

# Plast Huculak Center

## Licence Terms & Conditions

### 1. Booking Details and Fee

- a. Other facility and office services (e.g., fax, phone, message-taking, special lighting, sound, staging, piano tuning, set-up, tear-down, or security) are not included in the base fee.
- b. No storage space is provided unless expressly agreed to. Clean-up and disposal charges will be levied in accordance with related costs and an additional administrative fee equal to these costs.
- c. Plast shall provide to Licensee all keys, access control codes, and other items necessary to give Licensee access to the Licensed Area.
- d. Licensee shall tender to Plast all keys, access control codes, and other items for access within 24 hours of the end of the Term.

### 2. Security Deposit

A security deposit may be required to protect Plast against damage and to ensure that the terms and conditions have been fulfilled. If required, the security deposit is to be paid on or before the Term commencement or, where applicable, the date of the event(s). The security deposit will be returned in full following the end of the Term less any portion necessary to pay for damages to the Centre or Licensed Area by the Licensee or its use.

### 3. Fee Payment

- a. The full licence fee due is payable to Plast upon receipt of invoice from Plast. Cheques should be made payable to: Plast Toronto Branch. Send E-transfers to: [toronto.stanycia@plastcanada.ca](mailto:toronto.stanycia@plastcanada.ca)
- b. If the Licensee fails to pay any amount when due, interest shall accrue upon the unpaid balance at the rate of 2.5% per month until it is paid. Licensee shall also be liable to Plast for any legal fees, court costs, and other expenses associated with collection.

### 4. Cancellations or Changes to Bookings

- a. The Licensee may cancel or amend any Booking upon at least 48 hours prior written notice before the Booking time. Where prior written notice of less than 48 hours is given for a cancellation, Plast reserves the right to charge the Licensee at their discretion an amount no more than the cost of that Booking.
- b. Plast reserves the right to cancel or alter any Booking at any time with or without cause. Plast does not guarantee an alternative booking when exercising this right. Licence fees for altered or cancelled bookings will be waived, refunded, or applied as credit for future bookings, as agreed upon with Licensee.
- c. Plast is not responsible and shall not be liable for any damages, losses, or costs for failing to supply the facility for the Licensee's activity due to circumstances beyond its control including, without limitation, severe weather, hydro failure, etc.

### 5. Use

- a. The Licensee shall use the Leased Area only for agreed upon use, which the Licensee shall ensure is permitted by zoning by-laws and other applicable laws. The Licensee acknowledges that the Plast makes no representation or warranty as to the Licensee's ability to use the Licensed Area for its intended use
- b. The Licensee covenants that it has secured all permits, licences, consents, approvals, and other rights necessary to enable it to enter into an agreement and carry out its use and agrees to provide Plast with proof of having secured same, if required.

### 6. Licensee Acknowledgements and Obligations

- a. The Licensee accepts the Licensed Area and Centre in its current condition and state of repair.
- b. The Licensee shall immediately give written notice to Plast of any damage that occurs to the Licensed Area from any cause. With the exception of reasonable wear and tear and damage by fire, lightning and storm, repairs to damage caused by the Licensee will be deducted from any security deposit described or charged to and paid by the Licensee forthwith.

- c. The Licensee agrees that set-up, tear-down, and clean-up is its sole responsibility and is to be completed during Booking times, and such tasks include, without limitation:
  - Set-up and put away tables, chairs, and any equipment borrowed;
  - Leave the Licensed Area and other areas used in same condition as found;
  - If the kitchen is used, clean sinks, counters, stoves, etc.;
  - Remove all personal property, trash and debris, and other items not present in the Licensed Areas immediately prior to the Booking;
  - Close all windows, turn off all air conditioners and Hepa filters, and turn off lights;
  - If last to leave the building, turn off all lights in common areas and ensure all 4 entrance doors are locked and closed.
- d. Licensee's promotions will clearly represent the name of the Licensee, distinguish between the Licensee/event name and location, and only be publicized following Plast's receipt of any required security deposit, down-payment, and the signing of an agreement.
- e. The location of the event shall be listed as "Plast Huculak Centre" ("Пластова Домівка ім. Гуцуляків") on any promotional material distributed by the Licensee. The Plast telephone number may not be used on any publicity.

#### 7. Conduct in Centre and Licensed Areas

- a. No food or beverages, except water, are allowed in the Auditorium or Gymnasium, unless approved in advance in writing by Plast.
- b. There is absolutely no smoking or vaping permitted in the Centre, the Licensed Area, the building, or near exits and entrances, and no gaming (i.e., no lotteries, raffles, bingos, etc.) is permitted in the Centre unless approved in advance in writing, by Plast, and required permissions are provided.
- c. Drones in the Centre are prohibited including, without limitation, in the Licensed Area.
- d. There is absolutely NO TAPE to be used on the Gymnasium floor. Tape is not to be used on any other floors without prior permission. Any tape that is laid down with permission MUST be removed at the end of each Booking. Clean-up charges will be levied in accordance with related costs and an additional administrative fee equal to these costs for any non-compliance.
- e. Alcoholic beverages are permitted for selected spaces only upon presentation and posting of a valid liquor licence and upon payment to Plast of a negotiated surcharge in advance of the event.
- f. Measured noise levels shall not exceed 100 decibels in the Auditorium or 80 decibels in other rooms.
- g. The pianos and other equipment are not to be used without permission or prior arrangement.
- h. If a set or special furniture or equipment is being used, it should not in any way interfere with future use of the Licensed Area. No structural changes to the Licensed Area are permitted.
- i. The Licensee shall not allow any hazardous substances into or on the Centre or the Licensed Area. The Licensee shall immediately notify Plast of the existence of any hazardous substance in the Centre or the Licensed Area of which it becomes aware.

#### 8. Parking

Parking is available for the Licensee and its invitees on the south and east side of the Centre's building and in limited spaces on the north-east side. NO PARKING is permitted in the circular driveway off The Kingsway with the exception of two accessible spots and limited spots next to the North-East entrance. NO OVERNIGHT PARKING is permitted. Plast reserves the right to levy extra fees for unauthorized overnight parking and may have unauthorized vehicles towed at owner's expense. All parking and use of driveways in the Centre shall be subject to such rules and regulations as Plast may post or otherwise notify in writing.

#### 9. Insurance and Liability

- a. A licence is at the exclusive risk of the Licensee who shall take out and maintain throughout the Term all-purpose and general liability insurance against claims for bodily injury, personal injury, economic loss, and property damage arising from occurrences in or about the Centre or the Licensed Area or arising from or in any way relating to the Licensee's use or occupancy of the Centre or the Licensed Area, for no less than \$2,000,000.00 in respect of each occurrence. Such insurance shall name "Plast Ukrainian Youth Association of Ontario Toronto Branch" as additional insured under General Liability for your activity while at Centre.
- b. The Licensee covenants and agrees that it will at all times defend, indemnify, and save harmless Plast, its agents, employees, servants, and those for whom it is in law responsible, from and against any and all actions, claims, demands, liabilities, suits, and damages, whether threatened or actual,

which may arise directly or indirectly, as a result of any act, default, or omission on the part of the Licensee, its officers, servants, employees, agents, or invitees. This indemnity will be in respect of all losses including, without limitation: injury or death of any person; physical damages to any property; legal actions; loss of reputation or business opportunities; liability associated with the use, promotion, scheduling, or availability of space; that Plast may incur as a consequence of the actions of Licensee or any of Licensee's guests.

- c. For the purposes of the foregoing indemnity, "Plast" includes its members, directors, officers, employees, contractors, and agents.

10. Miscellaneous

- a. If the Licensee breaches any of its covenants, warranties, or obligations, Plast has the right to cancel any or all Bookings without advance notice and/or to refuse any future booking with the Licensee.
- b. The Licensee acknowledges that Plast does not carry SOCAN global royalties and that all royalties due to SOCAN members are payable by the user groups as required.

Music Creator & Publisher	1-866-307-6226	members@socan.ca
Members Music Licensees	1-866-944-6223	licence@socan.ca

- c. Any agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
- d. If any provision of an agreement is held to be invalid or unenforceable, the remaining provisions of the lease, or the application thereof to other circumstances, shall not be affected thereby and shall be held valid and enforceable to the full extent permitted by law.

As of Sept 2024

Subject to change