

KAS 3488 – MIRA VISTA

Consolidated Strata Rules

(REVISIONS to the Last Ratified October 24, 2023)

AMENITY ROOM RENTAL and RULES

Hours of Rental Availability: 1:00 PM – 10:00 PM Daily

The Amenity Room is here for your enjoyment. It is important that each user treats the facility as if it is part of their own home. Damage to the Amenity Room and its contents affect all owners in that repairs and replacement of damaged or stolen articles comes out of strata funds and can ultimately affect the strata fees you pay.

Rental of the Amenity Room permits its exclusive use, except for access to the washrooms which must always be available to all residents. Booking is on a first come, first served basis by payment of a \$50 non-refundable rental fee and the payment of a refundable \$200 damage deposit.

1. Rental requests are made by the homeowner to the Mira Vista Administration Office by emailing miravistabuilding@gmail.com. If a tenant wishes to rent the room, the homeowner will be required to book it on their behalf.

2. Both the homeowner and the tenant using the room are responsible for the conduct of their guests and the treatment of the facilities and any damage that may occur. The use of facilities are governed by the provisions of the bylaws and rules relating to the use of Common Property and all guests must comply with the Mira Vista bylaws and rules.

3. Users of the Amenity Room shall always respect the equipment and furniture of the room and report any damage to the Mira Vista Administration Office or the Resident Caretaker.

4. Rules of etiquette, appropriate language, and conduct shall be always observed. Unnecessary noise, rowdy behaviour, defacement or misuse of common property, and any incivility to residents is forbidden.

5. Regular parking rules apply to visitors attending a function.

6. The Amenity Room will be inspected by a council member or their delegate, along with the resident that requested the private booking, prior to the function. The room condition is reviewed, and any pre-existing deficiencies or damages identified. Following the function, the council member or their delegate and the resident will once again inspect the room. The resident will be responsible for any new damage.

7. The homeowner or their tenant who arranged for use of the room must be in attendance all times while their guests are using the facilities. No children (18 and under) may be in attendance without an adult homeowner, or the booking tenant/resident is present.

8. A homeowner and/or resident that receives two or more written complaints can be barred from exclusive use of the Amenity Room for a six-month period. The Council or Management reserves the right to deny use of the facility to anyone at any time.

9. The use pool and hot tub are not included with the Amenity Room and cannot be booked for exclusive use.

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10. The maximum occupancy of the Amenity Room is 35 people.
11. **NO PETS and NO SMOKING permitted in the Amenity Room at any time.**
12. The homeowner or resident must supply and remove all dishes, appliances, garbage receptacles etc. needed for their function. Cooking inside the Amenity Room is not permitted.
13. Nothing, including decorations, may be attached to the walls, windows or doors of the room.
14. Candles and sparklers are not permitted in the room to comply with fire regulations.
15. Low volume music is allowed provided it does not cause a disturbance to other residents.
16. **NO LIQUOR and/or ALCOHOL are allowed in the Amenity Room at any time.**
17. The Amenity Room is not to be used for commercial purposes.
18. When leaving the room, turn off all lights and taps, and secure all doors. Collect all garbage and recycling, vacuum as required and clean any spills or stains. The room must be cleaned prior to 8:00 am the next day or alternative cleaning should be arranged.
19. Persons using this facility do so at their own risk and release and indemnify the Strata Corporation and the managing agents from all claims arising from the use of the facility
20. **FIFTY DOLLAR** (\$50.00) non-refundable user fee is required 7 DAYS prior to the event day. This fee is used to secure the booking date and is non-refundable whether the event takes place or not.
21. **TWO HUNDRED DOLLAR** (\$200.00) damage deposit is required 1 DAY prior to the date of the function. If the room or furnishings are damaged or extra cleaning is required, those costs will be deducted from this damage deposit and the balance returned to the facility user.

Payment of the Rental Fee and the Damage Deposit are made via e-transfer to miravista2020@gmail.com

Once the function is completed and the room is inspected, the deposit is returned provided there is no damage. Cost of damages are deducted from the deposit and any costs to repair/restore the Amenity Room that go beyond the \$200.00 damage deposit, the person(s) named below agree to pay in full all repair/restoration expenses immediately and in full.

For EMERGENCIES

Matters of damage, call 250-718-9212
Matters of security and safety, call 911

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The signature(s) below indicate acceptance of and agreement to abide by all Mira Vista Bylaws and Rules and the terms of this agreement for use of the Amenity Room.

DATE OF EVENT: _____ UNIT NUMBER: _____

TENANT RENTING ROOM: (print) _____

TENANT RENTING ROOM SIGNATURE: _____

HOMEOWNER NAME: (print) _____

HOMEOWNER SIGNATURE: _____

\$50.00 USER FEE: check mark indicates the USER FEE HAS BEEN PAID.

\$200.00 DEPOSIT: check mark indicates the DAMAGE DEPOSIT HAS BEEN PAID