**Facility Use Rental Agreement**

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| --- | --- | --- | --- | --- |
| **Date** |  |  |  |  |
|  | **month** | **day** | **year** |  |
|  |  |  |  |  |
| **Between** |  |  |
|  | **Church Name** |
|  |  |  |
| **and** |  |  |
|  | **Renter Name** |

1. **Booking Requirements and Charges**
2. The Renter will not have the right to use or have access to any portion of the Facilities until it has received a copy of this Agreement, duly executed by the Church.
3. The Renter agrees to pay to the Church amounts for its usage of all relevant portions of the Facilities, as set out in Schedule “B” – “Rental Rates”. If the Renter has not requested and been permitted to use specific Facilities or services as listed in Schedule “A”, as applicable, but uses other portions of the Facilities or services, the Renter agrees to pay the amounts charged by the Church for such unauthorized use in accordance with Schedule “B”.
4. The Renter will pay the amounts required under the prior paragraph or otherwise under this Agreement as follows:
	1. Immediately upon receiving an executed copy of this Agreement from the Church, the Renter will pay to the Church a non-refundable deposit equal to 10% of the total amounts to be paid to the Church, or $**\_\_\_\_\_\_**, whichever is greater;
	2. On the Function Date, and prior to commencement of the Function, the Renter will pay to the Church the balance of the total amounts to be paid to the Church; and
	3. Prior to departure from the Facilities on the Function Date, or if not paid, then upon demand, the Renter will pay any additional charges or costs incurred by the Renter under the terms of this Agreement.
5. The Renter will confirm the expected number of persons it is bringing to the Function at the Facilities at least 10 days prior to the arrival date. If the number of persons attending the Function is more than 5% greater than originally planned or anticipated, the Church may increase the amount owing proportionate to the number of persons added.
6. **Terms and Conditions of Usage**

The following terms and conditions of usage apply to the Renter and all persons attending the Function and will be strictly enforced.

1. The Renter acknowledges that the Facilities are a religious facility in support of the religious mission of the Church. The Renter acknowledges that the Church operates the Facilities primarily for use by members of the Church, for public ministry and evangelistic outreach, and to others who agree to abide by the terms of this Agreement and act in accordance with the lifestyle guidelines consistent with the Church’s religious beliefs.
2. The Renter acknowledges and agrees that its use of the Facilities and its activities while at the Facilities will not conflict with the religious beliefs of the Church, as may be directed by the administration or designated representatives of the Church. The Renter further agrees to conduct all of its Function activities while at the Facilities in strict accordance with such religious beliefs. The Renter may be given a Mission Statement, Values, or guidelines with respect to this obligation and the Renter agrees to strictly comply with the same.
3. Renter agrees that it will not bring any alcohol, non-prescription drugs, or tobacco to the Church. If the Renter discovers that any of its Function attendees has done so, the Renter will immediately confiscate and bring such items to the administration of the Church for destruction and/or reporting to the appropriate police authorities, or alternatively remove the attendee from the Facilities and prevent his or her re-entry to the Function and Facilities.
4. The Renter will not conduct, play or broadcast any music or lecture programs, or bring to the Facilities, such music or other materials that are inconsistent with or contradict the teachings of the Church.
5. The Renter will not hold dances, games of chance, sales, or bazaars at the Facilities.
6. Unless the Church has agreed to provide supervision for a Church Program, the Renter agrees to provide appropriate and adequate adult supervision of all persons under the age of nineteen and for all activities undertaken by the Renter while at the Facilities. The Renter agrees that not less than one adult will be at the Function at the Facilities for each 6 persons under the age of nineteen at all times.
7. Unless the Church has agreed to provide medical personnel for a Church Program, the Renter agrees that there will be no obligation on the part of the Church to provide qualified medical personnel at the Facilities or medical supplies. The Renter agrees to provide its own first aid kit and other medical supplies and personnel that in the opinion of the Renter are appropriate or necessary.
8. If any person attending the Function has an accident or medical emergency or requires medical attention of any kind, the Renter will bear full responsibility for such event and its cause and consequences, and promptly inform the designated representative of the Church.
9. The Renter will not bring any pets or domestic animals onto the Facilities.
10. The Renter agrees that it will not permit any noisy activities to take place at the Function after 11:00 pm each evening or before 7:00am each morning (amend to be consistent with local bylaws).
11. The Church reserves the right to permit others to use and occupy the Facilities at the same time as the Renter.
12. The Renter will ensure that all rooms, washrooms and other portions of the Facilities used by it will be left neat and tidy. If the Renter fails to so ensure, the Church may charge the Renter an amount up to 20% of all amounts due and payable under this Agreement for reasonable additional cleaning costs.
13. The Renter will indemnify and save harmless the Church, its officers, directors, employees, volunteers, and agents 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 the use or occupation of the Facilities by the Renter or those for whom the Renter is responsible at law, or a breach by the Renter of its obligations under this Agreement.
14. If the Renter, causes, finds or discovers any damage to the Facilities or to any of the furnishings, facilities or assets of the Church within or around the Facilities, the Renter will promptly provide notice to the Church of such damage, including full details of the nature, cause and location of such damage.
15. The Renter agrees to be responsible for its use of the Facilities and the actions of its members and guests and others attending the Function, including compliance with this Agreement and the Church’s Facility Use and Rental Policy. The Renter agrees to reimburse the Church and pay for any and all damage caused by any of its members or guests and others attending the Function to the Facilities or to any of the furnishings, facilities, or other assets in or around the Facilities.
16. If requested by the Church at any time prior to the Function, the Renter will obtain and provide to the Church evidence of commercial general liability insurance (to the satisfaction of the Church) with coverage for any one occurrence or claim of not less than $2,000,000.00. If requested by the Church, such insurance must:
	1. name the Church as an additional insured; and
	2. provide that the policy will not be canceled without the insurer providing the Church at least fifteen days’ prior written notice
17. The Renter agrees on behalf of itself and all of its members and guests and those attending the Function (together, the “Attendees”) that the Church, its agents, employees, directors, officers, members, or volunteers will not be liable for:
	1. damages to or loss of any property of the Attendees, howsoever caused, whether at the Facilities or elsewhere, and whether or not such property is entrusted to the care or control of the Church or any person for whom the Church may be responsible; or
	2. personal or consequential injury of any nature whatsoever, including death, that may be suffered or sustained by the Attendees or any of the Renter’s members, officers, agents, or employees or any other person arising out of or in connection with the use of the Facilities or the Attendees’ use of or activities at the Facilities.
18. The Renter will not use any of the names of the Church on promotional or other materials without first obtaining the written consent of the Church.
19. Regardless of the activities, services, or facilities referenced on Schedule A, as applicable, the Church reserves the right to limit or cancel the availability of such activities, services, or facilities as it deems appropriate, in its sole discretion.
20. The provisions in this Agreement constitute the entire agreement between the parties and supersede all previous communications, representations, and agreements, whether oral or written, between the parties, and there are no representations, warranties, terms, conditions, undertakings, or collateral agreements (express or implied), between the parties other than as expressly set forth in this Agreement.
21. The parties agree that if any provision of this Agreement is invalid, illegal, or incapable of being enforced by reason of any rule of law or public policy then such provision will be severed from this document and will not affect any other provision contained herein and all other provisions will remain in full force and effect.

|  |  |  |
| --- | --- | --- |
| **The Church** by its authorized signatory: |  | **The Renter** by its authorized signatory: |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
| Authorized Signature |  | Authorized Signature |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
| Date |  | Date |

**Basic Terms of Use for the Facilities**

**Section I**

|  |  |
| --- | --- |
| Name of Renter |  |
|  |  |  |  |
| Address |  |
|  |  |
|  |  |
|  |  |
| Email |  |
|  |  |  |  |
| Phone |  | Fax |  |
|  |  |  |  |
|  |  |  |  |
| Contact Person |  |
|  |  |  |  |
| Email |  |
|  |  |  |  |
| Phone |  | Cell |  |
|  |  |  |  |

|  |  |  |  |
| --- | --- | --- | --- |
| Arrival Date |  | Arrival Time |  |
|  |  |  |  |
| Departure Date |  | Departure Time |  |
|  |  |  |  |
|  |  |  |
| **Group Size (estimated)** |  |  |
|  |  |  |  |
| Adults |  | Teens |  |
|  |  |  |  |
| Children |  | Total |  |
|  |  |  |  |

**Section II**

**Facilities and Services Required**

Please provide a detailed description of the Facilities required:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Please provide a detailed description of your group:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Please provide a detailed description of the activities you wish to hold at the Facilities:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Section III

Personnel Requirements

Please advise us of your requirements for Church personnel. The Church will review this information to determine if it is able to provide the staff members that you require and will indicate in the space below what it is prepared to provide.

Do you require the Church to provide one or more church personnel? Y / N

If yes, how many Church personnel are needed? \_\_\_\_\_\_\_\_

What requirements do you have for Church personnel?

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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| --- | --- | --- |
|  |  |  |
| Applicant Signature |  | Date |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  |  |  |  |  |  |
| Deposit Enclosed | $ |  |  |  |  |  |
|  |  |  |  |  |  |  |
| Payment by: | **Cheque** | **Visa** | **MasterCard** |  |
|  |  |  |  |  |
| Card Number |  | Expiry Date |  |  |  |
|  |  |  |  |  |
| Name on Card |  | Signature |  |  |
|  |  |  |  |  |

**Please note:**

The Church is a religious facility. The Church makes their facilities available for churches, retreats, and conferences of groups as a method of making religious contact with and religious outreach to those groups.

All groups coming to the Church must agree to abide by standards of conduct as set out in the full agreement in order to preserve the religiousnature of the Church and the reason for which the facilities are being made available.

**Section IV**

**Office Use Only**

Total Cost $**\_\_\_\_\_\_\_\_\_**

Details and Conditions (if any):

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The church is able to provide the following (insert numbers and criteria):

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Church personnel provided:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Rental** **Rates**