

**TABBY TOWN URBAN HOUSING  
CO-OPERATIVE CORPORATION**

**BY-LAW NO. 2**

**BY-LAW FOR USE OF THE CO-OP CENTER**

**APPROVED BY THE BOARD:** May 5th, 1993.

**CONFIRMED BY THE MEMBERS:** May 5th, 1993.

## BY-LAW FOR USE OF THE CO-OP CENTER

Use of the Co-op Center will be at the discretion of the Coordinator, with the Board acting as a reference and appeal body. The following priorities for use are stated for guidance of the Coordinator and potential users:

1. First Priority - events open to all co-operative members, such as general meetings and socials etc.
2. Second Priority - events sponsored by recognized groups within the Co-op, such as Board and Committee Meetings.
3. Third Priority - private parties by individual members.
4. Fourth Priority - events sponsored by a recognized community agency addressing the interests of some members of the Co-op or whose general philosophy and activities are deemed to be of value to the broader community; such a non-profit housing groups etc.

IN ORDER TO MAKE **REGULAR** BOOKINGS OF THE CO-OP CENTER THE GROUP MUST EITHER:

- a. provide a service either administratively or socially to Tabby Town Co-op or the Co-op Sector or;
- b. have in attendance a majority of Co-op Members.

THE MEMBER(S) MUST SIGN THE RELEASE, WAIVER AND INDEMNIFICATION AGREEMENT, WHICH FORMS PART OF THIS BY-LAW, AND THE MEMBER(S) SIGNING THE RELEASE WAIVER AND INDEMNIFICATION AGREEMENT MUST BE IN ATTENDANCE AT ALL TIMES.

THE CO-OP CENTER IS NOT TO BE RENTED TO PRIVATE PERSONS OUTSIDE OF THE CO-OP MEMBERS.

Whenever possible, committees will set aside dates for possible Co-op events in advance. This will allow members to book private use of the Center in advance without conflicting with Co-op events.

Those holding events should have some consideration for people living near the Co-op Center especially where noise level is concerned. Any reasonable request to "tone down" should be met politely and immediately. If the request is ignored,

1. The Board of Directors may invite the responsible member(s) to appear before them at a Board Meeting to explain why their rental privileges of the Co-op Center should not be revoked.
2. Designated representatives of the Board, at their sole discretion in the event that they believe that there has been any breach of the terms and conditions of this By-Law, including but not limited to injury, damage or unruly behaviour occurring in or around the Co-op Center arising out of the use contemplated herein have the authority to terminate the Use Agreement, that forms part of this By-Law, without further notice to the User.
3. All infringements will be dealt with by the Board of Directors.

As the Co-op Center belongs to the Co-operative Community as a whole, it should be respected as an extension of each members' private home.

**AREA OF DESCRIPTION:**

The area referred to as the "Co-op Center" constitutes those areas in the Co-op Community Center that are accessible by use of the key supplied to each committee, community agency, or to the renting member, including all equipment, furniture, fixtures and appliances in that area. Included in the area is the deck and immediate area surrounding the Co-op Community Center.

**RENTAL:**

At least two weeks in advance of the event:

1. A cash or cheque deposit is to be given, which may be returned only upon receipt of the key and a satisfactory inspection of all facilities used. The amount of the deposit is to be indicated on the Co-op Center Use Agreement.
2. A cash rental fee is to be made for the use of the Co-op Center. This fee is non-refundable. The amount of the fee is to be indicated on the Use Agreement.
3. The Use Agreement and Release, Waiver and Indemnification Agreement must both be signed.

As much notice as possible should be given on cancellation in consideration of other members, committees, or agencies who may wish to make use of the Co-op Center on the same date.

### **GUESTS:**

All groups and/or individuals using the Co-op Center are responsible for their guests and their actions.

Visitors to the Co-op Center should be advised of the locations of Visitors' Parking and the Parking By-Law. Guests should also be advised of other by-laws, policies and/or guidelines that may affect the Co-op property or the personal rights of other Co-op Members.

### **CHILDREN:**

Children should be supervised at all times for their own safety ie. stairs and glass doors and also to prevent minor damage to the buildings and furnishings.

### **DECORATING:**

Caution should be used when decorating; masking tape only may be used for decorating. Regular tape and/or thumb tacks may not be used.

### **STEREO EQUIPMENT:**

The Co-op Center stereo may only be operated by responsible individuals. The volume should be kept at a level whereby the neighboring members are not disturbed.

### **FIRE REGULATIONS:**

Fire Marshall regulations restrict the use of the Co-op Center to a maximum number of people at any one time. The maximum number of people is indicated on the Use Agreement.

### **DAMAGES:**

Any damages to the Co-op Center as described in "Area Description", by the user or guests will be repaired by the co-op at the **USERS' EXPENSE**.

### **CLEAN-UP:**

The Co-op Center is to be kept clean and presentable by returning it to its' original state. Instructions for clean-up are stated on the Use Agreement.

### **RENTAL PERIOD:**

The user shall abide by the rental period and time limit as indicated on the Use Agreement.

### **BY-LAWS, POLICIES AND PROCEDURES:**

All By-Laws, Policies and Procedures of Tabby Town Urban Housing Co-operative Corporation shall be observed at all times. Please refer to your Member Handbook for more details.

**A COPY OF THIS BY-LAW IS TO BE GIVEN TO THE USER AT THE TIME OF SIGNING THE USE AGREEMENT AND THE RELEASE, WAIVER AND INDEMNIFICATION AGREEMENT.**

**TABBY TOWN URBAN HOUSING CO-OPERATIVE CORPORATION**  
**CO-OP CENTER USE AGREEMENT**

1. Users shall abide by the: Tabby Town Urban Housing Co-operative Corporation BY-LAW FOR USE OF THE CO-OP CENTER.
2. USE PERIOD: This agreement covers the use of the "Area Description" as described in the Tabby Town Urban Housing Co-operative Corporation BY-LAW FOR USE OF THE CO-OP CENTER.

Date of Use: \_\_\_\_\_

3. TIME USE: Under no circumstances shall any use of the Co-op Center be permitted after 1:30 AM. At 1:00 AM an automatic time switch will cut off the main lights and stereo.

The user has the right to the Co-op Center beginning at 10:00 AM on the morning of the event. As such, if the Co-op Center was booked the previous day, the users of the previous day should have the Co-op Center cleaned up no later than 10:00 AM following their Date of Use.

4. The user specifically acknowledges that this agreement may be terminated without further notice by the designated representative(s) of the Co-op at their sole discretion in the event that they believe that there has been any breach of the terms and conditions of this Use Agreement, including but not limited to injury, damage or unruly behaviour occurring in or around the Co-op Center arising out of the use contemplated herein.

As set out below, the Co-op has designated it authorized representative(s) with authority to terminate this agreement, however, the user specifically acknowledges that the Co-op has the right to change its designated representative(s) from time to time without further notice to the user, and the user shall in all circumstances abide by the decision of the person or persons who appear to be exercising authority on behalf of the co-operative.

5. CLEANING: The user shall be responsible for thoroughly cleaning the area used as described in "Area Description" of the TABBY TOWN URBAN HOUSING CO-OPERATIVE CORPORATION BY-LAW FOR USE OF THE CO-OP CENTER.
  - Co-op Center must be clean by 10:00 AM the following day unless required by another user earlier. (Users will be advised if the Co-op Center is required earlier than 10 AM).
  - all furniture must be replaced as found
  - users are responsible for supplying their own garbage bags and must take all garbage home with them
  - vacuum floors and wash if necessary
  - dust and wipe as required
  - clean bathrooms as required
  - make sure all coffee makers and elements are off
  - remove any excess food that you have stored in the refrigerator for your event.
  - clean any spills from oven etc..

6. DEPOSIT \$50.00 Received \_\_\_\_\_
7. USE FEE 5.00 Received \_\_\_\_\_
8. FIRE REGULATIONS: Fire Marshall regulations restrict the use of the Co-op Center to a maximum of \_\_\_\_\_ people at any one time.
9. KEYS AND INSPECTIONS: When the Co-op Office is closed the user shall return the key on the first working day following use. However, if the user has been notified that another member will be using the center immediately following, then the first user shall forthwith pass the key to the next user and an inspection shall be conducted by both parties. For the protection of both parties the Co-op recommends that a written inspection report be prepared and signed by both users. Should there be any problems please contact the designated representative(s) or another available member of the Board.
10. DEPOSIT: Deposit monies will be returned to the user by the Coordinator if the center is found to be in acceptable condition.
11. RELEASE, WAIVER AND INDEMNIFICATION AGREEMENT: The user agrees to execute the attached Release, Waiver and Indemnification Agreement and acknowledges that the Co-op may rely upon it in any further proceedings.

USER NAME: \_\_\_\_\_ UNIT NO. \_\_\_\_\_  
 (please print)

USER SIGNATURE: \_\_\_\_\_

TABBY TOWN CO-OP SIGNATURE: \_\_\_\_\_

DESIGNATED CO-OP REPRESENTATIVES: \_\_\_\_\_ & \_\_\_\_\_

DATE: \_\_\_\_\_

PLEASE NOTE SECTION 4 PARAGRAPH 2 "however, the user specifically acknowledges that the Co-op has the right to change its designated representative(s) from time to time without further notice to the user, and the user shall in all circumstances abide by the decision of the person or persons who appear to be exercising authority on behalf of the Co-operative."

RELEASE, WAIVER AND INDEMNIFICATION AGREEMENT

TO: TABBY TOWN URBAN HOUSING CO-OPERATIVE CORPORATION

FROM: \_\_\_\_\_

RE: USE OF TABBY TOWN URBAN HOUSING CO-OPERATIVE CORPORATION  
CO-O CENTER

IN CONSIDERATION of Tabby Town Urban Housing Co-operative Corporation

("the Co-op") providing the use of its Co-op Center at \_\_\_\_\_,

City of Stoney Creek, I \_\_\_\_\_, \_\_\_\_\_, on  
(name) (position)

behalf of \_\_\_\_\_, my (its) heirs, executors, administrators  
(organization)

and assigns release the Co-op, its respective directors, servants, agents or employees from any claims, demands, damages, actions or causes of action arising out of or in consequence of any loss, injury, damage to any persons or property incurred while using the Co-op Center notwithstanding that any loss, injury, damage may have arisen by reason of the negligence of the Co-op, its directors, servants, agents or employees.

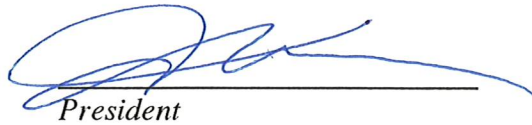
FURTHERMORE, the undersigned hereby agrees to indemnify the Co-op, its directors, servants, agents or employees from any claims or demands which might be made against the Co-op, directors, servants, agents or employees arising out of or in consequence to the use of the said Co-op Center.

\_\_\_\_\_  
WITNESS


\_\_\_\_\_  
SIGNATURE OF INDIVIDUAL OR  
ON BEHALF OF ORGANIZATION

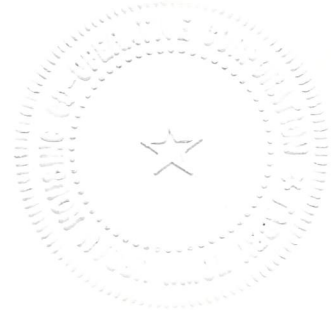
**BY-LAW FOR USE OF THE CO-OP CENTER**

*PASSED* by the Board of Directors and sealed with the corporate seal of the Co-operative on this 5th day of May, 1993.

  
\_\_\_\_\_  
*President*

*cls*

  
\_\_\_\_\_  
*Secretary*



*CONFIRMED* by at least two-thirds of the votes cast at a general meeting of members this 5th day of May, 1993

  
\_\_\_\_\_  
*President*

*cls*

  
\_\_\_\_\_  
*Secretary*

