



TEWATOHNHI'SAKTHA ROOM RENTAL AGREEMENT

This Agreement entered into on this ____ day of _____ 2009

BETWEEN:

**TEWATOHNHI'SAKTHA
KAHNAWAKE ECONOMIC DEVELOPMENT COMMISSION**
P.O. Box 1110, in the Mohawk Territory of Kahnawake, J0L 1B0
(hereinafter the "Lessor")

-and-

(hereinafter the "Lessee")

WHEREAS the Lessee requires a room for the purposes of conducting a meeting and the Lessor agrees to lease the said room to the Lessee;

NOW THEREFORE this Agreement witnesses that, in consideration of the mutual promises and covenants contained herein, the parties agrees as follows:

1. The Lessee has been provided with and read the Room Rental Procedure, attached hereto as Schedule "A" to the present Agreement, which forms an integral part of the present Agreement.
2. The Lessee will lease the _____ (hereinafter the "Premises") on the following date(s) and for the following hours at the Rental Fees set out in the Room Rental Procedure:

DATE: _____	HOURS: _____
DATE: _____	HOURS: _____
DATE: _____	HOURS: _____
COST: _____	

3. **Upon signature of the present Agreement, the Lessee is required to make a deposit to the Lessor, equivalent to 50% of the Rental Fees payable upon receipt of an invoice.**
4. **If the Lessee cancels the present Agreement less than seven (7) days before the date(s) referred to in paragraph 2, the deposit made pursuant to paragraph 3 will not be reimbursed to the Lessee.**
5. At the request of the Lessee, the Lessor will provide at no extra costs the following checked Equipment in the Premises on the date(s) and hours referred to in paragraph 2:
 - Television
 - VCR
 - DVD
 - Overhead projector
 - LCD Projector
 - Portable audio-conferencing equipment
 - Kitchen facilities (fridge, automated coffee maker with carafes)
6. In addition to the Equipment listed in paragraph 5, the Lessor will provide the following checked Services on the date(s) and hours referred to in paragraph 2, at the rates set out in the Room Rental Procedure:
 - Flipchart Paper (Plain Newsprint)
 - Markers (permanent or dry-erase)
 - Photocopies
 - Faxes
7. The Lessor and the Lessee recognize that the Premises and Equipment are in good conditions in all respects at the beginning of the present Agreement.
8. The Lessee is responsible for returning the room to its original condition and set up at the end of each day of use of the Premises and Equipment.
9. If the Lessee fails to return the room to its original condition and set up at the end of the each day of use of the Premises and Equipment, the Lessee will be invoiced an additional clean-up fee of One Hundred Dollars (\$100.00).
10. The Lessee assumes full responsibility for the use of the Premises and/or the Equipment and the Lessee hereby agrees that damage to the Premises and/or the Equipment will be invoiced to the Lessee at replacement cost.
11. At the end of the present Agreement, the Lessee is required to pay the balance of the Rental Fees and the costs for the checked Services, within a delay of thirty (30) days from the date of receipt of the invoice from the Lessor.
12. This Agreement will be governed by all laws applicable within the Mohawk Territory of Kahnawake.

13. Any reference to the masculine gender in this Agreement shall, where appropriate, be deemed to include feminine gender.
14. Any provision of this Agreement which may be held to be void or unenforceable for any reason, will be severable from the Agreement and will not affect the validity or enforceability of the entire Agreement.
15. This Agreement represents the entire Agreement between the Parties regarding the matters related thereto and the Parties specifically acknowledge and agree that neither has made to the other any representation, warranties, promises or assurance that in any way relates to or affects the subject matter of this Agreement.
16. All disputes or disagreements arising out of or related to this Contract will be resolved through the grievance procedures outlined in the *Kahnawake Communal Arbitration Procedure*, attached hereto as Schedule "B" to the present Agreement.

The Parties have requested that this Agreement and all documents referred to in this Agreement be drafted in the English language.

Les parties ont demandé à ce que le présent contrat ainsi que tous les documents auxquels le présent Contrat réfère soient rédigés en anglais.

Signed within the Mohawk Territory of Kahnawake, this _____ day of _____ 2009.

**TEWATOHNHI'SAKTHA
KAHNAWAKE ECONOMIC DEVELOPMENT COMMISSION**

Per: Leslie Morris,
Executive Assistant

LESSEE

Per:



Tewatohnhi'saktha only requires pages 1-3 of this contract to process your meeting room rental

Please print only the required pages

SCHEDULE "A"

TEWATOHNI'SKATHA ROOM RENTAL PROCEDURE

The following policy applies to room and facilities/equipment rented for the purposes of meetings conducted by individuals, organizations and/or businesses, known herein as the Lessee.

Room rentals are available to anyone eighteen years and older, seven days per week and a minimum of two weeks notice is recommended. Room rates differ for week day and week end rentals; week end rentals are available on a short term basis only.

A full day rental is considered to be from 8:30 a.m. to 4:00 p.m. Meetings that extend past 4:00 p.m. will be charged additional fees.

It is understood that Tewatohnni'saktha will get first priority on room usage; therefore, we reserve the right, when necessary as circumstances warrant, to decline, re-assign, or cancel previously booked rooms. A minimum of 1 (one) week advance notice will be given should we have to cancel or re-assign a room booking.

STANDARD ROOM RENTAL AND FACILITIES:

Tewatohnni'saktha Large Conference Room:

- Seats 20 persons at 1 conference table,
- Flipcharts,
- Ceiling mounted projector with motorized screen,
- Audio conferencing equipment.

Tewatohnni'saktha Computer Training Room:

- Seats 12 persons (6 are handicapped accessible),
- Ceiling mounted projector with motorized screen,
- Dry-erase whiteboard,
- Flipcharts.

Tewatohnni'saktha Training Room:

- Seats 30 persons at 6 round tables. Configuration may be changed to rectangular tables if required.
- Ceiling mounted projector with motorized screen,
- Dry-erase whiteboards,
- Audio conference capabilities,

OPTIONAL EQUIPMENT/MATERIAL:

Available for use at no additional charge are the following:

- Television
- VCR
- DVD
- Overhead projector
- LCD projector
- Portable audio-conferencing equipment
- Kitchen facility that includes fridge and automated coffee maker with carafes.

Please take note that optional equipment/material should be requested when booking a meeting room to ensure its availability.

Available for use at minimum charge are the following:

- Flipchart Paper (plain newsprint) \$8.00 per pad,
- Markers (permanent or dry-erase) \$5.00 per pack
- Photocopies - \$0.10 per copy,
- Faxes - \$0.25 local and \$1.25 for long distance.

ROOM RENTAL FEES:

Monday to Friday

8:30 a.m. to 12:00 noon

12:30 pm. to 4:00 pm. **\$100.00**

8:30 a.m. to 4:00 pm. **\$200.00***

Saturday and/or Sunday

\$100.00 + \$20.00 per hour additional

\$200.00 + \$20.00 per hour additional

*Meetings that exceed 4:00 p.m. Monday to Friday will be charged an additional administrative fee of \$20.00 per hour.

Tewatohnhi'saktha reserves the right to change the rental fees without notice.

CONDITIONS:

Responsibility/Damage: The Lessee assumes responsibility for proper use of the facility, furniture, equipment and material. Damage to any/all property leased will be charged to the Lessee at replacement cost.

Room Setup: The Lessee will take note of the original setup of the room and return the room to its original state following use.

Catering: Meals catered will be the responsibility of the Lessee; responsibilities include reception of the catering company, food setup and cleanup.*Clean up service is available at \$100 and this service should be requested when booking a meeting room.

*The Lessee will be charged a clean up fee of \$100 if the catering responsibilities are not adhered to.

RENTAL PROCEDURES:

Contact Leslie Morris to book the following rooms:

- **Tewatohnhi'saktha Large Conference Room**
- **Tewatohnhi'saktha Computer Training Room**
- **Tewatohnhi'saktha Training Room**

 450.638.4280 – Two week advance notice preferable.

- Indicate the date, time and number of people expected.
- Indicate type of seating arrangement that will be used.
- Indicate the materials/equipment required
- Indicate if coffee or tea is required. Coffee is available for \$5.00 per pot.
- Indicate if food/beverages other than coffee or tea will be delivered or brought into the meeting room.

Please note that the Kahnawake Business Complex is a clean air environment and it is forbidden to smoke inside the building.

DISCLAIMER

Please take note that inappropriate discussions regarding the following subject matter are strictly forbidden on the premises:

- Profanity
- Pornography or sexually explicit content
- Drug-related content
- Content promoting or depicting terrorism or racial/ethnic hatred
- Slanderous innuendos towards another individual

Tewatohnhi'saktha reserves the right to refuse and/or reject a request to rent a meeting room to an individual, organization and/or business who support inappropriate discussions from taking place in the meeting rooms and/or who refuse to complete a lease agreement for rental of a meeting room.

SCHEDULE "B"

KAHNAWÁ:KE COMMUNAL ARBITRATION PROCEDURE

[Enacted by MCK #113 1989-90 on Enníska/March 1990]

SUMMARY OF THE KAHNAWÁ:KE COMMUNAL ARBITRATION PROCEDURE

1. The Arbitration proceedings are absolutely voluntary and both parties who wish to submit to this procedure must fill in a form called "The Agreement to Submit to Arbitration", as well as another form called "Notice of Intent to Submit to Arbitration".

Once both parties have submitted their dispute to arbitration, they immediately renounce all civil recourses to the Court of Kahnawá:ke and to other civil jurisdiction.

2. Each party has the right to choose one Arbitrator and each of the two Arbitrators thereby chosen shall together appoint a third arbitrator, and all three constitute the Arbitration Board which shall decide the dispute between the parties.
3. Each party to the Arbitration Proceedings is financially responsible for the presentation of its own witnesses and for making sure that their witnesses attend the Arbitration Proceedings.

Each of the parties may subpoena their own witnesses by the Clerk or one of the Justices of the Peace of Kahnawá:ke.

4. Both parties can on their own settle the dispute which is before the Arbitration Board and after the Board has been notified of such a settlement the proceedings before the Board are thereby terminated.
5. An Arbitration Award decided by the Board becomes executory when recognized by the Court of Kahnawá:ke, and after such recognition the Award constitutes a judgement of the Court of Kahnawá:ke.
6. Any party to the Arbitration Proceedings may by motion apply to the Court of Kahnawá:ke for the recognition of the Arbitration Award.

KAHNAWÁ:KE COMMUNAL ARBITRATION PROCEDURE

PART I: GENERAL PROVISIONS

1. All the provisions concerning arbitration proceedings apply to arbitration where the parties have no stipulations to the contrary and where the parties voluntarily submit their respective cases to these proceedings.
2. Where a civil action is brought regarding a dispute in a manner on which the parties have an arbitration agreement, the arbitration proceedings may nevertheless be commenced or pursued and an award made at any time, while the case is pending before the court, on the application of both parties to the arbitration agreement.
3. A judge of or the Court of Kahnawá:ke cannot intervene in any question governed by these proceedings, except in the cases provided herein.
4. A judge or the Court of Kahnawá:ke may grant provisional measures before or during arbitration proceedings on the motion of one of the parties.
5. The service of documents shall be made by the *Rati'rihton* (Peacekeepers) of Kahnawá:ke.
6. The appointment of arbitrators is voluntary and without compensation.

PART II: APPOINTMENT OF ARBITRATORS

1. There shall be three (3) arbitrators. Each party shall appoint one (1) arbitrator and the two shall appoint the third.
2. If one of the parties fails to appoint an arbitrator within thirty days after having been notified by the other party to do so, or if the arbitrators fail to concur on the choice of the third arbitrator within thirty days after their appointment, a judge of the Court of Kahnawá:ke shall make an appointment on the motion of one of the parties.
3. The decision of the judge under Section 2 of this Part is final and without appeal.

PART III: INCIDENTAL CESSATION OF ARBITRATOR'S APPOINTMENT

1. An arbitrator may be refused:
 - a) If he is related or allied to one of the parties within the degree of cousin-german inclusively;
 - b) If he himself is a party to an action involving a question similar to the one in the dispute;

- c) If he has given advice on the matter in dispute, or if he has made known his opinion outside the arbitration proceedings;
 - d) If he is directly interested in favoring any of the parties;
 - e) If he does not have the qualifications agreed to by the parties;
2. An arbitrator must declare to the parties any ground of recusation to which he is liable.
 3. The party having appointed an arbitrator may propose his recusation only on a ground of recusation which has arisen or been discovered since the appointment.
 4. The party proposing recusation shall make a written statement of his reasons to the arbitrators within fifteen days after becoming aware of the appointment of all the arbitrators or of a ground of recusation.

If the arbitrator whose recusation is proposed does not withdraw or the other party does not accept the recusation, the other arbitrators shall come to a decision on the matter.

5. If the recusation cannot be obtained under Section 4 of Part III, a party may within days of being so advised, apply to a judge of the Court of Kahnawá:ke to decide the matter.

The arbitrators, including the arbitrator whose recusation is proposed, may continue the arbitration proceedings and make their award while such a case is pending.

6. If an arbitrator is unable to perform his duties or fails to perform them in a reasonable time, a party may apply to a judge of the Court of Kahnawá:ke to have his appointment revoked.
7. If the procedure of recusation or revocation of appointment of an arbitrator contained in the arbitration agreement proves difficult to put into practice, a judge of the Court of Kahnawá:ke may on the motion of one of the parties decide the matter of the recusation or revocation of appointment.
8. The judge's decision on the matter of recusation or revocation of appointment is final and without appeal.
9. The prescribed procedure for the appointment of an arbitrator applies for his replacement.

PART IV: COMPETENCE OF ARBITRATORS

1. The arbitrators may decide the matter of their own competence;
2. If the arbitrators declare themselves competent during arbitration proceedings, the parties thereby renounce their respective recourses to the Court of Kahnawá:ke or to any other Court jurisdiction, if the parties have voluntarily submitted themselves to these arbitration proceedings;

PART V: ORDER OF ARBITRATION PROCEEDINGS

1. A party intending to submit a dispute to arbitration must notify the other party in writing of his intention, specifying the matter in dispute.

Both parties must voluntarily submit the dispute to arbitration in writing.

The forms of “notice of intention” and the “agreement to submit to arbitration” must be submitted to the arbitration director or officer responsible for implementing the arbitration proceedings.

Once both parties have voluntarily submitted their dispute to arbitration, they are deemed to have renounced all civil Recourses to the Court of Kahnawá:ke and to any other Civil jurisdiction.

Once both parties have voluntarily submitted their dispute to arbitration, they are deemed to have submitted to voluntary execution of the decision of the arbitrators.

2. The arbitrators shall proceed to the arbitration according to the procedure they determine. They have all the necessary powers for the exercise of their jurisdiction including the power to appoint an expert.
3. The arbitrators may require each of the parties to produce a statement of his claims with the supporting documents within an allotted time.

Each of the parties shall transmit a copy of the statement and documents to the opposite party within the same time.

Every expert’s report or other documents which the arbitrators may invoke in support of their decision must be transmitted to the parties.

4. Proceedings are oral. A party may nevertheless produce a written statement.
5. The arbitrators must give notice to the parties of the date of the hearing and, where such is the case, the date on which they will inspect the property or visit the place.

6. The arbitrators shall record the default, and may continue the arbitration proceedings if one of the parties fails to state his claims, to appear at the hearing or to produce the evidence in support of his claims.

If the party having submitted the dispute to arbitration fails to state his claims the arbitrators shall terminate the proceedings, unless one of the other parties objects.

However, in cases of urgency a judge of the Court of Kahnawá:ke may by special order entered on the writ of subpoena, reduce the delay for service, but it cannot be made less than twenty-four hours before the time fixed for appearance.

7. A witness may be summoned to declare what he knows, to produce some document, or to do both.

Each party to the arbitration proceedings is financially responsible for the presentation of its own witnesses, and for making sure they attend the arbitration proceedings.

8. The arbitrators have the power to administer oaths and receive solemn affirmations.

9. A witness cannot be compelled to divulge any communication made to him by his or her consort during the marriage.

10. A witness cannot refuse to answer for reason that his reply might tend to incriminate him or to expose him to a legal proceeding of any kind; but he may object on that ground and ask for the application of Section 13 of the *Canadian Charter of Rights and Freedoms of the Constitution Act of 1982*.

11. If the examination of a witness cannot be completed on the day he appears, he is bound to attend on the next following juridical day, or on such other day as is indicated to him by the arbitrators and entered in the minutes of the arbitration proceedings.

12. The arbitrators shall settle the dispute according to the rules of *Kaianerénshera* (Law) which they consider appropriate and, where applicable, determine the amount of the damages.

They cannot act as amiable compositors except with the prior concurrence of the parties.

They shall in all cases decide according to the stipulations of the contract and according to the customs and usage's applicable in that field.

13. Every major decision of the arbitrators shall be rendered by a majority of voices, in writing.

One arbitrator with authorization of the parties or all the other arbitrators may decide questions of the procedure.

Written decisions must be signed by all the arbitrators; if one of them refuses to sign or cannot sign, the others must record the fact and the decision has the same effect as if it were signed by all of them.

PART VI: ARBITRATION AWARD

1. The arbitrators are bound to keep the advisement secret. Each of them may nevertheless, in the award, state his/her conclusions and the reasons on which they are based.
2. If the parties settle the dispute, the arbitrators shall record the agreement in an arbitration award.
3. The arbitration award must be made within 30 days from the day of the last sitting, by a majority of voices. It must state the reasons on which it is based and be signed by all the arbitrators. If one of them refuses to sign or is unable to sign, the others must record that fact and the award has the same effect as if it were signed by all of them.
4. The arbitration award must contain an indication of the date and place at which it was made.

The award is deemed to have been made at the indicated date and place.

5. The arbitration award binds the parties upon being made. A copy signed by the arbitrators must be remitted to each of the parties immediately.
6. The arbitrators may, on the application of a party made within thirty days after receiving the arbitration award:
 - (a) Correct any error in writing or calculation or any other clerical error in the award;
 - (b) Interpret a specific part of the award, with the prior agreement of the parties;
 - (c) Render a supplementary award on a part of the application in the award;
7. The interpretation forms an integral part of the award.
8. Any decision of the arbitrators correcting, interpreting or supplementing the award pursuant to an application contemplated in Section 7 of Part VI must be rendered within 30 days after the application.
9. Sections 1 and 5 of Part VI apply to the decision.

10. If the arbitrators do not render their decision before the expiry of 30 days from the date of termination of the proceeding, a party may apply to a judge of the Court of Kahnawá:ke to make any order for the protection of the rights of the parties.
11. The decision of the judge pursuant to Section 10 of Part VI is final and without appeal.

PART VII: RECOGNITION OF THE ARBITRATION AWARD

1. An arbitration award can be put into compulsory execution upon being recognized by the Court of Kahnawá:ke.
2. A party may, by motion, apply to the Court of Kahnawá:ke for the recognition of the arbitration award.
3. The Court examining a motion for recognition cannot inquire into the merits of the dispute.
4. The Court may postpone its decision of recognition if an application has been made to the arbitrators by virtue of section 7 of Part VI.

If the Court postpones its decision, it may, on the application of the party applying for recognition, order the other party to provide security.

5. The Court cannot refuse recognition of an arbitration award except on the proof that:
 - (a) One of the parties was not qualified to submit to the arbitration proceedings or to enter into the arbitration agreement;
 - (b) The party against whom the award is invoked was not given proper notice of the appointment of an arbitrator or of the arbitration proceedings;
 - (c) The mode of appointment of arbitrators or the applicable arbitration procedure was not observed.
6. The Court cannot refuse recognition of an arbitration award of its own motion unless the award is contrary to public order.
7. The arbitration award as recognized by the Court is executory as a judgement of the Court of Kahnawá:ke.

PART VIII: ANNULMENT OF THE ARBITRATION AWARD

1. The only possible recourse against an arbitration award is an application for its annulment.
2. Annulment is obtained by a motion to Court of Kahnawá:ke to annul the recognition order prior to execution of the recognition order.
3. Sections 3 to 6 of Part VII, adapted as required, apply to an application for annulment of an arbitration award.
4. On the application of one party, the Court if it considers it expedient, may suspend the application for annulment for such time as it deems necessary to allow the arbitrators to take whatever measures are necessary to remove the grounds for annulment, even if the time of thirty days has expired.

NOTICE OF INTENTION TO SUBMIT TO ARBITRATION PROCEEDINGS

Date: _____

To: _____

Name & Address

From: _____

Name & Address

Please be advised that it is our intention to submit to arbitration the following manner:
(Description of matter to be arbitrated e.g. teacher's contract claim for services rendered).

AGREEMENT TO SUBMIT TO ARBITRATION

We agree to submit to the above mentioned matter to arbitration, and we the undersigned hereby voluntarily renounce all civil recourses to the Court of Kahnawá:ke and to any other civil jurisdiction.

We the undersigned also agree to voluntarily submit to any and all executions in relation to the decision of the arbitrators.

PLACE: _____

PLACE: _____

DATE: _____

DATE: _____

NAME: _____

NAME: _____

(Party to arbitration)

(Party to arbitration)