

## SCHEDULE " D "

### TERMS AND CONDITIONS OF RENTAL

#### 1. GENERAL RENTAL TERMS

**1.1** This schedule forms part of the Facility Rental Waiver & Contract – Form 1 (the "agreement" or "Agreement") entered into among 2313846 ONTARIO LIMITED O/A CENTRAL PARK ATHLETICS ("CPA") and the Renter/Lessee (as defined in said Agreement). For general rental terms please refer to the Agreement.

**1.2** The term "Invitee" shall mean anyone who enters into the Complex, Facility or Rented Area including, but not limited to, the Renter, its members, representatives, directors, agents, employees, vendors, decorators, planners, caterers, musicians, disc jockey(s), bartenders, servers, invitees, participants, guests or anyone attending at the Rented Area, the Facility or Complex (whether such person(s) is attending at the invitation of the Renter or otherwise) or anyone for whom the Renter is at law responsible (herein collectively referred to as "Invitees" or "Invitee")

#### 2. INSURANCE

**2.1** Renter is required to carry general liability insurance in the amount of not less than two (2) million dollars (\$2,000,000.00) and to provide CPA with proof of insurance coverage naming CPA as additional insured.

**2.2** Additional insurance coverage may be required for certain activities as determined by CPA, at its sole and exclusive option. Without limiting the generality of the foregoing activities determined by CPA (at its sole and absolute discretion) to be high risk activities ("High Risk Activities") will result in the Renter being required to carry or cause to be carried general liability insurance in an amount of not less than five million dollars and to provide CPA with proof of insurance coverage naming CPA as an additional insured. Said confirmation of coverage must include that all activities are insured up to the full policy limits. CPA reserves the right to request such higher limits of insurance or other types of policies as it deems appropriate and necessary in its sole and exclusive opinion.

**2.3** Where alcoholic beverages are being served the Renter shall be required to: (a) carry general liability insurance in an amount of not less than two million dollars up to five million dollars depending on the event, as determined by CPA, at its sole and exclusive option; and (b) provide CPA with proof of insurance coverage naming CPA as an additional insured. Confirmation of coverage must also include Host Liquor Liability up to the full policy limits.

**2.4** Where Renter does not have coverage in place he/she can purchase insurance through AON Risk Services at the approximate rates listed in the table set forth on Schedule "A" which can be accessed online at <http://www.centralparkathletics.com/wp-content/uploads/PDFS/Facility-Rental-Agreement-SCHEDULE-A.pdf>. CPA is providing Renter the attached insurance options as AON Risk Services has made the listed special rates available to those renting facilities owned, leased or operated by CPA including, but not limited to, the Rented Area (the "Facilities" or "Facility") located at the Complex, HOWEVER, CPA is not in any way associated with or responsible for the actions of AON Risk Services, nor can CPA verify the quality of AON Risk Services products, services, coverage, insurance or any other thing supplied by AON Risk Services to the Renter .

**2.5** Where Renter has existing liability insurance coverage it shall provide CPA with a copy of the certificate insurance specifying the following:

- a) Two Million dollars (\$2,000,000.00) liability insurance coverage per occurrence.
- b) Naming 2313846 Ontario Limited o/a Central Park Athletics as 'Additional Insured'

#### 3. DEPOSITS AND PAYMENTS

**3.1.** The Renter agrees to deposit with CPA the sum set out as a deposit on Schedule "B" annexed hereto (the "Deposit") upon the signing of this agreement (or on or by such other date as is specifically set forth in the said Schedule "B") as security for the payment of any and all fees associated with the rental; all other amounts for which the Renter is or may become liable; and for the observance and performance of the provisions of this Agreement to be observed and performed by the Renter hereunder. In addition to the aforementioned, and without limiting CPA's rights at law, in equity and hereunder, the Deposit may be kept in full or in part, if: the Renter exceeds the rental time set forth herein; other charges are incurred by the Renter for additional services or products; if the Rented Area is left in a condition that requires extra staff time to clean; CPA elects to apply said Deposit towards any property owned by CPA which has been damaged as a direct or indirect result of the Renter's use of the Rented Area and Facility. If any amount payable hereunder is not paid when due or if the Renter fails to perform or observe any of its agreements set forth herein, CPA may deduct and retain from the Deposit an amount equal to the amount due and unpaid or deduct any and all costs and expenses suffered or incurred by CPA by reason of or in consequence of such failure by the Renter.

For purposes of clarity, where said Deposit is applied and there is a short fall regarding payment for the aforementioned, the Renter shall continue to be responsible for the payment in full of such shortfall.

**3.2.** The Deposit shall not bear any interest.

**3.3.** The Renter shall pay all of the amounts specified in Schedule "B" of this agreement on or before the dates specified in said Schedule "B" . Schedule "B" shall detail all rentals and services to be provided by CPA to the Renter together with all costs, fees, charges and expenses associated with said rentals and services.

#### 4. GENERAL TERMS & CONDITIONS

**4.1** The use of special apparatus (including, but not limited to, smoke machines, fog machines, bubble machines, inflatables, scissor lifts, helium tanks, skyjacks, pyrotechnic apparatus, ladders, speakers etc.) must be approved in writing by CPA no less than three weeks prior to the Start Date. Any additional requirements imposed by CPA, (at its sole and exclusive option) for the use of such apparatus (including, but not limited to, additional insurance requirements) must be adhered to or otherwise satisfied by the Renter.

**4.2** Helium balloons and helium tanks are only permitted where CPA has consented to same in writing, such consent shall be at the sole and absolute discretion of CPA. If non-secured balloons escape in the Rented Area, Facility or Complex, the Renter may be charged an additional fee. Any helium tank brought into the Complex by the Renter or its Invitee shall be removed from the Complex by the Renter prior to the Start Time.

**4.3** CPA is required to remit a SOCAN fee on the Renter's behalf where any type of music or dancing occurs within the Rented Area during a rental or otherwise. The then current tariff shall be added to the Renter's final rental fees.

**4.4** As it relates to decorating the Rented Area:

- (a) the Renter shall be responsible for its own actions as well as the actions of its Invitees all of whom must abide by the terms of this agreement as a whole including, but not limited to, article 4;
- (b) Candles are permitted if they are used on a birthday cake, however, all other use of candles or open flames must be pre-approved by CPA in writing, such consent shall be at the sole and absolute discretion of CPA;
- (c) The use of tacks, nails, staples, glue or any other instrument that will damage CPA's property (including, but not limited to, walls, tables, chairs or window treatments) is strictly prohibited;
- (d) Tape of any kind shall not be used on the walls, carpet, floor or any surface in the Rented Area, Facility or Complex unless such tape to decorate the Rented Area does not leave a residue once the Renter's decorations are removed;
- (e) All decorations must be restricted to the Rented Area unless the Renter obtains the prior written approval of CPA, which consent shall be at the sole and absolute discretion of CPA.

**4.5** CPA shall not be liable for any personal injury, damage, loss or other liability whatsoever sustained by the Renter or its Invitees. Without limiting the generality of the foregoing, CPA shall not be liable for any damage to or loss of any property brought into the Complex, the Rented Area or the Facility by the Renter or its Invitees. In this regard the Renter acknowledges that CPA does not provide content insurance.

**4.6**As part consideration for CPA renting the Rented Area to the Renter, the Renter represents, covenant, warrants and agrees to protect, indemnify and save harmless CPA together with its servants, agents, invitees, officers, directors, employees and assigns from all liabilities, fines, suits, claims, demands and actions of any kind or nature for which CPA shall or may become liable or suffer by reason of any breach, violation or non-performance by the Renter or its Invitees of any term, covenant, or proviso hereof, or by reason of any loss, injury, and/or death occasioned to or suffered by any person or persons or any property through any act, omission, negligence or default by the Renter or any of its Invitees; such indemnification in respect of any such breach, violation or non-performance, damage to property, injury, loss or death occurring during the term of the agreement shall survive any termination or expiration of this agreement, anything in this agreement to the contrary notwithstanding.

**4.7**Without limiting the generality of 4.6 above, the Renter represents, covenants, warrants and agrees (and acknowledges that CPA is relying upon the same in entering into this agreement) that it shall:

- (a) accept full responsibility for itself and the actions and omissions of its Invitees while attending the Center, the Facility and/or the Rented Area, and shall remain liable for same;
- (b) accept full responsibility for the actions and omissions of any person attending the Rented Area and shall ensure that: (i) anyone not permitted in the Rented Area (and that portion of the Facility detailed herein) is removed from the Rented Area and said portion of the Facility ; and (ii) CPA is notified of anyone not permitted in the Rented Area (and that portion of the Facility detailed herein);
- (c) remain liable for any loss or damage to the Center, Facility, and Rented Area or property therein, together with any fines or charges incurred by CPA as a result of the acts of the Renter and or its Invitees;
- (d) take all reasonable measures necessary, at the Renter's sole cost, to: (a) prevent any damage to the Centre, Facility and Rented Area by the Renter and/or Invitees; and (b) ensure the safety and security of the Renter, its Invitees and all those present at the Centre and Facility;
- (e) take all reasonable measures necessary to ensure that the use of the Rented Area by the Renter and its Invitees does not threaten the safety and security of any person or persons present at the Centre, Facility and Rented Area including, but not limited to, the Renter, its Invitees and all those present at the Centre;
- (f) shall observe and abide by any and all policies, rules and regulations, which CPA may establish from time to time (the "Rules and Regulations") a copy of which is incorporated by reference into the Agreement as Schedule "C" which is available online at <http://www.centralparkathletics.com/wp-content/uploads/PDFS/Facility-Rental-Agreement-SCHEDULE-C.pdf> . In addition the Renter shall inform its Invitees of said Rules and Regulations and ensure that the Renter and its Invitees abide by said Rules and Regulations ;
- (g) immediately notify CPA of any of the following:
  - (i) any state of disrepair regarding any part of the Rented Area and Facility;
  - (ii) any damage, loss, casualties, destruction, or injury caused to any property whatsoever;
  - (iii) any emergency situation;
  - (iv) any injury or death to any person attending the Rented Area, Facility or CPA ,

- whether caused by the Renter, its invitees or any other person in attendance at the Facility or otherwise
- (h) not employ persons, purchase or rent supplies and/or equipment or contract for services or incur any indebtedness or liability of any kind or nature whatsoever in the name of CPA. The Renter further covenants and agrees not to use the name and/or trade marks of CPA or any variation thereof, in the advertising or promotion of the Renter's event, interests or activities, whether in connection with this agreement or otherwise, without first obtaining the written consent of CPA, which consent shall be at the sole and absolute discretion of CPA, and the Renter will immediately refrain from such use on receipt of notice from CPA. The Renter shall immediately notify CPA of any matter or circumstance of which it is aware which may have an adverse effect on CPA's names or trade marks or any of CPA's other names or trade marks.

The Renter agrees to indemnify and hold harmless CPA against all loss, costs, claims or demands arising from the breach of the Renter's covenants hereunder and this shall not in any way limit the Renter's covenant to indemnify and hold harmless CPA as set forth in any section(s) of this agreement. This clause 4.7 shall survive the expiration or other termination of this agreement.

**4.8** In addition to 4.7 the Renter represents, covenants, warrants and agrees (and acknowledges that CPA is relying upon the same in entering into this agreement) that it shall compensate CPA for any damage or loss to property located in the Complex,

resulting from the use of the Rented Area and Facilities, where such damage or loss is occasioned by the Renter, its Invitees, or otherwise. This clause 4.8 shall survive the expiration or other termination of this agreement.

**4.9** Serving Alcohol at the Facility:

- i. The sale and/or consumption of alcoholic beverages without the proper licence or permit is strictly forbidden.
- ii. In order to serve alcohol at the Facility the Renter must obtain a special occasion permit for the provision of alcohol (the "Special Occasion Permit"). Anyone wishing to obtain a Special Occasion Permit must be at least nineteen (19) years of age.
- iii. The Renter confirms, warrants and covenants that it is of the proper age and has the proper authority to enter into this agreement and, where applicable, has obtained a Special Occasion Permit.
- iv. Failure by the Renter or its Invitees to comply with any liquor control regulations will result in the immediate cancellation of this agreement and notification to the proper authorities.
- v. A copy of the Special Occasion Permit must be submitted to CPA for any event that will include alcohol.
- vi. Such events must be in full accordance with the requirements of CPA's Rules and Regulations which can be accessed online at <http://www.centralparkathletics.com/wp-content/uploads/PDFS/Facility-Rental-Agreement-SCHEDULE-C.pdf>.
- vii. The Renter shall provide CPA with proof, satisfactory to CPA in its sole and exclusive opinion, that all persons serving alcohol are Smart Serve trained.
- viii. The Renter shall: (i) provide monitors sufficient (as determined by CPA in its sole and absolute opinion) to effectively monitor the entrances and exits of the Rented Area; and (ii) provide CPA a list of the full names of all said monitors together with contact information for same.

**4.10** It shall be the responsibility of the Renter to provide all outstanding special permits (including, but not limited to, any Special Occasion Permit, etc.) within the time designated by CPA.

**4.11** The Renter shall not be permitted to use its own servers, bartenders, baristas and/or other staff.

**4.12** Where applicable the Renter shall submit a final copy of the floor plan to CPA no later than three weeks in advance of the Start Date.

**4.13** The Renter acknowledges, covenants and warrants that it shall supervise, at all times, all of its Invitees in a manner effective in ensuring their safety and well-being and the well-being and safety of others in attendance at the Center and Facility.

**4.14** The Renter acknowledges, covenants and warrants that it shall ensure that the Renter and its Invitees: (i) conduct themselves in an orderly manner; (ii) conduct themselves in a manner consistent with the terms of this agreement; and (iii) comply with all Federal, Provincial and Municipal laws, by-laws and regulations. Failure to do so may result in the cancellation of this agreement and, at the sole and exclusive option of CPA (in addition to any other rights it may have a law, contract and equity, which are herein reserved) it may immediately remove the Renter as well as any other person (including, but not limited to, the Invitees) object or thing, from the Facility. In addition, the Renter represents, warrants and covenants (and acknowledges that CPA is relying upon the same in entering into this agreement) that the Renter shall not:

- (a) use or permit the use of any part of the Facility nor do or permit anything to be done in or about the Facility which, in whole or in part, is immoral, indecent, obscene, defamatory or otherwise improper or detrimental to the name of the Complex, Facility and/or CPA;
- (b) permit smoking in or about the Complex except in such rooms or locations as may be designated for such purpose by CPA;
- (c) use or permit the use of any part of the Facility nor do or permit anything to be done in or about the Facility which: (i) will or may create a risk, threat or danger to the Complex or its contents or to any person in or about the Complex; or (ii) will or may constitute a nuisance including, but not limited to, the making or permitting of any improper or unusually loud noise in or about the Complex.

- 4.15** This agreement is not transferable. Accordingly, the Renter shall not exchange, sell or otherwise transfer the use of the Rented Area as set out herein to any other person or group without the written consent of CPA, such consent shall be at the sole and absolute discretion of CPA.
- 4.16** All property of the Renter and its Invitees must be removed from the Rented Area and Facility immediately following the End Time unless special arrangements for storage are made with CPA in advance in writing.
- 4.17** CPA is not responsible or liable for any costs, fees, monies or any other loss whatsoever for failure in supplying the Rented Area due to circumstances beyond its control. In such cases, consideration may be given for possible reimbursement in part or in full for non-use.
- 4.18** The Renter agrees to pay any costs for repairs and cleaning, over and above the normal cleaning that might be required to return the Rented Area to the same conditions it was found, prior to the rental. The Renter further agrees to place all refuse in garbage bags or receptacles designated by CPA and noncompliance may result in additional charges to the Renter. This clause 4.18 shall survive the expiration or other termination of this agreement .
- 4.19** In the case where the approved hours and capacity stated on an agency's or third party's permit (i.e. L.L.B.O. permit) conflict with those set out in this agreement, the later commencement time, earlier termination time and lower capacity will take precedence.
- 4.20** This agreement may be executed in any number of counterparts with the same effect as if all parties had signed the same document. All counterparts shall be construed together, and shall constitute one and the same Rental Permit.
- 4.21** CPA reserves the right at its sole and exclusive opinion to place police supervision or approved security staff at any event it determines would be required (or prudent), at the sole cost and expense of the Renter.
- 4.22** CPA and its agents reserve the right and authority to enforce the Rules and Regulations applicable to the Facility and to refuse admission to, or remove, any person or groups from the Complex who are not in compliance with the same.
- 4.23** Smoking is strictly prohibited within the Facility and Complex. The Renter shall inform its Invitees of the designated smoking area(s) and ensure that no person(s) smokes in an area other than the designated areas.
- 4.24** As it relates to the emergency, fire, and safety plan applicable to the Complex, the Renter shall: (a) become fully educated on all emergency, fire, and safety plans applicable to the Facility and Complex including, but not limited to, the location of all emergency exits; (b) inform its Invitees of said emergency, fire, and safety plans and the location of all emergency exits; and (c) ensure that the Renter, together with its Invitees abide by said emergency, fire, and safety plan. Without limiting the generality of the foregoing the Renter shall ensure that all exits remain clear at all times.
- 4.25** CPA has the right to refuse: the use of any Rented Area; the use of all or any portion of the Facility; and any services until all monies owing to CPA from the Renter have been paid in full.
- 4.26** CPA must be notified in writing of any cancellation of rentals not less than three (3) months prior to the Start Date. Where proper notice of cancelation has been delivered by the Renter to CPA, CPA may refund the Renter any monies paid to CPA less: (a) any non-refundable deposits; (b) administration fees being charged; (c) other fees charged; and (d) any costs paid by CPA for services rendered, products ordered, and additional services. Where the Renter fails to provide the Renter with proper notice or provides notice to CPA less than three (3) months prior to the Start Date, no refunds of any kind will be issued to the Renter for said cancellation.
- 4.27** CPA reserves the right to cancel this agreement and the associated rentals and services should there be a breach of any of the terms and conditions set forth herein or where CPA determines, in CPAs sole and exclusive opinion, that the Rented Area or Facility is not being used for the purpose set out herein.
- 4.28** The Renter shall inspect the Rented Area prior to use. Following said inspection the Renter shall immediately report any state of disrepair, damage, or unsafe conditions to CPA, failing which the parties hereto agree that the Rented Area shall be deemed to be free of any state of disrepair, damage, or unsafe conditions as at the Start Date. The Renter shall not use the Rented Area if it is unsafe, and shall ensure that none of the Renter's Invitees shall use CPA if it is unsafe. The Renter acknowledges that CPA has not provided any representation or warranty or other assurance regarding the suitability of the Facility for use by the Renter.
- 4.29** The Renter is permitted to use the Rented Area for the purposes stated in 1.2 herein only. Without limiting the generality of the foregoing, the Renter shall not under any circumstances, engage in any of the following activities: posting or displaying offensive material; use open flames (including, but not limited to, sparklers or similar items); use pyrotechnics or fog machines; playing any game of chance without obtaining a permit, license or other required consent from the appropriate authorities; and any other inappropriate activity as determined in the sole and absolute opinion of CPA.
- 4.30** Any approval, consent or waiver given by CPA may be withdrawn, revised or revoked at any time and CPA shall not be liable for any loss or damage arising as a result thereof.
- 4.31** In the event that the Complex or any part thereof including, but not limited to, the Facility or Rented Area shall be destroyed or damaged or rendered unfit for occupancy by fire, flood, act of God or other action of the elements or if any other public authority, casualty, strike, lockout, labour dispute, accident, failure of equipment or utility service or unforeseen occurrence shall prevent, interrupt or interfere with the fulfillment of this agreement by CPA, then the performance by CPA and the Renter of their respective obligations under this Agreement shall be excused to the extent that such performance is rendered impossible by such contingency and this Agreement shall be deemed terminated by

both parties without liability to the other. The Renter hereby waives all claim for damages or compensation should this Agreement be so terminated.

- 4.32** CPA, at its option, shall have the sole right to collect, have custody and retain any and all articles left in the Complex by the Renter and/or its Invitees after the End Time and the Renter or any one of its Invitees shall not collect or interfere with the collection or custody of such articles. Where CPA elects, at its sole and exclusive option, not to collect or retain any such article(s) the Renter shall be obliged to remove same at a time and date specified by CPA for so doing. Where the Renter fails to remove said article(s) at CPA's request at the time and date specified by CPA, CPA shall arrange for the proper disposal of such article(s) at the sole and exclusive cost of the Renter (which costs may be deducted from the Deposit). This clause 4.32 shall survive the expiration or other termination of this agreement.
- 4.33** CPA reserves the right to eject any person or persons (in the sole and exclusive opinion of CPA) from the Rented Area, Complex, and Facility and in the event of the exercise of this right by CPA acting through any of the its servants, employees, agents, by police, or any other person whomsoever, the Renter on behalf of itself and its Invitees hereby waives any right and all claims for damages relating to the same and shall indemnify and hold CPA harmless in this regard.
- 4.34** CPA or any person authorized by CPA shall have the right to enter any part of the Facility at any and all times and for any and all purpose whatsoever.
- 4.35** No outside food is permitted into the Complex, Facility or Rented Area. All foods are to be purchased from CPA and must be consumed in the Rented Area. For any outside food or beverage brought in without prior written permission from CPA, CPA reserves the right to remove such food items and discard same at its sole and absolute discretion. Where CPA has provided the Renter with prior written consent to bring in certain food items, the Renter acknowledges and agrees that it shall be responsible for all liabilities, fines, suits, claims, demands and actions of any kind or nature by reason of any loss, injury, complaints, illness, poisoning, allergic reaction or death occasioned, suffered by or related to the consumption of any food whatsoever while at the Complex, Facility or Rented Area including, but not limited to, any food which was or may have been prepared, supplied, plated, served, purchased from or otherwise provided by CPA. As part consideration for CPA providing its consent to the Renter to bring in certain food items, the Renter represents, covenant, warrants and agrees to protect, indemnify and save harmless CPA together with its servants, agents, invitees, officers, directors, employees and assigns from all liabilities, fines, suits, claims, demands and actions of any kind or nature for which CPA shall or may become liable or suffer by reason of the aforementioned. Such indemnification herein provided shall survive any termination or expiration of this agreement, anything in this agreement to the contrary notwithstanding.

## 5. MISCELLANEOUS

- 5.1** Communication: Subject to the express provisions of this agreement, all communications provided for or permitted hereunder shall in writing, personally delivered to an officer of the addressee or sent by registered and receipted mail, charges prepaid, or by facsimile transmission or other means of recorded telecommunication, charges prepaid, to the applicable address set forth below or to such other address as either party hereto may from time to time designate to the other in such manner.

<p>Communications sent to the Renter shall be addressed to Renter at Renter's Address as set forth in 1.1. of this agreement.</p>	<p>Communications sent to CPA shall be addressed to:                  2313846 ONTARIO LIMITED                  3400 Grand Marais Road                  Windsor, Ontario N8W 1W7</p>
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Any communication so personally delivered shall be deemed to have been validly and effectively given on the date of such delivery. Communications so sent by registered and receipted mail shall be deemed to have been validly and effectively given on the Business Day next following the day on which it is received, as evidenced by the postal receipt. Communications so sent by facsimile transmission or other means of recorded telecommunication shall be deemed to have been validly and effectively given on the Business Day next following the day on which it is sent. Any party may from time to time change his or its address for service on written notice to the others.

- 5.2** Time of Essence: Time shall be of the essence of this Agreement and of every part thereof.
- 5.3** Waiver: No waiver by any party of a breach of any of the covenants, conditions and provisions herein contained shall be effective or binding upon such party unless the same shall be expressed in writing and any waiver so expressed shall not limit or affect such party's rights with respect to any other acts and things as may be necessary or desirable from time to time in order to give full effect to this Agreement and every part thereof.
- 5.4** Further Assurances: Each of the parties covenants and agrees that he, his heirs, executors, administrators and assigns will sign such further agreements, assurances, waivers and documents, attend such meetings, do and perform or cause to be done and performed such further and other acts and things as may be necessary or desirable from time to time in order to give full effect to this Agreement and every part thereof.
- 5.5** Captions and Sections: The captions and sections of this agreement are for reference purposes only and are not to be construed as part of the context this Agreement .
- 5.6** Successors and Assigns: This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

- 5.7** Gender: All words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties referred to in each case require and the verb shall be construed as agreeing with the required word and pronoun.
- 5.8** Severability: If any covenant or provision contained herein is determined to be in whole or in part, invalid or unenforceable by reason of any rule of law or public policy, such invalidity or unenforceability shall not affect the validity or enforceability of any other covenant or provision contained herein and, in the case of partial invalidity or unenforceability of a covenant or provision, such partial invalidity or unenforceability shall not affect the validity or enforceability of the remainder of such covenant or provision, and such invalid or unenforceable covenant or provision or portion thereof, as the case may be, shall be severable from the remainder of this Agreement.
- 5.9** Entire Agreement: This Agreement expresses the final agreement among the parties hereto with respect to all matters herein and no representations, inducements, promises or agreements or otherwise among the parties not embodied herein shall be of any force and effect. This Agreement shall not be altered, amended or qualified except by a memorandum in writing, signed by all the parties hereto, and any alteration, amendment or qualification thereof shall be null and void and shall not be binding upon any such party unless made and recorded as aforesaid.
- 5.10** Execution in Counterparts: This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original and all of which together shall constitute one and the same instrument.
- 5.11** Jurisdiction: This agreement shall be governed in all regards by the laws of the Province of Ontario.
- 5.12** True Copy: All of the parties hereto acknowledge having received a true copy of this document.
- 5.13** Force Majeure: Notwithstanding anything to the contrary in this agreement contained, if either party hereto shall be bona fide delayed or hindered in or prevented from the performance of any term, covenant or act required hereunder by reason of strikes, labour troubles; inability to procure materials or services; failure of power; restrictive governmental laws or regulations; riots, insurrection; sabotage; rebellion; war; act of God; or other reason whether of a like nature or not, not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such term, covenant or act shall be excused for the period of the delay and period for the performance of any such term, covenant or act shall be extended for a period equivalent to the period of such delay. The provisions of this section shall not operate to excuse the Renter from the prompt payment of any payments required by the terms of this agreement.
- 5.14** All those renting any portion(s) of the Facility must be the legal age of eighteen (18) years or older to enter into this agreement. The Renter confirms, warrants and covenants that it is of the proper age and has the proper authority to enter into this agreement.

## **6. INDEMNIFICATION**

- 6.1** As part consideration for CPA renting the Rented Area to the Renter, the Renter represents, covenants, warrants and agrees to protect, indemnify and save harmless CPA together with its servants, agents, invitees, officers, directors, employees and assigns from all liabilities, fines, suits, claims, demands and actions of any kind or nature for which CPA shall or may become liable or suffer by reason of any breach, violation or non-performance by the Renter or its Invitees of any term, covenant, or proviso hereof, or by reason of any loss, injury, and/or death occasioned to or suffered by any person or persons or any property through any act, omission, negligence or default by the Renter or any of its Invitees; such indemnification in respect of any such breach, violation or non-performance, damage to property, injury, loss or death occurring during the term of the agreement shall survive any termination or expiration of this agreement, anything in this agreement to the contrary notwithstanding.

Without limiting the generality of the above, the Renter represents, covenants, warrants and agrees (and acknowledges that CPA is relying upon the same in entering into this agreement) that it shall:

- (i) accept full responsibility for itself and the actions and omissions of its Invitees while attending the Center, the Facility and/or the Rented Area, and shall remain liable for same;
- (j) accept full responsibility for the actions and omissions of any person attending the Rented Area and shall ensure that: (i) anyone not permitted in the Rented Area is removed from the Rented Area; and (ii) CPA is notified of anyone not permitted in the Rented Area;
- (k) remain liable for any loss or damage to the Center, Facility, and Rented Area or property therein, together with any fines or charges incurred by CPA as a result of the acts of the Renter and or its Invitees;
- (l) take all reasonable measures necessary, at the Renter's sole cost, to: (a) prevent any damage to the Centre, Facility and Rented Area by the Renter and/or Invitees; and (b) ensure the safety and security of the Renter, its Invitees and all those present at the Centre and Facility;
- (m) take all reasonable measures necessary to ensure that the use of the Rented Area and Facility by the Renter and its Invitees does not threaten the safety and security of any person or persons present at the Centre, Facility and Rented Area including, but not limited to, the Renter, its Invitees and all those present at the Centre;
- (n) shall observe and abide by any and all policies, rules and regulations, which CPA may establish from time to time (the "Rules and Regulations") a copy of which is available online at <http://www.centralparkathletics.com/wp-content/uploads/PDFS/Facility-Rental-Agreement-SCHEDULE-C.pdf>. The Renter shall inform its Invitees of the Rules and Regulations and ensure its Invitees abide by the Rules and Regulations;

- (o) immediately notify CPA of any of the following: (i) any state of disrepair regarding any part of the Rented Area or Facility; (ii) any damage, loss, casualties, destruction, or injury caused to any property whatsoever; (iii) any emergency situation; (iv) any injury or death to any person attending the Rented Area, Facility or CPA, whether caused by the Renter, its invitees or any other person in attendance at the Facility or otherwise.
- (p) immediately notify CPA of any matter or circumstance of which it is aware which may have an adverse effect on CPA's names or trade marks or any of CPA's other names or trade marks.