

## St. Mary the Virgin Anglican Church 3337 15<sup>th</sup> Ave, Regina, SK S4T 1T3 (306)522-6052 email: stmarysanglican@sasktel.net

## FACILITY USAGE AGREEMENT

Organization Name:		
Primary Contact:	Phone	
Secondary Contact:	Phone	
Email for follow-up		
Purpose for Usage:		
Date and Time of use		
Facility area to use:	() Upper Hall () & Kitchen ()Church () Upper Foyer Lounge () Lower Hall () and Kitch	ien
Additional Items	() Coffee Urns () Hall Sound system () Partial Kitchen Use ()alcohol involved (if so, liqu permit will be required as well as your own security staff)	uor
Describe Activity		
Keys	User agrees that in the event a key is lost, they will pay a <i>\$100.</i> (key loss fee) ( ) Initial	ials

## Facility Usage Fees

Facility/Area	Notes/Comments	Charge	Due Date	Date Rec'd
<b>Upper Hall</b> (Max Capacity 170 people) 20 rectangle table capacity (L:1.2m x W: 0.75m) and 12 square tables (L: .75m x W: .75m)	Fee: \$45/hr or \$110/half day (3-5 hrs) Or \$250/full day (+5 hrs)			
Kitchen with (Upper Hall <i>or</i> Lower Hall)	\$40. (flat rate for minor use (ex: coffee/tea) \$75. (flat rate for use of dishes, dishwasher / appliances			
<b>Lower Hall</b> (Max Capacity 75 people) 15 rectangle table capacity (L:1.2m x .75m)	Fee: \$45/hr or \$110/half day (3-5 hrs) Or \$250/full day (+5 hrs)			
Kitchen Only: Lounge Only:	\$150/day or \$50/hr \$100/day or \$20/hr			
<b>Damage/ Security Deposit (\$150.)</b> Your deposit will be refunded after the event if no unexpected expenses are incurred. (extra cleaning, damage) Deposit Received () Certificate of Liability Insurance Received ()				
	TOTAL Usage Fee			

St. Mary the Virgin Anglican Church agrees to provide for the user's use, the facilities shown above during the time shown above for the purpose shown above and in accordance with this agreement. The User agrees to pay the damage deposit at the time this agreement is signed, and the usage fees on the dates due as shown above (when the key is picked up or earlier) and to adhere to the terms and conditions of the agreement as outlined below.

## **Terms and Conditions**

St. Mary agrees to provide for the User's use, the facilities shown above during the time shown above for the purpose shown above and in accordance with this usage agreement. The User agrees to pay the usage fees on the dates due as shown above and to adhere to the terms of the agreement.

1. Legal Use: The User shall ensure that their use complies with all relevant Federal, Provincial, and municipal laws and regulations including, among others, liquor licensing, prohibition of illegal substances, number of occupants allowed and food safety regulations. The User accepts any and all criminal or civil liability that may result from their failure to follow all laws and regulations.

Indemnification: The User will indemnify and save harmless St Mary from and against any and all Claims that St Mary may sustain, incur, or be put to by reason of or arising out of: a) any act or omission of the User; (b) the use or occupation of the Facility and Rented Premises by the User; (c) the non-observance or non-performance by the User any of the covenants, agreements, terms, conditions, and provisos contained in this Agreement to be observed and performed by the User; and (d) any obligations imposed under Applicable Laws relating to the User or its' activities. Such obligation to indemnify and save St Mary harmless will survive any termination of this Agreement and the expiry of the Term or any renewal or extension of it. The User agrees that it shall co-operate with St Mary in the defence of any such action, including providing St Mary with prompt notice of any such action and the provision of all material documentation. The User further agrees that St Mary has the right to retain its own counsel to conduct a full defence of any such action.

- 2. Insurance, Responsibility and Care: The User must obtain and provide proof of liability insurance to protect in the event of bodily injury or property damage, including loss or damage to the User's property, to St Mary's property or to the property of others. St Mary is not responsible for User's property on our premises or for liability from the User's use of the facility. The User assumes responsibility for the appropriate and safe use of all facilities and equipment and accepts responsibility for injury, death or damage caused by its use of the premises. The User will supervise all those present during the usage. No pets, (service dogs excepted) or by prior arrangement, are allowed.
- 3. <u>Care of our Property</u>: The User agrees to leave the premises in the same condition as they found them. All damages shall be the sole responsibility of the applicant, who shall assume all costs associated with the incident as may be determined by St Mary. Any such damages shall be reported on the first business day following use. No parking is allowed on the church side/east side of Montague Street or in the back alley. You will probably be issued a citation from the City of Regina. Please be respectful to our neighborhood. Prior permission must be obtained to move any heavy equipment onto Church premises. Permission must also be obtained to alter the premises in any way.
- Appropriate Use: The User must ensure that only those activities agreed to in advance with St Mary's will occur on 4. the premises. St Mary's reserves the right to refuse usage for any activities that conflict with our religion, beliefs or values. St Mary's also may enter the premises at any time to ensure safety of the occupants and building and verify the usage use is as agreed in this Agreement.
- 5. Smoking and Scents: The User will ensure that no smoking or vaping occurs within the building including the washrooms. If evidence of smoking is found, the cost of additional cleaning with a *minimum of \$150* will be charged. The User will ensure that any debris from smoking outside will be placed in appropriate receptacles or the cost to do so will be deducted from the damage deposit. Incense, scented candles, perfume diffusers, or similar scented products may not be used on the premises without prior written consent from St Mary's.
- 6. Key: St Mary's agrees to provide one entrance key to the Primary Contact Person named in the agreement. The User shall pick up the key during St Mary's normal office hours no earlier than five days before the usage, and shall return the key during St Mary's normal office hours within 3 working days after the usage. The User shall ensure the security

of the key and not provide either to any person other than the Contact Person without the written permission of St Mary's. There will be a *\$100.00 charge* for lost keys.

- 7. User's Set-up and Clean-up: Users are responsible for all set up and take down unless other specific arrangements are made. The User agrees to return all furniture and equipment to its location at the start of the usage in accordance with the instructions provided, and to leave the premises and all furniture and equipment neat, clean and tidy. When your function in over, the User is responsible to ensure all stoves and appliances are off, exit doors are closed and securely locked and all taps and toilets are checked to ensure water is not running. User agrees to remove all garbage and take it with them when they leave as our garbage bin capacity is limited.
- 8. <u>Decorating:</u> The User shall not attach anything to the walls, ceilings or other surfaces that in any way damages those surfaces, and shall not use any material other than "sticky tack" or similar products to attach anything to the walls. Glitter and or confetti is prohibited.
- 9. Damage and Damage Deposit: The User accepts responsibility for any damage done to the premises, furniture or equipment. The cost of extraordinary cleaning or repairs to the premises or its furniture or equipment, if any, will be deducted from the damage deposit of *\$150.* St Mary's agrees to return the damage deposit, or any balance of it which remains, to the User within 14 days from the usage, assuming that the key has been returned. Should repair or cleaning costs exceed the damage deposit, St Mary's will present a bill to the User for the additional amount and the User agrees to reimburse St Mary's with 10 days of the date on which the bill was presented.
- 10. <u>Cancellation by User</u>: The User may cancel this usage agreement at any time and the damage deposit will be returned within 14 days. Cancellation after the Date Due for the Usage Fee will mean that the fee is forfeit and not refunded. In extenuating circumstances, the usage fee may be returned.
- 11. <u>Cancellation by St Mary's</u>: In the event of a breach of this Agreement by the User or non-payment of Usage Fee by the Usage Due Date, St Mary's may cancel this Agreement without notice and without refund of the Damage Deposit. St Mary's reserves the right to cancel this Agreement where circumstances beyond the control of St Mary's dictate. This includes (but is not limited to) building damage, order of authorities, and pressing necessity events related to the St Mary's congregation. In this case, written notice will be given to the User and all fees paid will be refunded. St Mary's shall not be responsible for any charges or damages arising from cancellation.
- 12. <u>Emergency Contacts</u>: In addition to contacting the usual police, fire, or ambulance services, the User will contact the following should there be an *emergency* situation at St Mary's. In addition, the User shall contact the following person if there are problems with the premises or equipment, including heating, plumbing, or electrical systems:

St Mary's Usage Volunteer

name

phone

WE (the facility users) HAVE READ AND AGREE TO THE TERMS and CONDITIONS outlined in this document:

NAME:	
SIGNATURE:	
DATE:	
CONTACT INFORMATION FOR PRIMARY CONTACT PERSON:	
MAILING ADDRESS:	
PHONE NUMBERS:	_
EMAIL ADDRESS:	

MAILING ADDRESS for return of damage deposit: \_\_\_\_\_\_
On behalf of St Mary the Virgin Anglican Church:
ST MARY'S USAGE COORDINATOR Signature \_\_\_\_\_\_