

**FACILITY USE AGREEMENT**

**PARKWAY ROAD PENTECOSTAL CHURCH (the "Church")**  
**PO Box 250, 7275 Parkway Road, Greely, ON, K4P 1N5**  
Facility Manager | Nancy Lacasse | 416.834.4573 (cell) | nlacasse@rogers.com

**NOTE TO APPLICANT: To apply for use of the Church Facilities, an authorized representative of the Applicant will be required to review and submit an executed copy of the following Church's Facility Use Agreement ("Agreement") to the Church offices, a deposit for the use of the Church Facilities in the amount of \$100, and any required supporting documents to such Agreement. However, a preliminary phone call to the Church office by the Applicant is recommended in order to check the availability of the Church Facilities.**

Full legal name of Applicant(s): \_\_\_\_\_

Authorized Representative of Applicant (if different): \_\_\_\_\_

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

Telephone #: \_\_\_\_\_

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

Date(s) that Booked Facility is required (\*Including Rehearsal or set up times): \_\_\_\_\_ & \_\_\_\_\_

Time required (including all set-up, clean up and event completion time): From: \_\_\_\_\_ to: \_\_\_\_\_

Full description of the function/use and a brief explanation of who may be using the Booked Facility: \_\_\_\_\_

Will you be charging admission?  Yes  No \* How much will you charge: \$ \_\_\_\_\_

No. of Persons expected to attend: \_\_\_\_\_

Applicant is a Member of the Church (as defined in the By-Law of the Church):  Yes  No

Applicant is a Attendee of the Church (as defined in the By-Law of the Church):  Yes  No

Applicant is not affiliated with the Church (as defined in the By-Law of the Church):  Yes  No

**Room/space required?**

Worship Center  Activity Center (Comes with Kitchen use)  Foyer (Comes with Cafe Use)  Nursery

Kids Center (5 classrooms + open space for group) (# of classrooms needed? \_\_\_\_\_)

Sound/ Lighting (mandatory sound tech for the Worship Center)

Projectionist (mandatory for Worship Center for any images/text to be displayed)

\* all digital files must be submitted 5 business days prior to event. (1920x1080 wide screen)

Stage instruments (What instrument? \_\_\_\_\_)  Pianist  Photocopier

Stage set up Needs:  Fully Cleared Stage (Piano never moves)  Partially Cleared stage  No clearing needed

Chairs/Tables (How many requested? \_\_\_\_\_/\_\_\_\_\_) Set Up Style: Banquet / U-Shaped / Theatre

Parking required?: \_\_\_\_\_ Additional information: \_\_\_\_\_

*The custodian, together with any other applicable Church representatives as outlined below, is required for all bookings and is paid according to the fee estimate attached to this Agreement.*



Total fee for use of Booked Facility: \$ \_\_\_\_\_ G.S.T. on the fee: \_\_\_\_\_

Deposit received: \_\_\_\_\_ Balance required prior to event date: \_\_\_\_\_

**INSURANCE:** A certificate of comprehensive/commercial general liability insurance (liability insurance policy) that is adequate in the opinion of the Church is required in the amount of not less than \$1,000,000, which covers the Applicant's use of the Booked Facility, the date(s) required for such use, sexual abuse claims coverage in an amount of not less than \$2,000,000, and which includes the Church as a named insured. This coverage should be obtained from the Applicant's insurer and will be at the cost of the Applicant.

**The Applicant hereby acknowledges having read and agrees to the Conditions of Use set out in this Agreement, and that the Applicant agrees that it will be responsible for all obligations, monetary and otherwise, as outlined herein.**

For Applicants who are individuals, please use signature line below:

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

For Applicants which are unincorporated associations, please use signature line below:

\_\_\_\_\_  
Name of Applicant

\_\_\_\_\_  
Signature of Authorized Signing Officer (or Officers) of Applicant

\_\_\_\_\_  
Date

I/We have authority to bind the unincorporated association.

For Applicants which are corporations, please use signature line below:

\_\_\_\_\_  
Name of Applicant

\_\_\_\_\_  
Signature of Authorized Signing Officer (or Officers) of Applicant

\_\_\_\_\_  
Date

I/We have authority to bind the corporation.

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**FOR CHURCH INTERNAL PURPOSES ONLY:**

Responsible party to review application: \_\_\_\_\_ Date of Review: \_\_\_\_\_

Disposition of application:  Approved  Denied  Cancelled

Reasons for disposition: \_\_\_\_\_

Deposit Required: \$ \_\_\_\_\_ Deposit received:  Yes  No

Rental Fee Required: \$ \_\_\_\_\_ Date Required: \_\_\_\_\_ Received:  Yes  No

Approval of use of Sound System:  Yes  No Tech: \_\_\_\_\_

Approval of use of Projector:  Yes  No Tech: \_\_\_\_\_

Approval of use of Activity Center:  Yes  No Details: \_\_\_\_\_

Approval of use of Worship Center:  Yes  No Details: \_\_\_\_\_

Approval of use of Foyer Center:  Yes  No Details: \_\_\_\_\_

Approval of use of Kids Center:  Yes  No Details: \_\_\_\_\_

# CONDITIONS OF USE

Pertaining to the use of the Booked Facility, it is understood and agreed that the following conditions will govern the manner in which the Booked Facility is to be used by the Applicant.

## TERMS OF USE

The Church grants to the Applicant a non-exclusive license to use the Booked Facility requested in this Agreement for the time set out therein, subject to the terms and conditions in this Agreement.

## RESTRICTION OF USE

The Booked Facility shall only be used for the purposes set in this Agreement as authorized by the Church and for no other purposes. The said purposes for which the Booked Facility is to be used by the Applicant shall further the charitable objects of the Church and any policies of the Church in place from time to time, as determined in the sole discretion of the Church. The Booked Facility must be occupied not earlier than the time specified and must be vacated by the time specified on this Agreement. No property or equipment of the Church may be moved from their present location to accommodate a function or activity, unless written pre-approval is obtained from the Church.

## AUTHORITY OF THE CHURCH

An attending person representing the Church may be designated by the Church prior to the use of the Booked Facility, and the representative of the Church may ask any person or group to vacate the Booked Facility in the event of misconduct or in breach of the conditions set out in this Agreement.

## REFUSALS OR CANCELLATIONS BY CHURCH

The Church reserves the right to refuse an application to use or cancel the use of the Booked Facility by any Applicant. Where an application for use of the Booked Facility is refused or cancelled by the Church, then the deposit which accompanied this Agreement will not be refunded. The Church may, but is not obligated, to give written notices of refusal or cancellations. Use of the Booked Facility may be cancelled by the Church for any reason provided that notice of such cancellation is given at least one (1) week prior to date of use of the Booked Facility, save and except for any emergency situations as determined in the sole discretion of the Church Council where only twenty-four (24) hours advance notice is required. If, due to unforeseen circumstances, the Booked Facility is, in the opinion of the Church, unusable or unsafe, thereby resulting in a cancellation of the Booked Facility, a full refund of the deposit and any rental fees paid to the Applicant shall be made by the Church within seven (7) days of the cancellation.

## CANCELLATIONS BY APPLICANT

Cancellation by an Applicant which is received at least two (2) weeks prior to the date of the use of the Booked Facility will result in a full refund of any deposit made to the Church by the Applicant. Where an Applicant does not utilize the Booked Facility without two weeks' prior notice of cancellation, the Applicant will forfeit its deposit and all rental fees paid. No refunds will be issued by the Church.

## NO RECEIPTS

Receipts for monies paid by Applicants will NOT be eligible for official donation tax receipts under the *Income Tax Act*.

## FACILITY CARE

The Applicant is responsible for all set-up and clean-up of the Booked Facility. The Booked Facility is to be left in the same condition as it was before occupancy by the Applicant. For events that take place on Saturdays, the event must be completed and the Booked Facility returned to its original condition by no later than 10:00 p.m. on the said Saturday. In any event, all events must be completed by the Applicant at least two (2) hours prior to the start of a scheduled Church service or any other Church program, activity or event.

## AUTHORIZED REPRESENTATIVE

An Applicant shall designate an individual to be its authorized representative in relation to its use of the Booked Facility with the authorized representative to have the authority to act on behalf of the Applicant, as evidenced by a copy of the applicable authorizing resolutions of the Applicant being provided to the Church. The said authorized representative of the Applicant shall act as the liaison between the Applicant and the applicable representatives of the Church and shall be present during any use of the Booked Facility by the Applicant.

## **ACCESS TO FACILITY**

The Applicant will not be provided with access to the Church offices, library, nursery, classrooms or storage areas without the express permission and written agreement of the Church,

### **USE OF AUDIO-VISUAL EQUIPMENT (IF APPLICABLE)**

Subject to the written approval of the Church, the Applicant may request access to the audio-visual equipment of the Church during its use of the Booked Facility. Such use of the audio-visual equipment by the Applicant will require the scheduling of an approved Church sound technician, the costs of which shall be paid by the Applicant.

### **USE OF NURSERY (IF APPLICABLE)**

Subject to the written approval of the Church, the Applicant may request use of the Church's nursery facility. Such use of the nursery facility by the Applicant will also be subject to the Church being able to schedule two (2) approved Church nursery workers, the costs of which shall be paid by the Applicant.

### **USE OF KITCHEN (IF APPLICABLE)**

Subject to the written approval of the Church, the Applicant may request use of the Church's kitchen facility for the purposes of a "warming kitchen" only, the costs of which shall be paid by the Applicant. No formal cooking of meals in the Church kitchen is permitted by the Applicant. Such use of the kitchen facility by the Applicant will also be subject to the Applicant confirming with the kitchen use restrictions set out in the Facility Use Policy.

### **PARKING (IF APPLICABLE)**

Subject to the written approval of the Church, the Applicant may request use of the Church's parking lot.

### **SNOW REMOVAL (IF APPLICABLE)**

The Applicant will be required to reimburse the Church for the costs of any necessary snow and/or ice removal that is required in relation to its use of the Booked Facility.

### **GOVERNMENT REGULATIONS**

The Applicant is to comply with all federal, provincial and municipal laws applicable to the Applicant's use of the Booked Facility.

### **MAXIMUM NUMBER OF PEOPLE**

The Applicant will comply with the requirements of the Ontario Building Code, the Ontario Fire Code and all other statutory and/or municipal requirements in relation to the maximum number of persons allowed in the Booked Facility.

### **KEYS TO BOOKED FACILITY**

Unless specifically authorized by the Church, keys to the Booked Facility will not be issued to an Applicant or its authorized representatives. Access to the Booked Facility by the Applicant will be arranged by the Church office administrator, the custodian or another authorized representative of the Church.

### **PROHIBITED USES AND PRACTICES ON PROPERTY**

The following uses and practices are prohibited at the Booked Facility:

- Activities hazardous to people or property, or which cause annoyance to adjacent residents
- Weapons
- Profane or abusive language
- Games of chance involving money lotteries or gambling
- Motorized vehicles except in designated parking areas
- Narcotic and other hallucinatory drugs
- Occult practices
- Alcoholic beverages
- Fireworks

### **USE OF MUSICAL INSTRUMENTS (WHERE APPLICABLE)**

The piano and organ are not to be moved from their present location to accommodate a function or activity, unless the Church has been notified by written notice and has agreed to it. If the piano and/or organ are to be moved from their present location to anywhere, and prior confirmation has been obtained from the Church, a current piano or organ tuning fee may be charged to the Applicant. In extreme circumstances where the piano and/or organ must be removed from their current location, the Applicant must hire professional piano movers to remove and replace them to their original location. As well, a tuning fee will be charged to the Applicant.

### **SUPERVISION**

The Applicant will be responsible for the conduct and supervision of all persons admitted to the Booked Facility and the Applicant and its invitees/guests will observe all conditions set out in the Agreement. If children are present during the Applicant's use of the Booked Facility, then the Applicant will be responsible to ensure that they are under responsible adult supervision, which supervision shall be carried out by individuals who have been appropriately screened and whose conduct with children is monitored in accordance with a child protection policy that is consistent with the child protection policy of the Church in place from time to time, a copy of which the Applicant acknowledges receiving. The Applicant will be

solely responsible for all acts of omissions due to or caused by any person at any time, while the Applicant is in occupation of the Booked Facility or any portion of it.

**ANIMALS**

With the exception of seeing eye dogs or other animals specifically designated to aid the handicapped, no animals are permitted inside the Booked Facility without the express permission and written agreement of the Church.

**DAMAGE AND LOSS TO THE BOOKED FACILITY**

The Applicant is responsible for any damage, loss or theft of possessions arising from its use of the Booked Facility. Where any damage or loss to the Booked Facility is caused by the Applicant or any person(s) under its supervision during its use of the Booked Facility, the Applicant will be notified both verbally and in writing of the said damage or loss by the Church within ten (10) days of the said damage or loss being identified. Within ten (10) days of the date of the said written notice, the Applicant will be given an opportunity to review the said damage or loss to the Booked Facility with an authorized representative of the Church. Any deposit and rental fees paid by the Applicant for the Booked Facility will be applied towards the damage or loss to the Booked Facility, but where the costs to remedy such damage or loss are in excess of the deposit and rental fees, then the Applicant will be responsible to pay any an all expenses related to the damage or loss. The Church shall provide the Applicant with a written estimate of the costs to complete the repairs and/or remedy the damage or loss, with such costs to be paid by the Applicant within ten (10) days of the receipt of the said written estimate.

**DAMAGE, LOSS AND INJURY**

The Church shall not be liable for any damage, loss or injury sustained by the Applicant, by anyone permitted by the Applicant to use the Booked Facility or by any other persons or property, which results, directly or indirectly, from the Applicant's use of Booked Facility for any reason at any time during the term of this Agreement, nor shall the Church be liable for any loss or injury to any property, goods or affects of the Applicant or of any other persons due to any cause whatsoever. Further, the Applicant acknowledges and agrees that it shall be liable for any damage, loss or injury to the Booked Facility or to any persons or property which results, directly or indirectly, from its use of the Booked Facility for any reason at any time during the term of this Agreement.

**RELEASE**

The Applicant hereby releases, waives, covenants not to sue, and forever discharges and hold harmless the Church, its directors, officers, employees, trustees, members, volunteers, successors, assigns, agents and servants from and against all losses, claims, suits, and demands, or any liabilities whatsoever, either in law or in equity, whether foreseen or unforeseen, which may arise from damage, loss or injury to persons or property during the Applicant's occupation of the Booked Facility, or which may arise as a result of the granting of this approval of use of the Booked Facility to the Applicant.

**INDEMNIFICATION**

The Applicant hereby agrees to indemnify and hold harmless the Church, its directors, officers, employees, trustees and members, volunteers, successors, assigns, agents and servants from any and all claims, demands, actions, causes of action, judgements, orders, penalties, losses, damages, costs and expenses, including legal fees on a substantial indemnity basis, or any liabilities whatsoever, of every nature and kind, known or unknown, either past, present or future, including any reasonable amounts that may be required in the opinion of the Church to settle such claims, arising from damage, loss or injury to persons or property arising or alleged to arise from the Applicant's use of the Booked Facility and equipment permitted by the Agreement.

**LIABILITY INSURANCE**

The Applicant shall provide evidence of comprehensive/commercial general liability insurance coverage that is adequate in the opinion of the Church. A certificate of comprehensive/commercial general liability insurance (liability insurance policy) acceptable to the Church is required in the amount of not less than \$\_\_\_\_\_, which covers the Applicant's use of the Booked Facility, the date(s) required for such use, sexual abuse claims coverage in an amount of not less than \$\_\_\_\_\_, and which includes the Church as a named insured. This coverage should be obtained from the Applicant's insurer and will be at the cost of the Applicant.

**FEE ESTIMATE**

NAME:

DATE/TIME:

	Minimum Fee	Additional Fees/h	Fee Calc'n	
			Hours	\$\$
<b><i>Kids Center</i></b>				
Mandatory Room Fee (based on 2 hours of use)	\$35	\$20/h		
Mandatory Custodian (based on 2 hours, including set up needs)	\$25	\$15/h		
<b><i>Activity Center (Includes Kitchen)</i></b>				
Mandatory Room Fee (based on 2 hours of use)	\$75	\$25/h		
Mandatory Custodian (based on 2 hours, including set up needs)	\$50	\$15/h		
Technician - Sound & Projectionist (basic needs) (must receive digital files 5 business days before event)	\$25/h			
<b><i>Foyer (Includes Cafe)</i></b>				
Mandatory Room Fee (based on 2 hours of use)	\$75	\$25		
Mandatory Custodian (based on 2 hours, including set up needs)	\$50	\$15/h		
Professional Sound & Lighting Technician (must receive digital files 5 business days before event)	\$25/h			
Additional Set Up Needs	\$15/h			
<b><i>Worship Center</i></b>				
Mandatory Room Fee (based on 2 hours of use)	\$100	\$40		
Mandatory Custodian (based on 2 hours, including set up needs)	\$75	\$15/h		
Professional Sound Technician (must receive digital files 5 business days before event)	\$25/h			
Professional Lighting Technician	\$25/h			
Projectionist (must receive digital files 5 business days before event)	\$25/h			
Additional Set Up Needs	\$15/h			
<b><i>Full Package (2 or more rooms)</i></b>				
Mandatory Room Fee (based on 2 hours of use)	\$150	\$60		
Mandatory Custodian (based on 2 hours, including set up needs)	\$150	\$15/h		
Professional Sound Technician (must receive digital files 5 business days before event)	\$25/h			
Professional Lighting Technician	\$25/h			
Projectionist (must receive digital files 5 business days before event)	\$25/h			
Additional Set Up Needs	\$15/h			
<b>TOTAL:</b>				<b>\$</b>