

MNP TOWER TENANT LOUNGE

Bookable hours:
Weekends 10:00 A.M. to 10:00 P.M.



PRIVATE FUNCTION BOOKING



| MNP Tower Tenant Lounge

We are pleased to offer the MNP Tower Lounge to our tenants in its entirety for exclusive tenant related event bookings between the hours 10:00 a.m. – 10:00 p.m. on weekends (Saturday and Sunday). Bookings must be made 10 business days in advance by contacting the administration office at 780.442.3100 and shall be on a first come first served basis. Amenities (i.e. golf simulator, conference centre) cannot be booked separately during these times. Please note that booking charges will apply. Additional security and cleaning costs may also be applicable. Aspen Properties reserves the right to cancel and/or modify requests, based on business and building requirements.

Booking Details

- Please contact edmontonreception@aspenproperties.ca or 780.442.3100 to make bookings and confirm the requirements for your event.
- Maximum capacity is 70 persons.
- Any special requests (i.e. elevators, catering, security etc.) must be provided a minimum of 5 days in advance.
- Event insurance (*requirements found in Schedule A*) must be provided a minimum of 5 days in advance.
- All catered items must be removed prior to the start of the next day. ***Space to be returned as provided.***

Alcohol Distribution and Use

- A valid AGLC Liquor License must be provided to Aspen Properties a minimum of 5 days in advance. AGLC guidelines and online Liquor License application links below.
- All AGLC guidelines must be complied with.

Emergency Procedures - In case of an emergency including alarm bells, follow normal building evacuations procedures. In the event of a life safety emergency, please call 911.

Smoking/Vaping Etc.: Please note that MNP Tower is always a non-smoking establishment in conformity with the Alberta Tobacco and Smoking Reduction Act and municipal by-laws and regulations. Accordingly, all smoking/vaping is strictly prohibited on the premises.

_____ 1. I acknowledge and understand that any damage made to the premises by the event, or any damage to any contents within the premises shall be the booking parties' responsibility. Any damages shall be billed back for actual costs incurred, plus 15% for administrative fee.

_____ 2. I acknowledge and understand that failure to comply with the above may result in revocation of future Tenant Lounge Booking privileges.

_____ 3. Event insurance will be provided (*requirements found in Schedule A*).

_____ 4. I acknowledge and accept all of the MNP Tower Lounge Private Function Policies.

_____ 5. I acknowledge and understand the costs of booking the Tenant Lounge:

- a. **Booking Fee:** 10:00 a.m. to 10:00 p.m. – Minimum 4-hour charge of \$450. Each additional hour is \$110/hr.
- b. **Cleaning:** (Minimum \$250) **if required. Tenants are responsible to clean up after their booking. Failure to comply will result in cleaning charges.*
- c. **Security:** (Minimum \$300) **if required or requested*

Payments are due within 15 days following the event for any damage.

Payments are made to: Aspen Properties (EDM) GP Inc. o/a 101 Street
Suite #1300, 112 – 4th Avenue SW, Calgary, Alberta T2P 0H3

Signature: _____

Date: MM/DD/YY _____

Print Name: _____

| Event Details

Tenant Name: _____

Tenant Floor/Suite Number: _____

Contact Name: _____

Email Address: _____

Phone Number: _____

Date of booking: _____

Event start time: _____

Event end time: _____

Will non-tenant guests be attending the event: Yes No

Will alcohol be provided: Yes No

Will catering be brought in: Yes No

If Yes to the above, please provide the caterer's details:

Company Name: _____

Phone Number: _____

| Release, Waiver of Claims and Assumption of Risk Agreement

In consideration of my being permitted to utilize the facilities and amenities located at MNP Tower, 10235 101 Street, Edmonton, AB (the “**Property**”) including but not limited to participation in activities and/or programs at the Conference Centre, Tenant Lounge, or Golf Simulator at the Property (the “**Amenities**”) I, _____ (print name) of _____ (insert tenant company name), agree to the terms of and to be bound by this Release, Waiver of Claims and Assumption of Risk Agreement (collectively, the “**Agreement**”).

WARNING: BY SIGNING THIS DOCUMENT YOU GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING YOUR RIGHT TO SUE. READ IT CAREFULLY!

____ 1. I acknowledge and understand that by hosting an event in the Amenities, I may be at risk of serious injury or harm, which includes but is not limited to: death, or serious injuries (collectively, the “Risks”). I am aware of the Risks, and I have full knowledge of the nature and extent of the risks associated with hosting an event in the Amenities.

____ 2. In consideration of permission to host an event in the Amenities, I hereby agree and acknowledge the following: that I, my heirs, executors, legal representatives and personal assigns (collectively “I”), agree to unconditionally release, and hereby do unconditionally waive and release, PSPIB-RE Partners Inc., Aspen Properties Partnership 6 and its partners, Aspen Property Management Limited Partnership., and any other beneficial owner thereof and the respective partners, affiliates and subsidiary corporations of the foregoing entities and their respective officers and subsidiary corporations and their respective officers, directors, agents, insurers, board members, employees, volunteers, agent, independent contractors, assigns, successors, other participants and/or others acting on their behalf (collectively, the “Released Parties”) from any and all claims, demands, actions and causes of action that I now have or may have in the future, or any of the Released Parties for any personal injury, illness, death, property damage or loss sustained by me in connection with, or in any way resulting from, my hosting an event in the Amenities on the Property due to any cause whatsoever, including without limitation, negligence or gross negligence on the part of the Released Parties.

____ 3. I agree and understand that by signing this Agreement I will be forever precluded from: suing or otherwise claiming against the Released Parties, or any of them, for any loss, damage, personal injury, or death that I may sustain through my hosting an event on the Property.

____ 4. I have full knowledge of the nature and extent of the Risks involved in hosting an event in the Amenities. I am freely and voluntarily assuming the risks involved and in doing so I fully understand that I will be solely responsible for any personal injury, death, property damage, or loss sustained by me or any external third parties in connection with, or in any way resulting from, my hosting an event, due to any cause whatsoever, including without limitation, the negligence of any of the Released Parties. Specifically, I acknowledge that in hosting an event in the Amenities I am fully responsible for all legal, medical and any other costs that may arise by virtue of my hosting an event, including legal costs on a full indemnity, solicitor and his own client basis.

____ 5. I agree that, although the Released Parties have taken steps to reduce the Risks and increase the safety of the Amenities, it is not possible for the Released Parties to make the Amenities completely safe. I accept these Risks and I agree to relieve the Released Parties of all liability for all loss or damage arising from any cause whatsoever including without limitation, the negligence of any of the Released Parties.

____ 6. I agree to abide by and faithfully follow all rules and instructions given by the Released Parties relating to hosting an event in the Amenities, as may be established at the sole discretion of the Released Parties, or any of them. I acknowledge that my right to host an event may be terminated immediately by the Released Parties, or any of them, if I fail to comply with such rules and instructions. I also understand and acknowledge that the Released Parties, or any of them, reserve the right to refuse my access to the Amenities if they deem necessary for any reason whatsoever.

_____ 7. I hereby hold harmless and indemnify the Released Parties from any loss, claims, or liabilities of any kind or nature whatsoever arising from personal injury/death or property damage incurred, or loss suffered by me, or external third parties, in connection with the use and/or consumption of alcohol at the Property.

_____ 8. I understand that the Released Parties are not responsible for personal property lost or stolen while members and/or external third parties are using the Properties or are on the Property.

_____ 9. I confirm that I am of the full age of eighteen years and that I have read and understand this Agreement prior to signing it and agree that this Agreement will be binding upon my heirs, next of kin, personal representatives, executors, administrators and successors.

_____ 10. I confirm that I have had sufficient time to read and understand this Agreement in its entirety. I understand that this Agreement represents the entire agreement between myself and the Released Parties. I, on my own behalf, am executing this Agreement freely and voluntarily without any compulsion on the part of the Release Parties.

_____ 11. I agree that this Agreement shall be governed in all respects by and interpreted in accordance with the laws of the Province of Alberta. Further, this Agreement is intended to be as broad and inclusive, and if any portion thereof is held invalid, the balance shall, notwithstanding, continue in full legal force and effect.

HAVING READ, UNDERSTOOD, AGREED WITH, AND ACCEPTED THESE TERMS, I HAVE EXECUTED THIS RELEASE, TO BE EFFECTIVE IMMEDIATELY.

SCHEDULE A
INSURANCE REQUIREMENTS

The Licensee will obtain and maintain at all times during the License Period the following insurance coverage:

- a. commercial general liability insurance on an occurrence basis with respect to the Licensee's use of the Licensed Area and the Building. This insurance must have limits of not less than \$5,000,000 (five million dollars)-per occurrence. The Licensor shall be added as an additional insured and such insurance shall be endorsed to respond as primary and non-contributory with respect to insurance carried by the Licensor.
- b. tenants legal liability on an all risks basis with respect to the Licensee's occupancy of the Licensed Area. This insurance must have limits of not less than \$250,000 (two hundred fifty thousand dollars) per occurrence.

Note: For Licensees who are tenants of the Building, the proof of insurance provided with respect to commercial general liability and tenants legal liability for their leased premises will be considered sufficient.

- c. if Licensee is providing alcohol service, host liquor liability on an occurrence basis with respect to the service of alcohol in the Licensed Area. This insurance must have limits of not less than \$2,000,000 (two million dollars) per occurrence. The Licensor shall be added as an additional insured and such insurance shall be endorsed to respond as primary and non-contributory with respect to insurance carried by the Licensor.

The Licensee will provide the Licensor with a certificate of insurance or other proof of such insurance coverage in a form satisfactory to the Licensor at least five (5) business days in advance of the License Period. Such insurance shall include provisions stating that the insurer will provide the Licensor with not less than ten (10) days prior written notice of cancellation or material change of the insurance coverage.

