



# HEART LAKE

BAPTIST CHURCH

## FACILITY USE AGREEMENT

**Applicant(s) Name / Organization:** \_\_\_\_\_

Authorized Representative of Applicant: \_\_\_\_\_

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

Telephone number: \_\_\_\_\_ Email address: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

**Date Booked Facility is required:** \_\_\_\_\_ No. of Persons: \_\_\_\_\_

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

*\*Any hour, or part there of, beyond agreed time will be invoiced following the event*

Additional information

\_\_\_\_\_  
\_\_\_\_\_

Total Agreement Cost \$ \_\_\_\_\_ Payable to Heart Lake Baptist Church

*\*Fee Schedule Listed on Page 2*

**Security Deposit - \$150**

**Balance due 1 week prior to event.**

**Insurance Certificate due prior to event**



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## 2023 FEE SCHEDULE

Sanctuary - \$400 for up to 3 hours (Extra Cost Per Hour - \$100)

- Sound System with Technician..... \$150 for up to 3 hours, \$50/extra hour
- Use of Additional Sound Equipment/Instruments .....\$150
- Live Stream with Technician (2 camera angles) .....\$150
- Audio Recording.....\$100
- Stage Lighting with Technician ..... \$150 for up to 3 hours, \$50/extra hour
- Stage Set Up ..... TBD prior to event
- Chair Rearranging .....\$150

Gym - \$150 for up to 3 hours (Extra Cost per Hour - \$50)

- Time of Refreshment Following Event .....\$100
- Table and Chair Set Up .....\$100

Fireside Room - \$150 for up to 3 hours (Extra Cost per Hour - \$50)

- Table Set Up .....\$50

Upstairs Classroom - \$75 per classroom for up to 3 hours (Extra Cost per Hour - \$25 per classroom)

Warming Kitchen (cooking prohibited) - \$150 per event

Mandatory HLBC designated Monitor for every rental. \$75 for up to 3 hours plus \$25 per additional hour

- Additional Statutory Holiday Monitoring Fee of \$50 will be charged on Stat Holidays

**NOTE: Nursery is not available to rentals.**

**Use of visual presentation equipment (i.e., projector, media software) to be approved at time of booking. All media must be submitted to the office 1 week prior to the event.**



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## INSURANCE

**A Certificate of Insurance is required** confirming Comprehensive/Commercial General Liability Insurance (liability insurance policy) that is adequate in the opinion of the Church and is in the amount of not less than \$2,000,000 per occurrence covering the Applicant's use of the Booked Facility, the date(s) required for such use, and includes the church as an Additional Insured. If there are programs being operated on the premises by the Applicant for minors (i.e., under the age of 19), the Certificate must include coverage for sexual and physical abuse claims coverage in an amount of not less than \$2,000,000. If there are programs operated on the premises by the Applicant which includes sports and athletic activities. Coverage must be in the amount of not less than \$5,000,000 per occurrence and include Participants Coverage (i.e., no exclusion for claims by participants in sports or athletic activities). This coverage should be obtained from the Applicant's insurer in the form of a Certificate of Liability Insurance and will be at the cost of the Applicant. **The Certificate of Insurance must be provided to the Church and approved by the Church before rental of the Booked Facility will be confirmed for your event. 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. As evidence of the same, the Applicant has initialled each page of the Conditions of Use attached.**

**Initial** \_\_\_\_\_

**SIGNATURE:**

\_\_\_\_\_  
Signature of Authorized Representative of Applicant

Date: \_\_\_\_\_  
Date

### **INSURANCE COMPANY OPTION IF NEEDED**

Pal Insurance Broker Canada  
[www.palcanada.com](http://www.palcanada.com)  
1-800-265-8098



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## TERMS OF USE

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

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/monitor representing the Church will 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 as determined in the sole discretion of that representative on behalf of the Church 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 with or without cause. Where an application for use of the Booked Facility is refused or cancelled by the Church, then the deposit which accompanied this Agreement will 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 the 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, e.g., Funerals. 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 by 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 one month prior to the date of the use of the Booked Facility will result in a full refund of any deposit and or any rental fees made to the Church by the Applicant.** Where an Applicant does not utilize the Booked Facility without one-month prior notice of cancellation, the Applicant will forfeit its deposit and all rental fees paid. No refunds will be issued by the Church.

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## NO RECEIPTS

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

## CARE OF BOOKED FACILITY

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 11:00 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.

## RESTRICTED 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 approval of the Church,

## USE OF AUDIO-VISUAL EQUIPMENT/LIGHTING (IF APPLICABLE)

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

## USE OF KITCHEN

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.

## 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.

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## 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. Applications may be approved for specific rooms, depending on group size, type of activities and availability. No activity shall be scheduled for more than the maximum occupancy room capacity. Smaller size groups may be assigned to specific rooms for maximum utilization of the Church Facilities.

## 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
- Smoking
- Profane or abusive language
- Games of chance involving money lotteries or gambling
- Motorized vehicles except in designated parking areas
- Possession of weapons
- Possession of alcoholic beverages
- Any conduct or teaching not consistent with the Statement of Faith, teachings, and doctrine of the Church as an evangelical Christian organization
- Possession of narcotic and other hallucinatory drugs
- Occult practices
- Possession of fireworks

## USE OF MUSICAL INSTRUMENTS (WHERE APPLICABLE)

Any instruments owned by the Church 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 any acoustic instruments are to be moved from their present location to anywhere, and prior confirmation has been obtained from the Church, a tuning fee may be charged to the Applicant. In extreme circumstances where acoustic instruments must be removed from their current location, the Applicant will be charged for professional movers to remove and replace them to their original location. As well, a tuning fee will be charged to the Applicant.

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## 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. The Church has a child protection policy applicable to activities at the Church. Upon request, the Applicant must provide satisfactory proof to the Church of a child protection program that is consistent with that of the Church. 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 space or any portion of it.

## ANIMALS

Except for seeing eye dogs or other animals specifically designated to add 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. 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.

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## 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, judgments, 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

**A Certificate of Insurance is required** confirming Comprehensive/Commercial General Liability Insurance (liability insurance policy) that is adequate in the opinion of the Church and is in the amount of not less than \$2,000,000 per occurrence covering the Applicant's use of the Booked Facility, the date(s) required for such use, and includes the church as an Additional Insured. If there are programs being operated on the premises by the Applicant for minors (i.e., under the age of 19), the Certificate must include coverage for sexual and physical abuse claims coverage in an amount of not less than \$2,000,000. If there are programs operated on the premises by the Applicant which includes sports and athletic activities. Coverage must be in the amount of not less than \$5,000,000 per occurrence and include Participants Coverage (i.e., no exclusion for claims by participants in sports or athletic activities). This coverage should be obtained from the Applicant's insurer in the form of a Certificate of Liability Insurance and will be at the cost of the Applicant. **The Certificate of Insurance must be provided to the Church and approved by the Church before rental of the Booked Facility will be confirmed for your event.**

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