



St. Mary the Virgin Anglican Church
 3337 15th 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:	<input type="checkbox"/> Upper Hall <input type="checkbox"/> & Kitchen <input type="checkbox"/> Church <input type="checkbox"/> Upper Foyer Lounge <input type="checkbox"/> Lower Hall <input type="checkbox"/> and Kitchen		
Additional Items	<input type="checkbox"/> Coffee Urns <input type="checkbox"/> Hall Sound system <input type="checkbox"/> Partial Kitchen Use <input type="checkbox"/> alcohol involved (if so, liquor permit will be required as well as your own security staff)		
Describe Activity			
Keys	User agrees that in the event a key is lost, they will pay a \$100. (key loss fee) <input type="checkbox"/> Initials		

Facility Usage Fees

Facility/Area	Notes/Comments	Charge	Due Date	Date Rec'd
Upper Hall (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 or Lower Hall)	\$40. (flat rate for minor use (ex: coffee/tea) \$75. (flat rate for use of dishes, dishwasher / appliances			
Lower Hall (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:	\$150/day or \$50/hr			
Lounge Only:	\$100/day or \$20/hr			
Damage/ Security Deposit (\$150.) Your deposit will be refunded after the event if no unexpected expenses are incurred. (extra cleaning, damage) Deposit Received <input type="checkbox"/> Certificate of Liability Insurance Received <input type="checkbox"/>				
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.

- 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.
- 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.
- Care of our Property:** 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 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.
- 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.
- 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

MAILING ADDRESS for return of damage deposit: _____

On behalf of St Mary the Virgin Anglican Church:

ST MARY'S USAGE COORDINATOR Signature _____

Key Returned: _____

Post Usage review completed: _____

Damage Deposit Returned VIA: _____

OR Explanation for keeping the deposit: