



**Facility Rental Contract Terms and Conditions
For the Space at St. Andrew's Presbyterian Church
31 King Street, Picton, Ontario**

Facility Rental Contract, hereinafter referred to as "Rental Contract" between St. Andrew's Presbyterian Church, hereinafter referred to as "St. Andrew's," and the User of the Facility, hereinafter referred to as the "Renter" or Renter(s)."

The renting of St. Andrew's is for community organizations, clubs, businesses, and individuals or groups for life events such as weddings and other celebrations. The Renter must obtain and maintain liability coverage that holds St. Andrew's Presbyterian Church harmless and accepts the possibility of harm, not only from the activity itself but the added risk of contracting an illness or proof that the participants of the community organizations, clubs and businesses, individuals and groups accept the possibility of harm, not only from the activity itself but the added risk of contracting an illness.

1. Renter Details

Name of Group or individual(s) ("Renter"):

Person Responsible:

Postal Address:

Email Address:

Phone- Cell:

Home:

2. Rental Details

Brief Description of the Event:

Expected Attendance:

Date(s)/Time(s) of Rental:

Hours of Event. Between the hours of AM/PM and AM/PM

Time renters need for set up and clean up:

Indicate items required for the event:

Please note that a cleaning fee may apply depending on the event's scope. Additional fees for AV equipment will be calculated starting at \$50.

Equipment Required:

Items	Check if needed	Number
Chairs		
Tables		
Linens		
Dishes		
Kitchenette		
Commercial Kitchen		
Projector and other AV Equipment		

Costs:

Item	Amount	Date money received
Rental		
AV fee		
Staff support fee		
Use of commercial kitchen		
Cleaning fee		
Total:		

Please read sections #4-8 under general conditions for details regarding rental policies.

3. Alcoholic Beverages

Will alcoholic beverages be sold/served at the event? Yes: ____ No: ____

Date: _____ Initials _____

If alcohol is sold or served, it is the responsibility of the Renter to ensure that all required permits and authorizations are obtained and to provide proof of liability insurance for not less than \$2,000,000 with St. Andrew's being named as an additional insured on the policy and to observe all applicable laws and regulations.

4. Insurance

Has proof of insurance been provided to the venue? Yes: ____ No: ____

The terms and conditions of this Rental Contract are set out on this page and in the general conditions on pages 3 and 4, which are attached hereto. This is the complete agreement between St. Andrews and the Renter, and no other conditions or undertakings outside this agreement, express or implied, will prevail. The Renter has read, understood and agrees to abide by the terms and conditions of this agreement.

Additional insurance is not required for Church events such as weddings and celebrations of life.

Signatures

Renter

Print Name

Signature

Date

St. Andrew's Representative

Print Name

Signature

Date

GENERAL CONDITIONS

The Renter

1. Renter(s) must assume and accept all inherent risks, including any risk of damage, loss, injury, death or illness and possible exposure to a communicable disease (See Indemnification for detailed list)
2. Without limiting any other term of this Rental Contract, the Renter(s) must comply with all applicable provincial orders, directives, and guidelines of the public health authority for the Province of Ontario and Hasting Prince Edward Public Health.
3. The Renter must ensure that all persons in attendance at the event associated with this Rental Contract must conduct themselves in an orderly manner and comply with all Federal, Provincial and Municipal laws, by-laws and regulations. Failure to do so may result in the cancellation of this Rental Contract at the option of St. Andrew's.
4. The Renter must be 18 years or older and may not exchange, assign, or give the use of the facility for the date(s) on this Rental Contract to any other person or group without the express written consent of St. Andrew's.
5. **The Renter shall provide the completed rental agreement within one week of confirming the booking date and agrees to pay the invoice in full at the agreed date.**
6. The Renter shall leave the premises clean and tidy. If utilizing the facility chairs and tables, the renter agrees to return them and stack them properly behind the barrier on the stage in the sanctuary. This can be discussed at the time of booking. If dishes are used, they must be cleaned and returned to the cupboards. None of the contents (for example, chairs and tables) are to be removed from the premises at any time unless permission has been given to move items outside. Should the premises require cleaning or repair, costs will be deducted from the security deposit. The excess will be billed to the Renter if costs exceed the deposit. The Renter is financially responsible for any loss or damage to St. Andrew's or the contents therein.
7. **St. Andrew's will invoice for additional charges in the following situations:**
 - a. The renter did not remove garbage. Bag Tag fees and a removal fee will be charged per bag.
 - b. Recycling was not adequately sorted and bagged.
 - c. Alcoholic beverages were found on the property without an SOP and appropriate Insurance.
 - d. The furniture was not returned to their storage area.
 - e. Dishes were left out and not cleaned.
8. The Renter shall provide the total rental amount in money order/bank draft or e-transfer **at the time of booking or the agreed-upon date.**

9. The Renter will not bring in an inflatable structure such as a bouncy castle or obstacle course.

These are not permitted within the facility or outside the property for liability purposes.

10. The Renter shall provide immediate notification of booking cancellation. There will be no cancellation charge if cancellation occurs seven days or more before the booked event. **Otherwise, the prepaid rent will be forfeited unless the facility is re-rented.**

11. The Renter is personally responsible for the supervision of St. Andrew's and for the conduct of all those in attendance in St. Andrew's during the rental period.

12. The Renter agrees that no smoking will occur indoors and that any smokers who smoke outside will use the ashtrays provided.

13. The Renter has inspected St. Andrew's and agrees to accept it in "as is" condition.

14. The Renter shall abide by all applicable laws governing the use of the St. Andrew's, including smoking, fire, liquor, cannabis, vaping, noise and Provincial/Local Board of Health regulations.

15. The individual signing this agreement on behalf of the Renter has the authority to bind the Renter to the terms and conditions of this agreement.

16. The Renter assumes all responsibility for promoting its course, workshop or event except as noted in item #4 below under "St. Andrew's."

17. The Renter agrees to comply with the recommendations set out by Public Health, understanding that they are responsible for the well-being of those in attendance during their rental period.

18. The Renter agrees that any activity or material provided during their rental period will be free of racism, homophobia, transphobia, and misogynistic content. If it is discovered that this type of activity or material will be provided for the event, St. Andrew's reserves the right to cancel the event and withhold the security deposit. St. Andrew's reserves the right to prohibit future bookings to renters who do not abide by this policy.

INDEMNIFICATION

St. Andrew's Presbyterian Church shall not be liable for any bodily injury, personal injury, or illness; possible, actual or alleged exposure to, or transmission of, a "communicable disease"; and/or property damage, or any other type of loss or other liability with the respect of the loss or theft of clothing or equipment that belong to the Renters, its representative, participants, or anyone attending on the invitation of the Renters. As part of the consideration for St. Andrew's renting their space to the Renter, its members and anyone attending by invitation, the Renter hereby agrees to:

Release, waive, and forever discharge; and agree to protect, indemnify, hold and save harmless St. Andrew's, its servants, agents and representatives from and against all claims, demands, damages, costs, expenses, actions and causes of action, whether in law or equity, in respect of or in any way related to death, injury, loss, damage or illness and possible, actual or alleged exposure to, or transmission of, a "communicable disease," by whomsoever caused, made or brought, arising out of the Renters(s) use of the facility. For this Rental Contract, "communicable disease" means any disease, virus, or contagion, any derivative of any disease, virus, or contagion, including, but not limited to, those designated by any of the following:

- a) A Federal, Provincial or Municipal authority or agency;
- b) A minister of the Federal or Provincial Crown;
- c) A person occupying the position of the Chief Medical Officer of Health (or similar status) of a Federal, Provincial, or Municipal authority or agency, a Minister of the Feral or Provincial Crown; a person occupying the position of Chief Medical Officer of Health (or similar status) of a Province or Municipality, The World Health Organization, or the Centre for Disease Control of Canada or Ontario.

Communicate disease includes, but is not limited to, the following diseases, viruses or contagions:

- 1. Coronavirus disease (COVID-19)
- 2. Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)
- 3. Ebola
- 4. Avian Influenza
- 5. Legionnaire's Disease

Date: _____ Initials _____

St. Andrew's

1. St. Andrew's shall provide their space clean and tidy and maintain external access to the Facility during the rental period.
3. St. Andrew's reserves the right to terminate this agreement immediately if the Renter uses St. Andrew's for activities not specified in this agreement or allows conduct that may cause property damage or personal injury or is in default of any of the terms and conditions of this agreement.
4. St. Andrew's reserves the right to take photos of events to use in its promotional material.

Date: _____ Initials _____