

SERVICE ELEVATOR POLICY

Governing the use and reservation of a Service Elevator of

Toronto Standard Condominium Corporation No. 1952 (hereinafter called the "Owner")

1. No person shall place any bulky item in any elevator other than a designated Service Elevator. All bulky items shall be transported only in accordance with the provisions set out in this Policy. All bulky items must be transported only through a designated loading facility and move-in room. No bulky item shall be transported through the main lobby of the building of the Owner.

2. A bulky item shall consist of any furniture, appliance, equipment, construction materials or any other kind of goods, materials, chattels or items of any nature or kind which exceed one meter in height, length or width, or any item weighing in excess of 50 pounds, or any liquid, chemical, combustible or hazardous product of any nature or kind other than those normally designated for household use in small containers and quantities.

3. The Board of Directors of the Owner has restricted the designation as a Service Elevator to only elevator No. 3.

4. The unit owner and/or occupant of a unit of the Toronto Standard Condominium Corporation No. 1952 (hereinafter called the "Resident") shall ensure full compliance by itself and each of the Resident's family, guests, visitors, invitees, agents, contractors, delivery persons or any other person, firm or corporation responsible for delivery of a bulky item or items, with all requirements of this Service Elevator Policy, the provisions of the Declaration, By-laws and Rules of the Owner and all other federal, provincial, municipal or other public authorities laws, regulations, by-laws and ordinances in connection with any aspect of use of an elevator or the transportation of a bulky item on the common elements of the Owner.

5. The Resident shall reserve the Service Elevator by fully and accurately completing and signing an Elevator Reservation Agreement attached hereto which such Resident shall submit together with the Security Deposit referred to in paragraph 6, hereof to the Property Manager of the Owner (hereinafter the "Manager") or a person designated by the Manager at least twenty-four hours in advance of intended use of the Service Elevator or within such shorter time as may be accommodated by the Owner as may be determined in the sole discretion of the Manager. Once the Manager's approval has been given, the Service Elevator may be put on service at the designated time.

6. The Resident shall provide a refundable Security Deposit in the amount of \$500.00 (five hundred dollars) payable by cheque or money order to the Owner for each separate occasion for which the Service Elevator is used, subject to the provisions pertaining to the Security Deposit set out in this Policy.

7. The Service Elevator is available for use during the reservation hours seven days per week. Available time slots will be Monday to Friday 10:00 a.m. – 1:00 p.m., 1:30 p.m. - 4:30 p.m., and 7:00 p.m. - 9:00 p.m. and Saturdays and Sundays 10:00 a.m. – 1:00 p.m., 1:00 p.m. - 4:00 p.m., and 4:00 p.m. - 7:00 p.m. The Service Elevator shall not be used at any hours other than stated herein except with the consent of the Manager, determined at its sole discretion.

8. Prior to the use of the Service Elevator, the Resident shall attend the Service Elevator with the Manager or a person designated by the Manager (hereinafter collectively called the "Management"), and all common elements of the Owner between the loading facility and the destination Unit, in order to complete an Initial Inspection Report in accordance with the form of Inspection Report attached to and forming part of this Policy. Immediately upon completion of transportation of the bulky item or items, the Resident shall attend with the Management to

complete a final inspection of the Service Elevator and pertinent portions of the common elements, whereupon they shall jointly complete the Final Inspection Report. In the event the Resident shall fail to appear within 30 minutes after completion of transportation of the bulky item or items, the Management shall thereafter complete the Final Inspection Report and such Management's noted comments shall be deemed to be accurate and binding upon the Resident and Unit Owner.

9. Prior to transportation of any bulky item or items, approved elevator pads must be properly installed in the Service Elevator.

10. The Resident shall not permit blockage of any corridor, lobby, elevator or other portions of the common elements by any bulky item, persons or other items.

11. Any Resident moving out of the unit shall return to the Management all items which constitute the property of the Owner.

12. Any Resident moving into a unit shall provide a completed Owner/Resident Information Sheet in accordance with the form attached hereto. Such Resident shall complete the foregoing form accurately and completely as may be applicable and shall provide such information to the Management prior to intended use of the Service Elevator. The Resident shall advise the Manager in writing of any subsequent amendments to the information contained in this form.

13. Any Resident moving into a unit, who is not at the same time the owner of such unit, shall provide to Management a copy of the current signed lease agreement between itself and the owner of the unit prior to intended use of the Service Elevator.

14. The Owner shall not be liable for any items lost, damaged, destroyed or stolen from any of the common elements or for any injury, illness, accident or death pertaining to use by the Resident of any of the Resident's family, guests, visitors, invitees, delivery persons or others of the Service Elevator or other common areas of the Owner. None of the Owner, its managers, officers, directors, employees, agents or contractors shall be held liable for any costs, damages or loss of any kind pertaining to any delay in availability of the loading facility, service elevator, corridors, facilities or any other common elements of the Owner.

15. The Resident shall indemnify, save harmless and release the Owner, its directors, officers, managers, employees, agents, independent contractors and unit owners of and from any loss, liability, penalty, fine, suite, action or cause of action, proceedings, injury, accident, illness, death, demand, damages, legal costs, expenses or claim of any nature or kind arising from or pertaining to the breach of any law, regulation, by-law, ordinance, the Service Elevator Policy or any other legal or regulatory obligation or use by the Resident or those for whom the Resident is responsible, of the Service Elevator, facilities, vehicles, contents, personal property or common elements of the Owner. This indemnification and release shall survive termination of the use of the Service Elevator.

16. It is the sole responsibility of the Resident to ensure that they are parked in an allowed area and to inform the Management of the location of all vehicles associated with the move.

17. The Security Deposit may be retained by the Owner in whole or in part as a result of any damages, defect, loss or expense suffered or incurred by the Owner or its managers, employees, officers, directors, agents or contractors to clean, maintain, repair, replace, rectify or compensate the Owner for any breach of any provision of the Service Elevator Policy, the Elevator Reservation Agreement or any other damage, defect, loss, indemnification or expense incurred with respect to any elevator, common elements, assets, unit or person for whom the Owner is responsible, caused by the Resident or those for whom the Resident is responsible. In the event

no such breach, damage, defect, loss, indemnification or expense has been incurred, the Security Deposit shall be refunded to the Resident promptly after Final Inspection of the relevant areas. In the event the Security Deposit is insufficient to rectify such breach, damage, defect, loss, indemnification or expense, the Unit Owner is held responsible and shall pay the amount of such shortfall promptly after receipt of the Owner's invoice with respect thereto.

18. In the event of any common elements, assets or units of the Owner require cleaning, repair or replacement as a result of damage caused by the Resident or those for whom the Resident is responsible, they shall be cleaned, repaired or replaced to a first class quality standard in a good and workmanlike manner using first class quality labour and materials. The Owner shall be entitled to charge standard hourly rates for the cost of labour of the Manager, superintendents or its employees, together with the cost of materials; alternatively, the Unit Owner is held responsible of said costs and shall pay the Owner the cost of labour and materials provided by independent contractors together with an administration charge of 15% thereof.

19. The Unit Owner and Resident shall ensure that upon completion of delivery of the bulky item or items, the Service Elevator, delivery areas, lobbies, corridors, floors, walls, ceilings, light fixtures, systems, doors, windows or any other part of the common elements used by the Resident or those for whom the Resident is responsible are free of any damage, loss, defect, requirement for cleaning, maintenance, repair or replacement of expense caused in connection with the delivery of such bulky item or items. The Unit Owner and or Resident shall ensure that all such areas are left in a clean and broom swept condition free of any spots, stains or defects of any nature or kind arising from such delivery. All empty boxes, moving cartons and debris shall be dismantled and removed immediately from the common elements. Moving boxes shall not be left in the garbage rooms on the floors, but must be broken up and brought down to the moving room. No waste or refuse shall be left in any part of the loading facility or other common areas after a delivery.

**ELEVATOR
RESERVATION
AGREEMENT**



In consideration of the payments and provisions referred to herein and permission to use the designated Service Elevator, the undersigned Toronto Standard Condominium Corporation No. 1952 (hereinafter called the "Owner") and the undersigned Resident at 21 Carlton Street (hereinafter called the "Resident") and the attached authorization of the Unit Owner and or the holder of the Power of Attorney for the Unit Owner (hereinafter called the "Unit Owner") hereby covenant and agree as follows:

1. The Resident and Unit Owner acknowledges that it has carefully reviewed, understands and shall diligently comply in all respects with the Service Elevator Policy attached hereto and forming part hereof. The Unit Owner and Resident acknowledges that the Service Elevator Policy is an essential term and condition of this elevator Reservation Agreement and breach of any portion of the Service Elevator Policy shall constitute breach of the provisions of this Elevator Reservation Agreement and shall entitle the Owner to enforce the Service Elevator Policy in accordance with the provisions of the Condominium Act, the Declaration, By-laws and Rules of the Condominium Corporation and to terminate this Elevator Reservation Agreement.

2. Subject to compliance by the Resident and Unit Owner with each of the provisions set out herein, the Owner hereby permits the Resident to use the Service Elevator designated in accordance with the particulars set out in paragraph 3 hereof.

3. The Resident hereby requests use of the Service Elevator in accordance with the following particulars:

Date of Elevator Use:
Hours of Elevator Use:

4. The Resident hereby submits to the Property Manager of the Owner (the "Manager") or a person designated by the Manager (herein collectively called the "Management"), together with this Elevator Reservation Agreement, a security deposit in the amount of Five Hundred Dollars (\$500.00) payable to the Owner by cheque or money order.

5. The Resident shall complete and submit to the Management the Initial Inspection and Final Inspection on the form of Inspection Report attached hereto and forming part hereof.

6. The Resident moving in shall complete and submit to the Management a completed Owner/Resident Information Sheet in accordance with the form available from the Management. In the case the Resident moving in is not the owner of the unit intended to be moved into, the Resident shall provide to Management a signed copy of current lease agreement between itself and the owner of such unit listed the names of all occupants of the unit intended to be moved into, prior to any elevator use.

7. This Agreement embodies the entire agreement of the parties and there are no other covenants, representations, warranties, conditions, understandings or collateral agreements, oral or otherwise existing between the parties except as herein expressly set out. No change or

modification of this Agreement shall be valid unless in writing signed by each of the parties hereto. This Agreement shall ensure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of each of the parties hereto. This Agreement shall be governed in all respects, including validity, interpretation and effect, by the laws of the Province of Ontario and the parties agree not to dispute the validity of any judgment duly obtained in Ontario in the event such Ontario judgment is waived at any time by the party entitled to the benefit thereof. Each of the parties shall at the request of the other, execute and deliver such documents and do and perform such other reasonable acts and things as may be reasonably necessary or desirable in order to effect a complete consummation of this Agreement.

8. Any notice required by this Agreement to be given shall be deemed to have been duly given if given by facsimile or in writing and delivered directly to the appropriate party or parties or mailed by prepaid regular mail to the office of the Manager and to the Resident's home address set out below or to such other address as any party may notify other party from time to time; provided that the giving of notice by facsimile shall be effective the next day after sending such facsimile and that the giving of notice by mail shall be effective only while the postal services are uninterrupted by postal strike or otherwise and such notice shall be deemed to be effective at 11:00 a.m. on the morning of the fourth day after the date of mailing of such notice.

IN WITNESS WHEREOF the parties have hereunto affixed their hands and seals by the duly authorized persons in that regard this _____ day of (month) _____, 2010

SIGNED, SEALED AND DELIVERED in the presence of

Toronto Standard Condominium Corporation No. 1952

Name and Signature

AND

Resident

Print Name and Signature

Suite # _____ 21 Carlton Street

Cell Phone # _____

Email Address _____

Home Phone # _____

Business Phone # _____

Forwarding Address: _____

❖ Security Deposit Received on _____ (date)

❖ Completed Inspection Form Received (prior to use)

❖ Completed Inspection Form Received (after use)

❖ Security Deposit Returned on _____ (date)

❖ Security Deposit Returned by _____

Security Officer Name

SECURITY TO RETURN CHEQUE TO RESIDENT IF THERE ARE NO DAMAGES TO COMMON ELEMENTS.