

Appendix M: Facility Usage Contract

**Facility Usage Contract**

Parties

This Facility Usage Agreement is made in duplicate between:

**Aldergrove Canadian Reformed Church**

26655 24<sup>th</sup> Avenue Aldergrove, BC

(the "Church")

AND

Name: \_\_\_\_\_

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

\_\_\_\_\_

Phone: \_\_\_\_\_ (primary contact)

(the "Renting Party")

**Whereas:**

- a) the Church maintains Facilities at 26655 24<sup>th</sup> Avenue;
- b) the Church has adopted a Facility Usage Policy dated March 10, 2011;
- c) the Renting Party wishes to use the Facilities or a portion of them, for the Purpose stated herein.

**Church use conditions**

- 1. The Facilities must be vacated by 11:00 pm at the end of each day in a rental period.
- 2. Food and drink are not permitted in the auditorium under any circumstances.
- 3. Chairs, tables and furniture must be returned to the storage areas after use.

4. The organ and pianos are available for use by qualified musicians.
5. Consult the musical instrument guidelines for details of instrument usage.
6. Consult the kitchen use guidelines for proper use of the kitchen facilities.
7. All WCB requirements to be met in regard to kitchen use and use of contractors and/or employees.

***Situations that require exceptions to these policies must be submitted in writing to the Committee of Administration***

**Purpose and Area Rented**

1. The Church permits the Renting Party to use the:  
 auditorium  kitchen  fellowship hall  
 other meeting rooms (specify: \_\_\_\_\_)

of the Facilities for the purpose of:

\_\_\_\_\_  
 \_\_\_\_\_ (the "Purpose")

2. The Renting Party shall have use of the Facilities on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ from \_\_\_\_\_ (am/pm) to \_\_\_\_\_ (am/pm) (the "Rental Period").

3. The Renting Party shall pay a damage deposit of \$250 and a reservation deposit of \$100 to the Church on signing this Agreement. Barring any damage caused to the Facilities the damage deposit will be fully refunded to the Renting Party at the end of the Rental Period. A refund of all deposits for cancellations four weeks prior to the end of the Rental Period also applies. Cancellations less than four weeks prior to the end of the Rental Period will result in a refund only of the damage deposit.

4. The Renting Party agrees to the following fee schedule:
  - Auditorium \_\_\_\_\_ \$250
  - Fellowship Hall \_\_\_\_\_ \$350
  - Kitchen (refreshments only) \_\_\_\_\_ \$ 75
  - Kitchen (full use) \_\_\_\_\_ \$300
  - Cleaning Fee \_\_\_\_\_ \$150
  - Sound System Operator \_\_\_\_\_ \$ 25/hour

Event Type:

Weddings or Community Events (includes rehearsal if held during evening hours. If rehearsal held during work hours, the fee increases by \$40). Cost is \$120.00

Funerals. No cost.

Congregational events or church organized events. \$100.00

5. At the end of the Rental Period, the Renting Party shall leave the Facilities in the condition in which it was at the beginning of the Rental Period and shall remunerate the Church a minimum of \$100 for extraordinary caretaking costs incurred as a result of its use or misuse of the Facilities.
6. The Renting Party *shall have / shall not have* use of the organ, the piano, and the sound system in the auditorium. If permission is granted for the use of the sound system, the Church agrees to supply a member of the Church to operate same. No other person shall operate the sound system.
7. The Renting Party acknowledges its awareness of the contents of the Church's Facility Usage Policy (the "Policy") which is attached and the terms of which are incorporated into this agreement by reference. The Renting Party agrees that it is a condition of this Agreement that it uses the Facilities strictly for Acceptable Uses as stated in the Policy and in accordance with the Lifestyle Statement and General Rules stated in the Policy.
8. The Renting Party acknowledges the Church's ability to terminate this agreement and to require the Renting Party to vacate the Facilities immediately if the Renting Party fails to abide by the terms and conditions stated in this Agreement, including the terms of the Policy. The Church will have no obligation to return any monies paid under the terms of this Agreement if it is terminated in accordance with this provision.
9. The Renting Party agrees to ensure that the Facilities are clean following its use thereof and agrees to pay the Church for the cost of any cleaning, repairs or other costs deemed necessary by the Church following and resulting from the Renting Party's use of the Facilities.
10. The Renting Party, on behalf of itself and all of its members and guests, hereby waives releases and forever discharges the Church and its trustees, members, Council, employees, agents and volunteers (collectively, the "Releasees") from all actions, causes of actions, suits, claims and demands whatsoever that any of them may have against any of the Releasees as a result of, arising out of or in any way connected with the Renting Party's use of the Facilities.
11. The Renting Party will indemnify and save harmless the Releasees against and from any and all claims, demands, causes of action, actions, proceedings, losses, damages, expenses, costs, and legal fees on a solicitor and client basis that may arise out of or be in any way connected with: (a) the use or occupation of the Facilities by the Renting Party or a breach by the Renting

Party of its obligations under this Agreement; and (b) the matters waived and released in paragraph 9 of this Agreement.

12. The Renting Party agrees to be responsible for its use of the Facilities and the actions of its members, invitees and guests and agrees to reimburse the Church and pay for any and all damage caused by any of its members, invitees or guests to the Facilities or to any of the Church's furnishings or other assets in or around the Facilities.
13. The Renting Party, if using a contractor, will attain a clearance letter for said contractor, thereby ensuring appropriate WCB coverage for the employees. If the Renting Party employs employees, the Renting Party shall attain coverage by opening an account with WCB for the event.
14. If the Renting Party causes, finds or discovers any damage to the Facilities or to any of the assets or possessions of the Church within or around the Facilities, the Renting Party shall promptly provide notice to the Church of such damage, including full details of the nature, cause and location of such damage.
15. The Renting Party agrees to obtain the approval of the Church to the content and form of any publication, whether written or otherwise, which is intended to publicly advertise or promote any of its activities at the Facilities. The Renting Party shall obtain such approval from the Church at least 30 days prior to using any publication as referenced in this provision.
16. The Renting Party shall not suffer or permit any other party to access, use or enjoy the Facilities, or any portion thereof, without the express consent of the Church. The Renting Party shall not be permitted to assign this Agreement or any portion thereof without the express written consent of the Church.
17. The Renting Party acknowledges and agrees that there are no representations or agreements other than the terms of this Agreement and that this Agreement constitutes the entire agreement between the parties.

Signed, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, at \_\_\_\_\_

\_\_\_\_\_

signature

\_\_\_\_\_, Authorized Representative for the Renting Party

print name

\_\_\_\_\_

signature

\_\_\_\_\_, Authorized Representative for the Church

print name