire, and safety laws, bylaws, regulations, and requirements pertaining to the Event and the Lessee's use of the Rental Area and shall be responsible for obtaining,



maintaining, and displaying all permits required for the Event and the serving of alcoholic beverages thereat, if applicable.

4. RENT

- 4.1 The Lessee covenants to pay to WS Grand, the rental as set out in section 1(j).
- 4.2 The Rental Area Charge entitles the Lessee to the use of the Rental Area for the time specified together with the Additional Equipment and Additional Services set out in section 1(i).
- 4.3 The Lessee shall pay to WS Grand a non-refundable deposit in the amount set out in section 1(j) upon execution of Rental Agreement. Deposit must be made no later than 60 days prior to Event. This acts as a confirmation for Event. No interest shall accrue upon the deposit monies. Unless the License Agreement is terminated pursuant to section 3.5 above, the balance of the rental charges specified in section 3.1 shall be due payable by the Lessee no later than 7 days prior to Rental Date. All rental charges shall be paid in Canadian funds at the address of WS Grand set out above. Interest at the annual rate of 18% (1.5% per month) shall apply to overdue amounts.
- 4.4 The Lessee, in addition to the rental payable hereunder, is responsible for the cost of remedying or restoring all damage or breakage caused by the Lessee, its guests or invitees, which sum shall be added to the rental charges set out in section 1(j) and may be deducted by WS Grand from the Damage Deposit referred to in section 1(j).
- 4.5 The License Agreement may only be terminated by the Lessee by notice in writing to WS Grand no less than 60 days prior to Event. The Lessee acknowledges and agrees that in such event, the Damage Deposit shall be retained by WS Grand.
- 4.6 WS Grand may terminate this License Agreement by notice in writing to the Lessee if the Lessee is in breach of any of the terms of this License Agreement, including without limitation, the payment of the Security Deposit or any monies required to be paid hereunder. The Lessee expressly waives any and all rights that it may have against WS Grand for the termination of this License and agrees that the Lessee shall make no claim against WS Grand arising from such termination and without limiting the foregoing, shall make no claim with respect to loss of profits, loss of economic opportunity, or consequential damages. The termination of the License pursuant to this section shall not prejudice any claims that the WS Grand may have against the Lessee.
- 4.7 The Damage Deposit less any offset thereto as provided for in this agreement shall be returned to the Lessee within 21 days after the Event.

5. LIQUOR

- 5.1 The Lessee is responsible for obtaining any Liquor License required for the Event. Such Liquor License must be displayed in the bar area. No liquor shall be consumed outside the Rental Area.

6. DECORATIONS

- 6.1 The Lessee shall not construct, erect, or place any decorations or other improvements without the prior approval of WS Grand. The cost of all such decorations and improvements shall be the responsibility of the Lessee. Immediately following the Event and within Rental Hours, the Lessee shall remove all decorations and improvements constructed, erected, or placed upon the Licensed Area, and shall repair any damage



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caused by such installation or removal. In no event shall the Lessee use nails, screws, staples, industrial type adhesive tape, or any other manner of affixing decorations or signs which would result in damage to the walls, ceiling, or floor of the Licensed Area. Any existing décor belonging to WS Grand and forming part of the Rental Area cannot be removed or altered in any way without express written consent of WS Grand. The Lessee shall pay the cost of such removals or alterations and returning to original placement.

- 6.2 WS Grand may remove any decorations, signs, or improvements that have not been approved, and the Lessee shall pay the cost of such removal.
- 6.3 The Lessee shall not use nor permit the use of confetti anywhere in the building including Rental Area.
- 6.4 The Lessee shall not overload the electrical service provided by WS Grand.

7. **NUISANCE**

- 7.1 The Lessee shall ensure that the Event is confined strictly to the Rental Area. The Lessee shall conduct the Event in a lawful and orderly manner and shall not do, or permit anything to be done to the Licensed Area that may become a nuisance, annoyance, or cause damage or inconvenience to WS Grand or the building in which the Licensed Area is situated.
- 7.2 WS Grand, and its manager and employees, in their sole discretion shall determine what constitutes a nuisance, annoyance, damage, or inconvenience and the extent of the Lessee's responsibility thereof, and WS Grand's decision in this respect shall be final. WS Grand may issue any orders or discretions that WS Grand feels are necessary or advisable with respect to any nuisance, annoyance, damage, or inconvenience and the Lessee shall forthwith comply with same.
- 7.3 The Lessee shall ensure that any public address system, music, or entertainment does not exceed levels of volume, which WS Grand, in its sole discretion, finds reasonable, nor which exceeds municipal standards.

8. **RELEASE AND INDEMNITY**

- 8.1 The Lessee agrees that WS Grand shall not be liable for any bodily injury to or death of, loss or damage to any property belonging to, the Lessee or its employees, invitees, or guests or any other person in, on, or about the Licensed Area or Building, or for any interruption in the Event carried on in Licensed Area.
- 8.2 The Lessee releases and discharges WS Grand from any and all actions, causes of action, claims, damages, demands, expenses, and liabilities which the Lessee now or hereafter may have, suffer, or incur, notwithstanding that the negligence or other conduct or omission of WS Grand or anyone for whose conduct WS Grand is responsible may have caused or contributed to such matter.
- 8.3 The Lessee agrees to indemnify and save harmless WS Grand in respect of all claims for bodily injury or death, property damage, or other loss or damage arising from the Event or any act or omission of the Lessee or any agent, employee, invitee, or guest of the Lessee, and in respect of all costs, expenses, and liabilities incurred by WS Grand in connection with or arising out of such claims, including the expenses of any actions or proceeding pertaining thereto, and in respect of any of its covenants and obligations under this License Agreement. This indemnity shall survive the expiry of termination of this License Agreement.



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- 8.4 If WS Grand is restricted from or unable to supply the Rental Area on the Rental Date during all or any portion of the Rental Hours for reasons beyond the reasonable control of WS Grand, including governmental action, strikes, lock-outs, failure of utility services, fire, earthquake, wind, lightening, insurrection, failure to obtain any of the Additional Equipment or Services, the Lessee releases WS Grand from all liability, costs, expenses action, claims, or suits. If WS Grand is unable or restricted from providing Rental Area for any other reason, the Lessee does hereby acknowledge and agree that WS Grand maximum liability arising from costs, expenses actions, claims, or suits which the Lessee may have either in law or equity is limited to an amount equivalent to the Basic Facility Rental as set out in section 1(h) hereof.

9. **PARKING**

- 9.1 The Lessee, and its agents, employees, invitees, and guests shall park only in areas designated by WS Grand and shall comply with all parking regulations governing such designated areas. If the Lessee, or anyone associated with the Lessee park vehicles in restricted areas WS Grand may tow away such vehicles at the Lessee's expense.

10. **GENERAL**

- 10.1 All rights and liabilities herein given to, or imposed upon the respective parties hereto, shall extend to and bind the several respective heirs, executor, administrators, successors, and assigns of the said parties such that unless the contrary intention appears. The words "Licensor" and "Licensee" shall mean respectively "Licensor and its successors and assigns", and "Licensee, and its executors, administrators, successors, and permitted assigns". If there is more than one Licensee or the Licensee is an individual person, this License Agreement shall read with all grammatical changes appropriate by reason thereof. If there shall be more than one Licensee, they shall all be bound jointly and severally by the terms, covenants, and agreements herein. No rights, however, shall inure to the benefit of any assignee, sub-lessee, licensee, or concessionaire of the Licensee unless the assignment, subletting, license or concession has been approved by the Landlord in writing.
- 10.2 Time shall be of the essence of this agreement, save as herein otherwise specified.
- 10.3 The License Agreement contains the entire agreement of the parties in respect of the Licensed Area and the Lessee's use and occupation thereof and may not be amended except by a written instrument executed by both parties. Both parties intend and acknowledge that this License Agreement supersedes, replaces, and merges all previous or concurrent agreements, arrangements and discussions, whether oral, written, customary or otherwise, regarding the Lessee's use and occupation of the Licensed Area.
- 10.4 The License Agreement shall be constructed in accordance with the laws of the province of British Columbia.
- 10.5 The Lessee shall pay the appropriate fees, depending on whether music and/or dancing will be part of the event herein as per Tariff 8, the Society of Composers, and Music Publishers of Canada (SOCAN).

In witness whereof the parties have executed this License Agreement on the date above written.



We, the undersigned agree to the above:

Lessee Signature: _____

Witness Signature: _____

Date: _____