

GUEST SUITE AGREEMENT

NAME: _____

SUITE NUMBER: _____ AT ELLIPSE I / ELLIPSE II

TELEPHONE NUMBER: _____

CELLULAR NUMBER: _____

GUEST'S NAME: _____

CHECK IN DATE: _____ CHECK OUT DATE: _____

A. LICENSE TO USE/ OCCUPATION

1. Ellipse hereby agrees to grant to the undersigned resident, the right to use **Guest Suite on the West / East Tower** for the purpose of accommodating his/her guest(s) for the period as set out in Section B(3) below. In consideration of granting the aforementioned license, the resident (“Licensee”) hereby agrees to pay the sum of \$60.00 per Guest Suite per night that the said Guest Suite is used, occupied, and/or reserved for the exclusive use of the said Licensee by **cheque payable to TSCC 1622 / TSCC1650**. The Licensee hereby expressly acknowledges and confirms that the license hereinbefore granted shall not create the relationship of landlord and tenant between Ellipse and the Licensee, and that the occupation of the Guest Suite(s) shall be only as a Licensee as aforesaid.

B. TERMS AND CONDITIONS OF USE

1. The Licensee hereby covenants and agrees to keep and maintain the said Guest Suite and all the furnishings and/or chattels contained therein in a good state of repair and, further that he/she shall be responsible for all damage and/or extraordinary use occasioned to the Guest Suite chattels and/or furnishings resulting from unreasonable wear and tear. Governed by the Declaration and Disclosure statement: General rules and regulations item 16.
2. The Licensee hereby covenants and agrees to ensure their guest(s) abide by the Rules and Regulations of Ellipse which are posted on the interior side of the Guest Suite entrance door. If the guest(s) of the Licensee does not find the rules available in the Guest Suite, the Licensee shall provide a copy of the rules to them. The Licensee hereby covenants and

agrees that he/she shall be responsible and/or liable for any act, claims, damages, nuisance, or liabilities whatsoever occasioned or cause by their guest(s) within Ellipse Shared Facilities.

3. The Licensee hereby confirms and agrees that this license shall commence as of **3:00 p.m. on _____, and shall expire as of 11:00 a.m. on _____**, and the Licensee undertakes to vacate the said Guest Suite on or before that time. **Failure to vacate the said Guest Suite on or before that time will result in a charge of \$60.00.**
4. The Licensee, for itself and on behalf of its guest(s) hereby confirms and acknowledges that Ellipse, or any of its agents, shall not be responsible for the theft, damage or loss whatsoever, for any articles, goods, chattels or otherwise kept or maintained by the Licensee and/or its guest(s), within the aforesaid Guest Suite at their sole risk and responsibility.

The Licensee acknowledges, confirms, covenants and agrees to abide with and be bound by all the aforesaid conditions as evidenced by his/her execution hereof.

I further acknowledge and agree that I shall indemnify Ellipse, or any of its agents in full for any expenses incurred on any injury sustained by any person(s), as hereinbefore described, and to indemnify Ellipse, or any of its agents in consequence of legal procedures. _____ (Licensee's initial)

C. RULES AND REGULATIONS

Guests may use the recreational facilities in Ellipse I and II **ONLY WHEN ACCOMPANIED BY THE RESIDENTS**. Guests are subject to all rules and regulations of the Management. The resident is responsible for ensuring that his/her guests comply with all rules.

1. Guest Suites are available by reservation on a first come first serve basis.
2. Ellipse Shared Facilities may determine such conditions of use of the Guest Suite, as they deem reasonable in their sole and unfettered discretion.
3. The maximum stay for any guest(s) of a resident within the Guest Suites is fourteen (14) nights.
4. The Resident may reserve one (1) Guest Suite up to twelve (12) weeks in advance.
5. Residents are required to book a guest suite in person.

6. A separate **\$200.00 personal cheque refundable deposit** is necessary as security for damage when booking either of the guest suite because the resident is responsible for any damage caused to the suite by the guest and can be further charged for damage costs exceeding the security deposit. An inspection of the suite by the member, accompanied by a security officer, is recommended prior to the guest occupying the suite, and at the end of the guest's stay. An inspection report is provided for your convenience. The security deposit will be refunded promptly if no damage has occurred and all keys are returned.
7. In accordance with the City of Scarborough By-Law 21723, smoking is not permitted within the Guest Suite and all common areas of the Condominium.
8. A guest suite key and a front door access card should be picked up from the management office in Tower I by the resident on the first day of use. Upon the guest vacating the suite, the resident must ensure that the suite is locked and the keys and access card have been returned to the management office.
9. A Visitors Parking Permit shall be obtained from the Concierge Desk upon check in of the Guest Suite.
10. Only local calls may be made using the telephone in the Guest Suite. Long distance calls are prohibited. The Licensee shall be responsible for any extra charges incurred.
11. Problems with the guest suite are to be reported to the management office or the concierge desk.
12. No pets are allowed in the guest suites.
13. No cooking is allowed in the guest suites.

D. CANCELLATION POLICY

1. **All cancellations must be done through the Management Office and must be done in writing. Written notices can be faxed to the management office at 416-438-6094 (Ellipse I) or 416-438-6043 (Ellipse II), marked Attention: Management Office.**
2. A complete refund of the guest suite fee will be returned to the resident if the cancellation is done before/by 3:00 p.m. 48 hours before time of check in.
3. A maximum charge of \$60.00 per suite will be levied on single night cancellations occurring under 48 hours before check in time.
4. Cancellation fees will be deducted from payments received from resident at time of booking. Any monies outstanding after cancellation fees are collected will be forwarded

to the Resident by cheque from the management. The cheque will come through the Management Office. Please allow 6 weeks for cheque.

A copy of the Fire Safety Procedures is posted on the interior side of the Guest Suite entrance door. Please review them.

I acknowledge that I have read, understood, and agree to comply with this Guest Suite Agreements. _____(Licensee's Initials)

CHEQUE RECEIVED FROM: _____ **SUITE:** _____ (I / II)

FEE	AMOUNT	RECEIVED	RETURNED
Guest Suite no.			
Deposit			

Dated at Scarborough this _____ day of _____, _____.

Management's Signature

Licensee's Signature

\$200.00 Deposit cheque received by Licensee

Signature _____

Date received _____

GUEST SUITE CANCELLATION POLICY AND RECEIPT

CANCELLATION POLICY

1. **ALL cancellations must be done through the Management Office and must be done in writing. Written notices can be faxed to the management at 416-438-9431 (Ellipse I) or 416-438-6043 (Ellipse II), attention: Management Office.**
2. A complete refund of the guest suite fee will be returned to the resident if the cancellation is done before/by 3:00p.m. 48 hours before time of check in.
3. A maximum charge of \$60.00 per suite will be levied on single night cancellations occurring under 48 hours before check in time.
4. Cancellation fees will be deducted from payments received from resident at time of booking. Any monies outstanding after cancellation fees are collected will be forwarded to the Resident by cheque from the management. The cheque will come through the Management Office. Please allow 6 weeks for cheque.

RECEIPT

Suite No. _____

From 3:00 pm _____ To 11:00 am _____

No. of Nights _____ x \$60 = \$ _____

Total Guest Suite Fee Paid = \$ _____

Licensee Signature _____

Cheque # _____

Management Signature _____

Dated: _____

Receipt # _____