STUDIO RENTAL AGREEMENT

THIS RENTAL AGREEMENT (the "contract") is dated 04-Nov-2023.

BETWEEN

Saint Paul University (SPU)
Food and Conference Services
223 Main Street, Ottawa, ON K1S 1C4
613-236-1393, poste 2311
reservations@ustpaul.ca
(the Landlord)

AND

(the Tenant)

WHEREAS the Landlord has rented a studio in the Library to the Tenant and the mutual rights and obligations established by this contract are acknowledged as valid and sufficient by each of the parties, the parties to this contract agree as follows:

1. Studio

The Landlord agrees to rent a studio located in the Library of Saint Paul University to the Tenant, which will be only be used as a research office according to the conditions listed in this contract for a duration and price determined as per confirmation sheet number . Studio tenants may access their studio only during the Library opening hours.

2. Termination

- a) If at any moment during the term of the contract the Tenant abandons the studio, in whole or in part, the Landlord may, at his discretion, legally enter the studio by any means whatsoever and without incurring any liability towards the Tenant for any damage or payment of any kind. The Landlord may at his discretion, rent the studio thus abandoned. If the right of entry is exercised following the abandonment of the studio by the Tenant, the Landlord may consider any personal property belonging to the Tenant and left in the studio as having been abandoned under the Law. If necessary, the Landlord may dispose of personal effects in any manner deemed appropriate and he is exempt from all liability.
- b) Saint Paul University reserves the right to refuse or cancel the rental contract if:
 - I. the use of the premises is subject to or is in conflict with the mission and values of the University and/or in violation of the terms and conditions of the contract;
 - II. the Tenant becomes a debtor to the University

3. Studio Damage

If the studio or other part of the building is damaged as a result of the Tenant's negligence, the rent will not be reduced during the repairs and the Tenant will be responsible for costs associated with the repairs.

4. Maintenance and Use of Studio

- a) The Tenant shall promptly notify the Landlord of any damage or any situation that may significantly interfere with the normal use of the studio or the furniture provided by the Landlord.
- b) The Tenant shall not make (and is not permitted to make) any noise or cause nuisance which, in the reasonable opinion of the Landlord, would interfere with the comfort or convenience of other tenants
- c) Group meetings are not allowed.
- d) Lights and equipment must be turned off when the studio is not in use.
- e) Items prohibited in the rental area: Electric heater, Refrigerator, Microwave, toasters and Hot plates of any kind (including but not limited to cook tops and coffee makers). Single serving coffee machines such as Keurig and Nespresso are authorized so long as they have an automatic shut off feature. No food and drink are allowed.
- f) The Tenant shall keep the studio reasonably clean.
- g) The Tenant shall manage his waste and recycling in a timely, orderly, appropriate and sanitary manner.
- h) The Tenant shall not participate in illegal activities in the studio or immediate surroundings.
- i) The Landlord and Tenant must comply with the health, sanitation, fire, housing and safety standards required by Law.
- j) The Tenant agrees that no poster may be placed and no painting may be done by the Tenant or at the Tenant's discretion in the studio or immediate surroundings.
- k) No lock shall be added or changed. No obstruction of windows or doors is permitted.
- The corridors, passageways and stairways in the building in which the studio is located shall not be used for any purpose other than to reach or leave the studio and the Tenant shall not in any way clutter these areas with boxes, furniture or other materials, nor shall the Tenant place or leave garbage in these areas.
- m) At the expiration of this contract, the Tenant must leave and return the studio to a state equivalent to that when he took possession of it at the start of the contract, with the exception of reasonable use of the premises and normal wear.
- n) The subletting of a studio is strictly prohibited.
- o) The Landlord must conduct periodic evacuation drills to prepare for emergency situations. The Tenant is obliged to participate in exercises involving the whole building. In case of an emergency, the Tenant is required to follow instructions of the Landlord's emergency personnel.

5. Right to Enter

The Landlord has the right to enter the studio at reasonable times to inspect the premises, provided this does not unnecessarily interfere with the Tenant's activities.

6. General rules

- a) The Tenant shall indemnify and hold the Landlord harmless from and against any and all liabilities, fines, lawsuits, claims and demands of any kind for which the Landlord is or may become liable or suffer as a result of the Tenant's breach and non-performance of a commitment, negligence or breach of duty by the Tenant. Compensation for breach or non-performance, property damage, injury or death occurring during the term of the contract shall continue to apply after termination of this contract, notwithstanding any provision to the contrary in the contract.
- b) The Tenant agrees that the Landlord shall not be liable in any way for any personal injury or death to the Tenant or any person for whom the Tenant is responsible who is in the studio or for any loss or damage to property, including cars and contents of cars owned by the Tenant.
- c) Book Loans:
 - I. All the books in the studio must be borrowed from the Tenant's library account. Personal books are allowed.
 - II. The loan period of books in the Reserve is four hours and the Tenant must return them before the end of this period.
 - III. External tenants may not borrow books, unless they are part of the OMNI Library system or are graduates of Saint Paul or Ottawa University.

IMPORTANT DATES AND PAYMENT INFORMATION

Signed contract and confirmation sheet

Due prior to key acquisition

Key Deposit (\$50 CASH Deposit)

Due when acquiring key

- Refundable deposit upon remittance of key
- Non-refundable deposit if the Tenant cannot or does not return the key

Payment(s)

January 1⁴, May 1⁴, September 1⁴

- ALL studio fees will be charged to your students account.
- Automatic added to your uoCampus account Payments can be made with tuition fees.
- Each payment covers a 4 month period

Cancellation

4 weeks notice

• Students will not be refunded if they leave the studio prior to the end of the semester.

I confirm that I have read the attached conditions as well as those on the confirmation sheet.

Tenant's Authorized Signature: _		
<u> </u>		

Date: _____ Name (please print): _____

Please sign and return the contract to Saint Paul University's Food and Conference Services by email or by mail. For more information, please contact us by email at <u>reservations@ustpaul.ca</u> or by phone at 613-236-1393, extension 2311.