One-Time Room Rental & Shared Space Use Agreement

Single Booking | $40.00 per Hour | Province of Ontario

Before You Begin: How to Complete and Return This Agreement

1. Complete every field. Fields marked with an amber asterisk (*) are required.
2. Read all 17 sections and the Schedules, then sign and date the signature page.
3. Pay the full rental fee ($40.00 per hour, plus HST if applicable) in advance using the invoice or payment link issued by Embers for Access Foundation.
4. Return the completed, signed Agreement **together with proof of payment** to **info@embersforaccess.org**. Use the **Submit to Embers by Email** button on the final page, or attach both files to an email with the subject line **Space Agreement: [Organization Name]**.
5. Your booking is confirmed only once Embers has received **both** the signed Agreement and proof of payment.

Parties

Agreement Date *	
Space Provider *	Embers for Access Foundation
Space User / Organization *	

This One-Time Room Rental & Shared Space Use Agreement (the "Agreement") is made as of the Agreement Date above between the Space Provider named above (the "Space Provider") and the Space User named above (the "Space User"). Where more than one organization or individual is approved to use the premises, each approved user is responsible for compliance with this Agreement during its own scheduled use.

1. Premises and Scheduled Use

The Space Provider grants the Space User a limited, non-exclusive, revocable right to use the designated clinical, educational, office, meeting or programming room(s) and associated common areas described in Schedule A (the "Premises"), only on the Rental Date and during the booked hours set out in Schedule A (the "Booking"). The room(s) or booked hours may be changed by written agreement, including email. The Space User has no right to occupy or access the Premises outside the booked hours without prior permission.

2. Rental Date and Duration

This Agreement applies to a single, one-time Booking on the Rental Date and during the booked hours set out in Schedule A. The booked hours must include any time needed for setup, programming, cleaning and the final walkthrough required under Section 6. This Agreement ends when the Booking ends and the Premises have been cleaned and vacated, except for those provisions which by their nature survive, including Sections 7 and 12. Any further booking requires a new agreement or the Space Provider's written confirmation and is not automatic.

3. Rent, Fees and Payment

The room-use fee is **$40.00 per hour**, plus HST if applicable, calculated on the total booked hours set out in Schedule A. The full fee is payable in advance and must be received before the Rental Date. The Space Provider may issue an invoice and electronic payment link, including through QuickBooks. Use of the Premises beyond the booked hours requires the Space Provider's prior approval and will be charged at the same hourly rate. Fees are payable without deduction, abatement or set-off except as required by law or agreed in writing.

Return of Agreement and Proof of Payment. The Space User shall return this Agreement, fully completed and signed, together with proof of payment of the full fee, by email to **info@embersforaccess.org**. Acceptable proof includes a payment receipt, an Interac e-Transfer confirmation or a QuickBooks payment confirmation. The Booking is not confirmed, and access to the Premises will not be granted, until both the signed Agreement and proof of payment have been received.

4. Permitted Use and Independent Programming

The Premises may be used only for the professional, educational, therapeutic, recreational, community, consultation, assessment, administrative or related programming approved by the Space Provider and permitted by the applicable lease and law. The Space User operates its own programming independently and is solely responsible for its participants, clients, records, privacy obligations, billing, taxes, professional standards, employees, contractors and volunteers. Nothing in this Agreement creates a partnership, joint venture, employment, agency, clinical-supervision or landlord-tenant relationship.

5. Program Materials, Equipment and Storage

The Space User acknowledges that the Premises may contain specialized, expensive therapeutic, educational, sensory, recreational, clinical or program materials, equipment, technology, furniture and supplies owned by the Space Provider, its affiliates or other programs. These items are not included with room use unless expressly authorized in writing. The Space User, its staff, volunteers, participants, children, families and guests shall not use, touch, move, open, remove, reorganize or permit access to another program's materials or property. The Space User must bring its own materials and supplies for its programming and remove them at the end of each session unless written storage permission has been provided. Property left onsite is at the Space User's risk.

6. Shoes-Off and Cleanliness Requirements

The programming areas are shoes-off spaces unless indoor footwear is required for accessibility, medical or safety reasons. Outdoor shoes must be removed upon entry. After every program or booking, the Space User must vacuum all areas used; clean food, crumbs and spills; remove garbage to the designated disposal area; leave washrooms and common areas reasonably clean; return tables, chairs and shared furniture to their original locations; remove all program materials brought onsite; ensure the Space Provider's materials and storage areas have not been disturbed; and complete a final walkthrough. The Premises must be left in the same or better condition than they were found.

7. Damage, Loss and Replacement

The Space User is responsible for damage, breakage, loss, removal or material misplacement of the Premises, fixtures, furniture, equipment or materials caused by the Space User or its employees, contractors, volunteers, participants, children, families, clients or guests, ordinary wear and tear excepted. Any item that is broken, lost, materially misplaced or damaged must, at the Space Provider's option, be repaired or replaced at the Space User's expense. Replacement shall be based on reasonable fair market replacement value, including reasonable shipping, delivery, installation or related replacement costs. Damage or missing property must be reported promptly.

8. Supervision and Conduct

The Space User is solely responsible for adequate supervision of all children, clients and participants attending its programming. Children and participants must not be left unattended where supervision would reasonably be required. The Space User shall establish appropriate staffing ratios and ensure its personnel are appropriately qualified for their assigned responsibilities. The Space User shall ensure that its staff, families and participants understand and follow the rules of the Premises, including restrictions on the use of other programs' materials.

9. Access, Security, Parking and Shared Areas

Use is limited to approved rooms, scheduled times and reasonable non-exclusive use of common areas made available by the Space Provider. Keys, access codes and security credentials are confidential and may not be copied, transferred, posted or shared with unauthorized persons. The Space User shall comply with all parking, gated-access, drop-off, pick-up and building-access rules and shall not obstruct entrances, driveways, hallways, emergency exits, common areas or another program's operations.

10. Safety, Legal Compliance and Insurance

The Space User shall comply with all applicable federal, provincial and municipal laws, fire and building requirements, accessibility and privacy requirements, professional standards, and reasonable facility policies. Where appropriate to the services or activities provided, the Space User shall maintain commercial general liability and professional liability or malpractice insurance at its own expense and provide evidence of coverage upon reasonable request. Any accident, injury, significant incident, property damage or safety concern must be promptly reported to the Space Provider.

11. Alterations, Signage and Property

No alterations, installations, locks, fixtures, cabling, permanent signage or material changes may be made without prior written approval of the Space Provider and, where required, the head landlord. Temporary program signage may be used only with approval and must be removed following the program.

12. Indemnity

To the extent permitted by law, the Space User shall indemnify and hold harmless the Space Provider, its directors, officers, employees, agents and applicable affiliates from claims, losses, damages, liabilities, costs and reasonable legal expenses arising from the Space User's use of the Premises, its programming or professional services, or the acts or omissions of persons for whom it is legally responsible, except to the extent caused by the negligence or wilful misconduct of the party seeking indemnification. This section survives termination.

13. Default, Suspension and Termination

The parties intend to address minor concerns cooperatively. However, non-payment, repeated failure to clean the Premises, unauthorized use of materials, inadequate supervision, property damage, unauthorized access, unsafe conduct, or another material breach may result in written notice requiring correction. A monetary default must be cured within five (5) days after notice and a non-monetary default within ten (10) days, unless immediate action is reasonably required for safety, insurance, legal compliance or protection of the Premises. The Space Provider may immediately suspend access for serious safety concerns, significant property damage, unauthorized access, loss of lawful access to the Premises, or conduct that places people, property or another program at material risk. Either party may cancel the Booking on reasonable written notice.

14. No Assignment or Sharing of Access

The Space User may not assign this Agreement, sublicense, sublet, transfer, lend or share its approved room access with another organization or individual without the Space Provider's prior written consent and any consent required under an applicable head lease.

15. Supervisors and Points of Contact

Each organization using the Premises must identify its primary supervisor or point of contact and an alternate/on-site contact in Schedule B. Each organization is responsible for ensuring its designated supervisors communicate and enforce this Agreement with their staff, volunteers, participants and families. Changes to designated contacts must be communicated promptly in writing.

16. Notices

Notices under this Agreement shall be in writing and may be delivered personally or by email to the most recent contact information provided by the receiving party. Notices to the Space Provider shall be sent to info@embersforaccess.org. Email notice is deemed received on the day sent if sent before 5:00 p.m. on a business day and otherwise on the next business day, unless a delivery-failure notice is received.

17. General

This Agreement constitutes the entire agreement concerning use of the Premises and supersedes prior discussions on the same subject. Amendments must be agreed to in writing. If any provision is unenforceable, the remaining provisions continue in force. No waiver is effective unless in writing. This Agreement is governed by the laws of Ontario. Electronic signatures and counterparts are permitted. The Space User acknowledges having had the opportunity to obtain independent legal advice before signing.

Schedule A: Rental and Use Details

Complete all fields. These details form part of the Agreement.

Space Provider *	Embers for Access Foundation
Space User / Organization *	
Premises / Room(s) *	
Purpose of Use *	
Rental Date *	
Booked Hours *	to Includes setup and cleanup
Total Booked Hours *	
Hourly Rate (CAD)	**$40.00 per hour**
HST	HST (13%) applies to this fee
Subtotal (CAD)	
HST Amount (CAD)	
Total Fee Due (CAD)	
Payment Terms	Full fee payable in advance, before the Rental Date, by invoice or electronic payment link.

Subtotal, HST and Total calculate automatically in Adobe Acrobat and Acrobat Reader. In other PDF apps, enter them manually.

Schedule B: Supervisors and Points of Contact

List each organization's primary supervisor and an alternate or on-site contact (see Section 15).

Organization	Contact Name	Role / Title	Phone	Email

Row 1 is required and should name the Space User's primary supervisor.

Signatures

By signing, each party confirms it has read and agrees to this Agreement, including Schedules A to C. Type your full name in the Signature field or sign using your PDF reader's Fill & Sign tool.

Space Provider: Embers for Access Foundation

Name	Adina Yankov	Title	Founder and Executive Director
Signature		Date	

I have the authority to bind the Foundation.

Space User / Organization

Name *		Title *	
Signature *		Date *	

I have the authority to bind the Space User.

Additional Approved Organization (if applicable)

Name		Title	
Signature		Date	

Schedule C: Proof of Payment and Return

Complete this page before submitting. Your Agreement is not complete until Embers receives the signed Agreement and proof of payment at **info@embersforaccess.org**.

Payment Method * Select one

Amount Paid (CAD) *

Date Paid *

Transaction / Reference # *

Paid By (Name / Organization) *

☐ **I will attach proof of payment** (receipt, Interac e-Transfer confirmation or QuickBooks payment confirmation) to the email returning this Agreement to info@embersforaccess.org. *

☐ I confirm that this Agreement has been completed and signed by an authorized representative of the Space User. *

Return Checklist

- Signed Agreement (this PDF, saved with your entries)
- Proof of payment (PDF, screenshot or photo of the receipt or confirmation)
- Sent to **info@embersforaccess.org** with the subject **Space Agreement: [Organization Name]**

Submit to Embers by Email

The button checks that required fields are complete, then opens a new email to info@embersforaccess.org with this Agreement attached. **Attach your proof of payment before sending.** The button works in Adobe Acrobat and Acrobat Reader. In other PDF apps, save this file and email it with your proof of payment to info@embersforaccess.org.

Office use only

Received by

Date received

Payment verified ☐ Verified

Access confirmed ☐ Confirmed