



Rental Agreement

Agreement made this _____, day of _____,

Between

The United Church of Canada, as represented by:
St. Andrew's United Church, PO Box 224, 2585 County Road 29, Pakenham ON K0A 2X0
(Hereinafter called the "Church")

And

(Hereinafter called the "Renter")

For rental/use of the:

- Sanctuary Stewart Hall Sanctuary & Stewart Hall A-V Manager & Technicians
- Kitchen Dining Hall Kitchen & Dining Hall Offices and other rooms

On _____ Date(s)

Between the hours of _____ Hours of Use

For \$ _____ Rental Costs

The parties agree as follows:

1. General

- a) The Church shall, in its sole discretion, make spaces available for rent to individuals and groups.
- b) Any group with outstanding charges from previous events will not be allowed to use or rent the facilities until such charges are paid in full.
- c) The full amount for the rental is due when the contract is signed.
- d) The Renter understands that a reservation does not guarantee availability of the Church. Occurrences beyond the control of the Church, such as a funeral, fire, flood, etc., may render the Church unavailable. If the Church is unavailable on the reserved rental day for any reason, the Church will return the entire rental fee paid by the Renter, and this will be the entire liability of the Church. Except for return of the rental fee, the Renter agrees to hold harmless and fully indemnify the Church from and against any and all damages, claims, demands, judgments, expenses (including but not limited to reasonable attorney's fees) and injuries arising from or in any way related to the Renter's reservation and/or use of the Church.
- e) Renter agrees to comply with the terms of the contract including terms outlined in Addendums A.

2. Rental Fees

Dining Hall Rental Rate

The Dining Hall comfortably seats 100 for a sit-down meal and 125 for a stand-up event.

The dates of the rentals must be set and paid for at the time the contract is signed.

The following rates and discounts apply to rentals of the Dining Hall in the same contract:

1 to 4 Hours		5+ Hours	
Flat	Hourly rate	Flat	Hourly rate
1 to 3 Rentals in one contract	\$40	1 to 3 rentals in one contract	\$40 flat rate + \$40 per hour for hours 5 and beyond
4 to 9 Rentals in one contract	\$30	4 to 9 Rentals in one contract	\$30 flat rate + \$30 per hour for hour 5 and beyond
10 + Rentals in one contract	\$25	10 + Rentals in one contract	\$25 flat rate + \$25 per hour for hour 5 and beyond

For example, in rate class "1 to 3" above, the rate for a five-hour rental would be the \$40 flat rate plus \$40 for hour five. Therefore, the rate for five hours is \$80, for six hours is \$120 and so on.

If you sign a contract for 4 – 9 rentals or 10 or more rentals and do not use the building the number of times agreed to in the contract you must top up your payment to cover the rate differential between the actual number of rentals you use and the discounted rate. Further rentals of our facility will not be possible until the differential is paid.

Dining Hall Setup of Tables and Chairs

St. Andrew's does not have staff to set up tables and chairs.
You will be given access to the facility ahead of your event to do your set up.

Kitchen Rental Rate

The dates of the rentals must be set and paid for at the time the contract is signed.

The following rates and discounts apply to rentals of the Kitchen in the same contract:

\$25 for a member of the church to be on-site providing assistance and support - plus.

1 to 4 Hours	Flat	5+ Hours	Hourly rate
1 to 3 Rentals in one contract	\$40	1 to 3 rentals in one contract	\$40 flat rate + \$40 per hour for hours 5 and beyond
4 to 9 Rentals in one contract	\$30	4 to 9 Rentals in one contract	\$30 flat rate + \$30 per hour for hour 5 and beyond
10 + Rentals in one contract	\$25	10 + Rentals in one contract	\$25 flat rate + \$25 per hour for hour 5 and beyond

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Catering

If St. Andrew's provides catering for your event the Dining Hall and Kitchen fees are waived.
Catering prices are available on the church website at:
<https://www.standrewsunitedpakenham.org/catering.html>

Sanctuary Rental Rates

Rates for Non-Revenue Generating Events

e.g., rehearsals, lessons, recitals, presentations, readings etc.

The dates of the rentals must be set and paid for at the time the contract is signed.

The following rates and discounts apply to rentals of the Sanctuary in the same contract:

1 to 4 Hours	Flat	5+ Hours	Hourly rate
1 to 3 Rentals in one contract	\$40	1 to 3 rentals in one contract	\$40 flat rate + \$40 per hour for hours 5 and beyond
4 to 9 Rentals in one contract	\$30	4 to 9 Rentals in one contract	\$30 flat rate + \$30 per hour for hour 5 and beyond
10 + Rentals in one contract	\$25	10 + Rentals in one contract	\$25 flat rate + \$25 per hour for hour 5 and beyond

For example, in rate class 1 to 3 above, the rate for a five-hour rental would be the \$40 flat rate plus \$40 for hour five. The rate for five hours is \$80, for six hours is \$120 and so on.

If you sign a contract for 4 – 9 rentals or 10 or more rentals and do not use the building the number of times agreed to in the contract you must top up your payment to cover the rate differential between the actual number of rentals you use and the discounted rate. Further rentals of our facility will not be possible until the differential is paid.

Rates for Revenue Generating Events

e.g., a concert where tickets are sold or a free will offering is requested.

Part 1

\$100 deposit

The deposit must be paid when the rental contract is signed. The deposit will be refunded if the event is cancelled by the renter more than 30 days prior to the event. The deposit is non-refundable if the event is cancelled by the renter within 30 days of the event. If it is necessary for the church to cancel the rental due to occurrences beyond our control or an urgent event such as a funeral the full deposit will be refunded.

Part 2

10% of gross ticket/entrance revenue to be paid within 10 days following the end of the event.

If 10% of gate revenue is less than \$100 St. Andrew's will retain the entire \$100 deposit. If 10% of the gate revenue is more than \$100 the renter will pay the difference between the deposit and the 10% within 10 days of the end of the event

Use of Audio-Visual System

Use of A-V equipment:

- ~ Sanctuary and Stewart Hall is a flat rate of \$50
- ~ Dining Hall is a flat rate of \$50

Our staff must run the equipment:

- ~ A-V Manager...\$25 per hour with a four-hour minimum

Non Profit/Community Partner Rental Rate

This rate may be offered to community partners and non-profit organizations.

The Church has sole discretion with respect to charging this rate.

This rate may be charged if/when the Church determines that the event contributes to the betterment of the community.

This rate applies to all spaces in the church and is valid for any 24-hour period.

Flat rate: \$40.

The dates of the rentals must be set and paid for at the time the contract is signed.

The Church reserves the right to waive rental fees for non-profits and community partners.

Prices are updated occasionally based on costs.

3. Terms of Usage

The following terms apply to the Renter and all persons attending the function.

- a) The Renter acknowledges that they are renting a church and that the Church operates its facilities primarily for use by members of the Church and those who agree to abide by the terms of this agreement and who further agree to treat everyone they encounter on our property with respect, compassion and kindness.
- b) Use of the facility must not interfere with Church activity.
- c) The name of the Church shall not be used as an endorsement.
- d) Rental to any group does not mean that the Church endorses the beliefs and practices of the rental group.
- e) There is no obligation on the part of the Church to provide medical personnel or medical supplies. If any person attending a rental function has an accident, medical emergency or requires medical attention of any kind, the Renter will bear full responsibility for such event and its cause and consequences.
- f) The Church is not responsible for any damages to, or loss of property, of the Renter or attendees.
- g) The Renter is responsible for all damage to the building or its contents that result from the Renter's event.
- h) All members of the rental party must stay in the areas designated for the event.
- i) Children must be supervised at all times.
- j) The kitchen facilities can only be used under the supervision of a Church appointed Facilities Manager.
- k) Any relocation of equipment or furniture must be done in consultation with Church personnel.
- l) Music for parties, receptions and other social events will be permitted, provided such music is maintained at a reasonable level and does not disturb the peace.
- m) Smoking and the consumption of non-prescription drugs is prohibited on the Church property.

- n) The Renter can bring alcohol into the building if the Renter:
 - ~ provides proof of short-term event insurance including host liquor liability that adds St. Andrew's United Church as an additional insured (see item "4" below);
 - ~ guarantees that the alcohol is not sold to anyone on the premises or at the function;
 - ~ ensures that alcohol is only available and consumed in the Dining Hall and kitchen on the lower level; and
 - ~ removes all empties from the premises at the end of the event.
- o) If the Renter breaches the terms of this agreement, the event may be cancelled without notice, even if in progress, without refund of fees.

4. Insurance and Liability

The church's insurance covers church hosted and non-revenue generating events only. Because we want our guests to be protected in case of accidents or mishaps, we strongly recommend that renters acquire their own liability insurance, especially if they are serving alcohol, (also see item "n" above). The options are:

- adding a rider to your homeowner policy;
- using your business or organization insurance; or
- purchasing special event insurance such as PAL (Party & Alcohol Liability Insurance).

If you decide not to purchase insurance, signing this agreement means that you fully accept and assume all risks and all responsibilities for losses, costs and damages you and your guests may incur as a result of participation in your event. You are further agreeing to release and discharge St. Andrew's and its directors, officers, agents and members from all liability, claims, demands, losses and damages.

If you need assistance, our insurance agent at Broker Link is Veronika Maslova at 613-836-2473 ext. 88313 vmaslova@brokerlink.ca

I agree to all terms and conditions set out in this agreement and its addendums.

The Church by its authorized signatory:

Nancy Townend
Name.

613-624-5400
Contact Number. Please print or type

st.andrews.secretary@hotmail.com
E-mail. Please print or type

Signature

_____/_____/_____
Day Month Year

Renter by its authorized signatory:

Name. Please print or type.

Contact Number. Please print or type

E-mail. Please print or type

Signature

_____/_____/_____
Day Month Year

Rental Agreement: Addendum A

Renter's Check List

Renter will:

- ▶ be responsible for having a primary contact present in the facility during the rental period
This contact shall be responsible for monitoring occupancy and all activity of Renters during the event;
- ▶ have their own liability insurance as they have been made aware that they could be personally liable in the case of any accidents or mishaps (also see item "n" and section 4 of the agreement);
- ▶ be responsible for decorating the rental space, subject to approval by the Facilities Manager
No scotch tape, nails or tacks of any kind may be used on the walls. You are welcome to use the hangers under the windows in the Dining Hall to display signs or other information. Loose confetti and glitter may not be used as decoration.
- ▶ ensure that the facility is in the same condition as it was when it was rented;
- ▶ report, and pay for, any equipment or property damage incurred by Renters during event;
- ▶ not bring any pets or animals onto the premises except for Service Animals;
- ▶ enter and vacate the facility within thirty (30) minutes of the start and end of the rental period, ensuring that all participants have departed from the facility;
- ▶ adhere to an attendance capacity of:
 - ▶ no more than 100 people for a sit-down meal; and
 - ▶ no more than 125 people for a reception or party.
- ▶ not touch any temperature or other equipment settings in the facility;
- ▶ ensure that any and all equipment, decorations, or any item(s) not belonging to St. Andrew's are removed at the end of the event; and
- ▶ ensure that all empties from alcohol are removed from the premises immediately after the event.