

**RULE FOR THE USE OF THE RESIDENTS LOUNGE  
STRATA PLAN BCS 318 - THE ROYALTON**

**TERMS AND CONDITIONS**

1. **Application:**

- ✦ An application for Residents Lounge use may only be made by an Owner of BCS 318.
- ✦ The applying Owner may either be hosting his/her own function, or may be sponsoring a function for someone who is not an Owner, such as the Owner's tenant or a sponsored host.

**Note: The Lounge may not be rented for any type of commercial function, personal or otherwise.**

2. **Deposit:**

- ✦ A \$100.00 deposit is required at the time of application.
- ✦ The refundable deposit will be returned if the Terms and Conditions of this contract have been complied with. In the opinion of the Strata Council and at its discretion, all or a portion of the deposit may be deducted if the Terms and Conditions are violated.

3. **Attendance at Function:**

- ✦ Owner must be in attendance at the Owner's function.
- ✦ Owner must be in attendance if the Owner is Sponsoring a Host other than a tenant.
- ✦ If Sponsored host is the Owner's tenant, it is the Owners responsibility to ensure the tenant is in attendance at the function at all times.

4. **Guest Responsibility:**

1. The Owner is personally responsible for the conduct of the guests attending their function, or their tenant or sponsored host function, to ensure all Bylaws and Rules and Regulations of the Strata Corporation are fully complied with.
2. This responsibility is acknowledged and accepted by signature to the contents of this application.

5. **Parking:**

- ✦ No guest parking is permitted on The Royalton's property. Onsite parking is reserved and violators will be towed without notice or warning. The Strata corporation shall not be responsible for vehicles removed from the property.

6. **Residents Lounge Use Rules:**

- a) **Alcohol:** If alcohol will be present a party Alcohol Liability Insurance policy is available for purchase and must be deposited with the site manager (cost at February, 2003, approximately \$120.00 for \$1 million coverage from P.A.L Insurance Brokers Ltd, 1-800-661-1608). If you do not purchase the Insurance then you MUST sign a waiver form releasing The Royalton from all liability that may arise from your function to you and your guests. Alcohol may only be provided and served by the host.
- b) **Lounge and property access:** Inside The Royalton, guests are limited to the lounge and the lobby areas only. In order to respect the privacy of Royalton residents, guests are not permitted to wander the grounds or amenities area.

- c) **Decorations, streamers, banners, confetti:** due to the texture of the walls and ceiling, nothing shall be attached to these areas, nor is furniture to be moved. No confetti, rice, etc. is permitted in The Royalton or its grounds.
- d) **Cooking:** Cooking of meats, vegetables, etc., is not permitted. However, cold food may be prepared and pre-cooked food may be re-heated.
- e) **Smoking:** Smoking is not permitted
- f) **Candles:** Candles are not permitted.
- g) **Dancing:** Dancing is not permitted.
- h) **Music:** Music, provided by reasonable home stereo equipment, and other entertainment is permitted and shall be kept to reasonable sound levels in order that nearby residents are not disturbed. Music must terminate by 12:30 a.m.
- i) **Time Limit:** The Royalton must be entirely vacated by 1:00 a.m. The owner is responsible for the quiet and orderly departure of all guest and must ensure nearby residents are not disturbed. The owner shall be particularly concerned about vehicle horns and engines, slamming doors, and shouting.

7. **Clean-Up:**

1. The Owner applicant is responsible for all clean-up, and for restoring the Lounge to its pre-function state. This shall be completed by within on hour of the end of the function.
2. Upon completion of clean up the owner must contact a Royalton council member for acknowledgment that the clean up has been satisfactorily attended to.

By my signature below, I agree to the contents of this contract. I have inspected the Lounge, which I consider to be safe and well maintained.

I agree to hold harmless Strata Plan BCS 318 from any liability that may arise from my function.

I further agree that it is understood any misrepresentation as to the nature of the function, or that a breach or non-compliance, of any of the terms and conditions of this contract, or any Bylaw and/or Rule or Regulation of Strata Plan BCS 318, shall result in recovery of costs and/or financial penalties being assessed against me by the Strata council. Those costs or financial penalties will be recovered from the deposit made by the Owner. If the costs and/or penalties exceed the amount of the deposit, any outstanding balance shall be paid by the Owner directly to Strata corporation BCS 318.

Owners are advised that any amount, actual costs or financial penalties, outstanding after application of the deposit may be assessed by the Strata Corporation against the strata lot of the Owner.

\_\_\_\_\_

Date

\_\_\_\_\_

Owner

\_\_\_\_\_

Strata Member

**APPLICATION FOR USE OF RESIDENTS LOUNGE  
STRATA PLAN BCS 318 - THE ROYALTON**

**THIS APPLICATION, ACCOMPANIED BY APPLICABLE CHEQUE(S) AND INSURANCE,  
MUST BE COMPLETED AND RETURNED TO THE COUNCIL A MINIMUM  
21 DAYS PRIOR TO THE FUNCTION**

**OWNER TO COMPLETE SECTION A, B AND C:**

**A. NAME OF OWNER**

\_\_\_\_\_

Suite # \_\_\_\_\_ - 850 Royal Avenue, New Westminister, BC

Phone: (Res) \_\_\_\_\_ (Bus) \_\_\_\_\_

**B. NAME OF TENANT OR SPONSORED HOST**

\_\_\_\_\_

Address: \_\_\_\_\_

Phone: (Res) \_\_\_\_\_ (Bus) \_\_\_\_\_

**C. FUNCTION INFORMATION**

Date of function: \_\_\_\_\_ Time: \_\_\_\_\_

Type of function: \_\_\_\_\_

Estimated Number of Guests: \_\_\_\_\_

Name of Caterer: \_\_\_\_\_ Phone: \_\_\_\_\_

Clean-Up: \_\_\_\_\_

**FEES PAYABLE**

A refundable deposit of \$100 must accompany this application form. Cheques must be payable to "Strata Plan BCS 318"

Deposit refunded: \_\_\_\_\_

Owner signature

**PARTY ALCOHOL LIABILITY INSURANCE POLICY WAIVER  
FORM FOR USE OF RESIDENTS LOUNGE  
STRATA PLAN BCS 318 - THE ROYALTON  
850 Royal Avenue,  
New Westminster, BC**

I \_\_\_\_\_ Owner of suite # \_\_\_\_\_  
have read over the agreement for use of the Residents Lounge at The Royalton and fully understand the Bylaws,  
and or Rules/Regulations of Strata Plan BCS 318.

I am declining the purchase of the Party Alcohol Liability Insurance policy as stated in section 6, (A). I take  
full responsibility for my guests.

\_\_\_\_\_  
Owners Signature

Owner, please initial the following questions:

Date of function: \_\_\_\_\_

Number of Guests: \_\_\_\_\_

We Will \_\_\_\_\_ Will Not \_\_\_\_\_ be serving alcohol.

It is understood that only the Owner(s) will be able to serve alcohol, Yes \_\_\_\_\_.

It is the responsibility of the Owner to ensure the safety to all guests who will/will not be consuming alcohol,

Yes \_\_\_\_\_

It is the responsibility of the Owner to provide safe transportation for all guests, Yes \_\_\_\_\_

By my signature below I \_\_\_\_\_ of suite # \_\_\_\_\_  
agree to hold harmless Strata Plan BCS 318 from any liability that may arise from my function on-site or  
off-site.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Strata Member