

# FACILITY RENTAL TERMS

1. For the purpose of this facility, the applicant will be known hence forth as the RENTER.
2. If the RENTER fails to comply with the regulations herein, he/she will be liable for any costs incurred. In addition, the RENTER may not be permitted to obtain further permits from the Property and Finance Team, Burlington Baptist Church.
3. The Property & Finance Team or its representatives have the right to cancel / stop the event if deemed out of control and after a representative has ordered the event to be cancelled or halted, the RENTER shall immediately comply with the directive.
4. The RENTER will indemnify and save harmless the Burlington Baptist Church, its officers, directors, staff and representatives from and against all claims, demands, loss, costs, damages, actions and suits or other proceedings by whomever made, sustained, brought, or prosecuted in any manner, based upon, occasioned by, or attributed to any injury or damage arising or resulting from any omissions of the RENTER, and/or of any person attending a function for which RENTER has reserved the facility in using the said premises.
5. The Burlington Baptist Church will not be responsible for any loss or damage to any articles including but not limited to food and storage items, from theft or malfunctioning equipment or any other cause.
6. No alcoholic beverages may be consumed, distributed or sold. No smoking is allowed within the building.
7. The Burlington Baptist Church is not responsible for the cancellation of any event as a result of an Act of God; however, all attempts will be made to reschedule the event if desired. As well, funerals of members of the church take precedence over rentals in the Sanctuary and RENTER'S event may be rescheduled if this shall occur.
8. A 50% Deposit is required upon signing of the Rental Contract payable by cash or certified cheque. Balance is due 2 days prior to event.  
  
If the RENTER is paying by CHEQUE, full payment must be cashable within 14 days prior to the event. Cheques should be payable to: BURLINGTON BAPTIST CHURCH, 2225 New Street, Burlington, ON L7R 1J2.
9. If the event is cancelled within 14 days of the scheduled activity, the payment will be refundable.
10. The keys to the facility will be made available to RENTER no earlier than two working days prior to the event. Keys will not be issued until payment is received. The key must be returned to the Administrator the next working day. The RENTER shall pay an additional fee of \$20 in the event the key is lost.

**RECURRING RENTALS:** A key deposit agreement and a \$10 deposit will be required. The key is the responsibility of the named representative on the form and non-transferable to another person, nor may the key be copied in any manner.

11. The contracted hours of the room shall include sufficient time before and after functions to allow for preparation and cleanup. RENTER wishing to set up the day before the event must make a request to do so to ensure the facility is not booked by another group. This will be a chargeable rate (2 hour minimum). The RENTER must also ensure the building is secured with all doors locked and windows are closed whenever the building is left unattended.

12. The RENTER of the facility agrees to be responsible for the care and control of all people in attendance and to ensure that all applicable laws and / or municipal by-laws are adhered to by the RENTER and all persons attending the function.
13. The RENTER agrees to ensure that the maximum capacity of the room is not exceeded as noted on the Fire Certificate inside the rented space(s).
14. The RENTER must ensure that there is adequate adult supervision for any underage persons during the entire time that the facility is being used: ratio of one adult for every 15 youth and those under 15 are supervised at ALL times. The electronic doors in the foyer are not to be initiated other than entrance and exit use.
16. The RENTER agrees that there will not be any signs / banners nailed or attached to the outside of the building in a manner which will cause damage to the siding or door paint.  
  
Similarly, the RENTER agrees that signs, banners or decorations will only be affixed to interior walls through the use of pins (nails, screws or tape are prohibited). Displays are restricted to a height of 8'.
17. Parking is available at the rear of the church in an enclosed gate area (after 6 pm) or along the back fence. (No event parking at the rear of the church while Day Care is open.)  
Bridgman Street parking (3 hour City By-law applies) is also available.  
RENTER will refrain from using neighbouring business parking lots.
18. After the event is over, the RENTER must ensure that the facility is cleaned according to the attached check-list and left in the same condition as it was prior to the rental. The RENTER shall be held responsible for any damages to the building and its equipment during the contracted hours of the rental or any additional time during set-up or clean-up while the RENTER is in possession of a key to the building. The RENTER is responsible for and promptly pay on demand all costs of damage or theft occurring at any time during the rental period. Any charges for which Burlington Baptist Church shall incur by reason of the activities of RENTER and / or its guests, including but not limited to charges from the City of Burlington and/ or emergency services for attending at the facility shall be immediately reimbursed by the RENTER.

I, the undersigned, have read the above and understand the Terms and Conditions of this contract. I agree to abide by this agreement and take full responsibility for the rental of this facility as the RENTER. I and the organization I represent will indemnify and save harmless the Burlington Baptist Church and its representatives and / or agents from all and against all claims, demands, loss, costs, damages, actions and suits or other proceedings by whomever made, sustained, brought, or prosecuted in any manner, based upon, occasioned by, or attributed to any injury or damage arising or resulting from any act or omission or due to circumstances beyond the control of myself / our organization if applicable, its servants or agents in using the said premises.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

For further information, please contact the Office Administrator at Burlington Baptist Church.

Telephone: 905-634-2477  
Email: burlingtonbaptistchurch50@gmail.com