

TRINITY UNITED CHURCH FACILITY USE AGREEMENT - TERMS AND CONDITIONS

TRINITY UNITED CHURCH MISSION AND CORE VALUE STATEMENTS

Mission - Trinity United Church is a Christian community that explores and shares its faith in open-minded dialogue. Trinity includes and affirms all gifts and ways of being. People of all sexual orientation and gender identities are part of all aspects of the life and work of this ministry. Living out the love of God and the teachings of Jesus Christ, we grow spiritually as we connect with, inspire and serve our community and beyond.

Core Values - Guided by the Spirit, mindful of our roots, we are a community of faith, called to celebrate the Christian gospel by practicing: *“Holy Manners”*; *Inclusion*; *Pastoral Care, Hospitality*; *Community Service*; *Justice-making*; *Open-minded exploration*; *Transparency & Accountability*; *Whole World Ecumenism*; *Stewardship*; and *Life-long learning* to bring about continuous transformation and renewal.

Compatibility – All events being held in Trinity’s facilities must be compatible with the mission and core values of Trinity United Church.

Terminology – The term “renter” refers to all 3rd Party individuals or groups who have been approved to use the facilities, equipment and services as described in this agreement.

Application Submission - The application for use of Trinity’s facilities must be submitted to church not later than 45 days prior to the desired event date(s).

Fees – One Time Event - Full payment of rental and service fees shall be due when “One Time” rental agreements are signed. Fees of “**Long-Term**” Agreements will be made on an agreed upon installment plan.

Security Deposit – shall only be required on “**Long Term Usage Agreements**”. The sum of the security deposit will be determined based on the details of the agreement. The security deposit must be provided to Trinity when the Facility Use Agreement is signed.

Security Deposit Refund – At the conclusion of this agreement, and when all associated terms and conditions of this agreement have been met, Trinity will within thirty days (30), refund all monies remaining in the Security Deposit account.

Cancellation of Agreement

- **Trinity** reserves the right to cancel this agreement should there be a breach of conditions or regulations or should the church be of the opinion that the premises are not being used for the purpose specified on the application.
- From time to time, it may be necessary for **Trinity** to cancel an event. Every effort will be made to facilitate a satisfactory alternative arrangement so the event can go on.
- The **Renter** must notify the church at least seven (7) days in advance of any cancellation, with a **refund** of 50% of deposit.
- If the **Renter** cancels the event two weeks in advance of the event a **full refund** will be made, so long as the church has not incurred any expenses directly related to the event.
- **Refunds** will not be made unless a **cancellation notification** is received as noted above.

- Cancellation of long-term rentals may be made by providing 30-day's notice in writing by either party, **Security Deposits** will be **refunded** as described above.

Responsibility of Renter- The Renter shall be solely responsible for the content, conduct and supervision of all persons attending the event and shall ensure that all the terms and conditions stated herein are strictly observed/and followed.

Child and Youth Protection – Rentals for Child & Youth Programs It is a requirement that anyone or group using the facilities to conduct in children and youth-oriented programs will have policies and procedures in place that meet provincial standards for child and youth protection. The renting organization's policies and procedures will be in full force during any and all use of Trinity's facilities. During **other rentals** supervision of infants, children and youth is the responsibility of the renting entity.

General Use of Space Rules - The "general use of space rules" are to be followed by all parties using the facilities and equipment:

- Use of the kitchen, audio/visual equipment, organ or pianos is not permitted unless stated in the contract.
- **No** alcoholic beverages, illicit drugs, or any form of recreational cannabis are to be consumed in/on church property.
- **No** food or beverages shall be brought into or consumed in or around the facility unless requested in the application and approved.
- **No** Smoking of any type is permitted inside the building and in accordance with local ordinances at least five (5) metres from any entrance to the building.
- **No** nails, tape, tacks, signs, posters or other objects are to be hung or placed in any manner on any surface of the church unless identified and approved in this agreement.
- **No** confetti, rice etc. is to be thrown in or around the building.
- Loud music **is prohibited** in accordance with Smiths Falls bylaws.
- Storage space is **not available** unless stated in the agreement.
- All activities shall be concluded by 11:00 PM unless approved in this agreement.

Pre-Events set-up, Use of space and equipment and Facility clean-up

- Renter is responsible for all set-up and clean-up related to the event unless custodial services are part of the contract.
- The Renter agrees to pay any excessive maintenance or clean-up costs incurred by the church related to their use of the facilities.
- Furniture is not to be moved from one room to another.
- The church does not provide storage space for renter's equipment, costumes, materials of any kind unless approved in the agreement.
- Delivery of materials of any kind prior to the contracted time for the event will not be accepted by the church unless prior arrangements have been made. Payment for additional time in the space may be required.
- All garbage must be properly separated (recyclable & cooked items), bagged, sealed and stored in trash cans as provided by the church. Receptacles and bags are provided by the church.
- Cleaning equipment and supplies will be provided.

Security

- At the cost of the renter, an authorized representative of Trinity shall be required to Open/Close the facilities, unless otherwise agreed upon.
- The Renter will not allow unauthorized person(s) to enter or use the church property.
- Key and Fob Allocation – If it is agreed that the renter will open and close the facility, arrangements for key and fob shall be made. There may be a security deposit for the key and fob allocation.
- At least one church representative is to be on site at all times that the Renter and related personnel are within the facility, unless otherwise agreed upon.
- Activities shall be confined to the facilities and rooms specified in the agreement.
- The building can only be entered and must be vacated at the times stipulated in the agreement, unless otherwise agreed upon.
- Prior to leaving the facilities, the renter will ensure that all windows are closed and locked and all exterior doors are closed, alarmed and locked. Heating, lighting and/or fans are to be left in the same state as found.
- Renter acknowledges that it has been advised that the church is not providing any security service in conjunction with the rental of the facility.

Fire and Safety

- Renter will participate in an orientation meeting regarding Trinity's security, fire and safety policies and procedures, including a tour of church facilities to ensure an understanding of program and church requirements.
- The renter will sign a statement acknowledgement of completing the orientation.
- All exits must be kept free from obstruction at all times in case of fire.
- Candles, lanterns or other open flames are prohibited inside the building without specific identification and approval (in accordance with local fire safety codes) are stated in this agreement.

Merchandise Sales:

- Any storage and sale of event related merchandise must be pre-approved by the church.
- The church has a right to deny the sale of event related merchandise if it is deemed to be in conflict with the purpose and objects of the United Church of Canada & Trinity United Church specifically.

Taxes:

- Renter shall be responsible for any and all taxes associated with their expenses related to this event.

Food Services/catering

- The United Church Women (UCW) provides Trinity's catering service. The UCW is responsible for the use of Trinity's kitchen. The UCW has the first right of refusal regarding catering service when renter's require food service support.
- While an "outside catering service" may be chosen, the decision to make the kitchen available to the caterer is a UCW decision.

Damage to the Church

- Renter is responsible for any and all damages to the Church caused by acts of Renter or its agents, employees, patrons, guests and artists whether accidental or otherwise.
- Renter agrees to leave the Church in the same condition as existed on the date Renter took possession, ordinary wear and use excepted.
- Any additional charges incurred because of unusual cleanup or incomplete technical restoration will be borne by the Renter.
- The church shall not be responsible for any property the Renter leaves in the Facility after the termination of the rental period, and Renter hereby agrees to pay for the reasonable cost of disposal of such property.

Insurance

- The Renter assumes 3rd Party liability for any damages to the church and its contents resulting from the actions of any member of its organization and event participants.
- The Renter shall provide Trinity with a copy of their certificate of insurance with a minimum coverage of two (2) million dollars.
- Trinity United Church Smiths Falls must be named as an additional ensured on the certificate of insurance... "Trinity United Church Smiths Falls, 41 Market St., Smiths Falls, ON, K7A 2E7".
- The certificate of insurance must reach Trinity not later than seven (7) working days prior to the start of the event **or** the event will not proceed.
- If the Renter has no such policy, then they must purchase 3rd Party Event Liability Insurance
- The Renter expressly waives any liability on the part of Trinity for any loss, injury or damage suffered by the Renter or any patron, agent, volunteer or employee of the Renter.
- Also, the church shall not be liable for any loss of or damage to any personal property which the Renter or its personnel may bring onto and/or leave in the facility.

Licenses (Relating to Musical Presentations)

Renter hereby warrants that it has obtained all necessary licenses for the performance and display of any plays, music, or other copyrighted material during the Event, and hereby agrees to indemnify and hold the Trinity United Church harmless for any liability arising from its failure to obtain such licenses in advance of the Event.

Force majeure

In the event that, as a result of storms, fire, disaster, official evacuation, power failure, public tumult, or other events outside of the control of the parties, the performance of the Event shall become impossible or inadvisable, this Agreement shall be cancelled without liability on the part of either party.

No Warranties

Renter acknowledges and agrees that the church has made no representations, express or implied, concerning the fitness of its facilities for the use contemplated for it by the Renter. The Renter agrees that it has had adequate opportunity to inspect the facilities and determine their fitness and adequacy prior to entering into this Agreement. The Church shall make best efforts to provide the facility as inspected, including utilities, but it shall not be liable for any special or consequential damages, and its maximum liability under any circumstances shall be limited to the amount of rental fees actually collected.

Laws and ordinances: The Renter agrees to observe and abide by all applicable municipal, provincial and federal laws and ordinances, including but not limited to noise ordinances and fire codes.

Assignment: This Agreement may not be assigned by either party without the express written permission of the other having first been obtained.

Non-discrimination: Renter agrees that it shall not discriminate against any person with regard to admission to the event with respect to such person's race, colour, sex, sexual orientation, national origin, religion, age, veteran status, political affiliation, or disability.

Costs of enforcement: In the event it becomes necessary for Trinity, due to the Renter's non-performance of any of its duties under this Agreement, to pursue legal remedies to enforce the provisions of this Agreement, or to pursue damages for a breach thereof, Renter agrees that Trinity shall be entitled to reasonable costs of collection and solicitor's/lawyer's fees.

Riders: Riders attached to this Agreement by Trinity are incorporated into the Agreement as if fully restated herein. In the event of any discrepancy between such Riders and this agreement, this agreement shall control.

Subletting: Renter may not sublet or assign space(s) to any other entity. Renter may not utilize the rented space(s) for any purpose other than that specified in the contract.