



Toronto Hebrew
MEMORIAL PARKS

Pardes Shalom | Pardes Chaim
CEMETERY | CEMETERY

Licence Number 3311318
Business Number 12299 0211 RT0001

"It is here we touch our past, and it may be here that we should value our present and ponder upon our future. May the enduring peaceful calm of these grounds remind us of how sacred and eternal is each life that is commemorated here."

Sidney Freedman, Founder, Toronto Hebrew Memorial Parks

FACILITY SERVICE AGREEMENT (as of May 1, 2022)

This Agreement is effective _____

BETWEEN: Toronto Hebrew Memorial Parks hereinafter called the "Cemetery"

AND _____ hereinafter called the "Family"

The Cemetery hereby grants the Family permission in the nature of a non-assignable license, to use the hall at Pardes Shalom Cemetery (hereinafter called the "Premises") on the day, for the time, and purposes set out below (hereinafter called the "Assembly") and the Family covenants and agrees to use the Premises in accordance with and subject to the covenants and agreements set forth herein.

1. The Cemetery hereby grants the Family permission to enter upon and use the Premises for a maximum of three (3) hours on _____ from _____ to _____ for a gathering of no more than seventy (70) people. The Family understands that the Premises may be used by another party, on the same date of the Assembly, either before or after the Family's Assembly and it will co-operate in all regards.
2. This Agreement may be revoked by the Cemetery at any time prior to the date of the Assembly.
3. The Family may use the hall, an adjoining kitchen for refrigeration and placement of food and drinks only, up to 70 chairs, and up to six 30" x 60" folding tables.
4. The Family shall pay a charge of \$395.50 (\$350, plus HST) in full at least two weeks prior to the Assembly to secure the license to the Premises. To cancel this contract, a minimum of fourteen (14) business days' advance notice is required, or the Family will automatically forfeit the full \$293.80 it paid to the Cemetery.
5. If food and/or refreshments are served during the Assembly, the Family will be responsible for the full cost of the food. Any food or drink served at the Assembly must be certified kosher by a reliable kosher certifier which meets COR standards. The food service provider, if any, will be _____.

6. **The serving of alcohol during the Assembly is PROHIBITED.** If alcohol is served during the Assembly, it will result in the immediate termination of the Assembly without any refund.
7. No smoking/vaping of tobacco or cannabis is permitted in the building, nor within 9 meters of any entrance. All fire regulations must be followed including occupancy and load restrictions.
8. The Family understands that the Cemetery restricts the entrance of animals into its property with the exception of service animals.
9. The Family is not permitted to operate, adjust or interfere with electrical or mechanical equipment belonging to the Cemetery nor may the Family nail, tape or affix anything to the walls of the Premises.
10. The Family is not permitted to make any alterations to the structure of the Premises.
11. Specific set-up requests may be made by the Family no later than two (2) business days prior to the Assembly.
12. The Family agrees to be solely liable to the Cemetery for the cost of repairs or replacement of any damaged property, or injury to persons resulting from or related to the Assembly.
13. Unless otherwise noted, filming and photography within the Premises are prohibited. Arrangements to film or photograph inside the Premises may be made seven (7) business days prior to the event. Further conditions may apply if the nature of the filming or photography is of a commercial nature.
14. The Family is responsible for the proper restoration of the Premises to pre-Assembly condition.
15. The Family shall indemnify and save harmless the Cemetery from all claims, suits, actions, causes of action of every kind that may be brought against the Cemetery, its servants, or agents, including solicitor costs, by reason of or arising out of the granting of this license in relation to the Assembly.
16. The Cemetery reserves the right, through its representatives, to close any Assembly for failure to observe proper conduct or for failure to comply with any of the above provisions.
17. All attendees will be required to wear a face mask or face covering (in a manner which covers their mouths, noses and chin) when entering the cemetery building and continue to do so until they enter the Assembly Hall. It is recommended that attendees continue wearing their face masks / face coverings when they are not eating or drinking.

Toronto Hebrew Memorial Parks is unique in its origins as a community-owned organization. It exists to serve the Jewish Community of Greater Toronto by fulfilling obligations of establishing and maintaining cemeteries through the provision of professional administration and ongoing supervision, while showing respect for the Community's beliefs and practices.



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- 18. The Family will ask all attendees, in advance, to screen for COVID-19 symptoms anyone who is unwell or has such symptoms should be asked to not attend.
- 19. This is the entire agreement relating to the license at issue.

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FAMILY

Address

Tel. and E-mail