

**Ontario Investment and Trade Centre (“OITC”)
Facility Usage Agreement
Her Majesty the Queen in right of Ontario as represented by the Minister of
Economic Development, Employment and Infrastructure (the “Ministry”)**

In consideration of permitting the Organization to use the function rooms on a non-exclusive basis, the Ministry and the Organization agree as follows:

1. Subject to the Ministry’s confirmation and consent, the Ministry grants the Organization a licence to use:
 - i. the function room(s) selected by the Organization on the booking pages;
 - ii. the audio-visual equipment selected by the Organization on the booking pages; and
 - iii. the common areas to access such functions rooms, including the washrooms, at the Ontario Investment and Trade Centre located at 250 Yonge Street, 35th floor, Toronto, Ontario (collectively, the “Premises”) on the dates (the "Reserved Dates") and times (the "Reserved Times") and for the event (the “Event”) specified by the Organization on the booking pages.
2. The Organization covenants and agrees to use the Premises and the OITC wireless network (“Network”), if applicable, in the manner and subject to the terms and conditions contained in this agreement.
3. If the Organization requires the use of the Network, it hereby covenants and agrees to be bound by the terms and conditions and provide the Ministry with a duly executed Wifi Access Registration Form in the form attached hereto as Appendix “A”.
4. At the request of the Organization and subject to confirmation by the Ministry, the Ministry shall provide the Organization with the audio-visual equipment specified by the Organization on the booking pages. The Organization shall not, and shall not permit others to, film, photograph or make any recording, including any sound recording or streaming, of the Event without the prior written consent from the Ministry.
5. Outside food and beverages are not permitted on the Premises. If food and beverages are required for the Event, the Organization shall request from the Ministry the list of approved catering service providers and use one of the approved catering service providers for the provision of all food and beverages at the Event. The Organization shall be responsible for all costs associated with the provision of such catering services.
6. If the Reserved Times are either before 9:00 a.m. or after 5:00 p.m., the Organization agrees to pay all fees incurred by the Ministry associated with booking the Premises outside of normal business hours, including fees for room

- rental, staff and security services. The Ministry shall invoice the Organization for such fees. The Organization shall pay the invoice amount upon receipt.
7. The Organization acknowledges and agrees that the Ministry is not responsible for or liable in any way for any damages to, or loss of , any computing, audio visual or any other equipment that the Organization brings to the Premises.
 8. The Organization agrees that the number of persons who will use the Premises will not exceed the room capacity for each function room as specified on the booking pages.
 9. The Organization represents, warrants and covenants that the information supplied by the Organization in submitting its booking was true and complete at the time the Organization provided it and shall continue to be true and complete, including the following:
 - i. the Organization is hosting and primarily responsible for the carrying out of the Event; and
 - ii. the Event is being carried out without profit.
 10. The Organization acknowledges having read and familiarized itself with and agrees to comply with the Emergency Procedures set out in Appendix “A”. In the event of an emergency situation, the Organization undertakes to follow the Emergency Procedures outlined in Appendix “B” and such other directions as may be given by the owner of the Premises or their agent. The Organization agrees to use its best efforts to cause those persons attending the Event to follow these Emergency Procedures. The Organization shall maintain an accurate record of the number of persons attending the Event and upon request, shall advise the Ministry, the owner of the Premises and/or their respective agent, of such number and whether any person attending the Event requires special assistance.
 11. The Organization assumes full responsibility for the conduct of those persons attending the Event and for any misuse or damage of the Premises or any part of the OITC.
 12. Unless prior arrangement have been made and agreed to in writing by the Ministry, the Organization shall return the Premises to the same state of repair and cleanliness in which the Organization found them. The Organization shall remedy, to the satisfaction of the Ministry, any damage, soiling or littering of the Premises caused by any of the Organization, its agents, independent contractors and persons attending the Event. Where in the opinion of the Ministry, the Organization fails to return the Premises to the same state of repair and cleanliness, the Organization shall be liable for any and all costs, losses and damages and hereby covenants and agrees to pay any and all costs, losses and damages incurred by the Ministry in returning the Premises to the same state of repair and cleanliness. All sums expended by the Ministry in returning the

Premises to the same state of repair shall be a debt due and owing by the Organization to Her Majesty the Queen in right of Ontario payable upon receipt of an invoice from the Ministry.

13. The Organization will comply with all laws, regulations and orders of governmental authorities including, but not limited to the City of Toronto Public Health bylaws, banning smoking in all workplaces and indoor public areas.
14. The Organization agrees to conduct itself and to ensure its agents, independent contractors and persons attending the Event, conduct themselves in a courteous and professional manner.
15. The Organization will not put up or exhibit or permit or allow to be put up or exhibited in or on the Premises any sign notice, notice board, painting, design or advertisement whatsoever without the consent in writing of the Client Service Coordinator, OITC.
16. The Organization shall not use or permit the use of the Premises or the Network for, nor do or permit anything to be done in or about the Premises which, in whole or in part, is unlawful, immoral, indecent, obscene, defamatory or otherwise improper.
17. The Organization shall not use or permit the use of the Premises, nor do or permit anything to be done in or about the Premises which:
 - i. will or may create a risk or threat or danger to the building or its contents or to any person in or about the building in which the Premises are located; or
 - ii. will or may constitute a nuisance such as, but not limited to, the making or permitting of any improper or unusually loud noise in or about the building in which the Premises are located.
18. The Organization agrees to indemnify and hold the Ministry harmless for any and all claims made by the Organization, its agents, employees, independent contractors, those persons that the Organization has requested attend the Premises on its behalf or by any other third parties connected with the Event, for actions or damages incurred in connection with its use and occupation of the Premises, including, for greater certainty, use of any audio-visual equipment or the Network, if applicable. The Organization agrees to supply the Ministry with a certificate of liability insurance if requested.
19. The Organization hereby releases and forever discharges her Majesty the Queen in right of Ontario, her Ministers, agents, appointees and employees from all liability and hereby waives all recourses, claims, demands, causes of action or any other claim of any nature whatsoever including without limitation such of these as may be for personal injury, sickness, property damage, death, loss of property or

- damage to property which the Organization, or a person attending the Event, may suffer arising out of, by reason of, or in any way related to or connected with the exercise of the permission hereinbefore described or the use of the Premises, including, for greater certainty, use of any audio-visual equipment or the Network, if applicable, by the Organization, its employees and agents, independent contractors, invitees and licensees, or any of them.
20. The Ministry reserves the right to cancel any reservation prior to the Event and agrees to provide reasonable notice to the Organization. The Organization agrees that the Ministry shall not be liable in any way whatsoever for any loss suffered by the Organization as a result of a cancellation.
 21. This agreement will be governed and construed by the laws of the Province of Ontario.
 22. The Organization acknowledges that the Ministry is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario), as amended from time to time, and that any information provided to the Ministry in connection with booking the function rooms or otherwise in connection with this agreement may be subject to disclosure in accordance with that Act.
 23. The Organization agrees that where, in the opinion of the Ministry, the Organization:
 - i. breaches a term or condition of this agreement;
 - ii. has knowingly provided false or misleading information regarding its booking request or in any other communication with the Ministry concerning the Event;the Ministry may, without liability:
 - a. refuse the Organization's booking;
 - b. cancel the Organization's booking;
 - c. cancel the Organization's reservation; and
 - d. disqualify the Organization from future use of the OITC.
 24. This agreement contains the entire agreement between the parties and supersedes all prior agreements, negotiations, representations, warranties, commitments and offers, whether verbal or written.

Appendix "A"
Wifi Access Registration Form

Appendix “B”
Emergency Procedures