REGINA SK S4P 2T9

SECRETARY Office - (306) 522-9571 FAX – (306) 522-2178

BUILDING USE AGREEMENT

Between:	First Presbyterian Church (the "Church")
And	(the "Tenant")

PLEASE PRINT

Group:	
Contact Person:	
Address	
City	Postal Code
Phone	Cell
Email Address	

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Event Description: _				
Date(s) Required:				
Time: From:	to	Estimated Num	ber of Participants:	
Room Requirements:	Auditorium/Gym	Morris Room	Kitchen	
	Basement Hall	Kennedy Room	Meeting Room(s)	Sanctuary

Rental Rates: All fees are payable to First Presbyterian Church (rates may be prorated to half hour)

- □ **Damage Deposit**; \$400 refundable at end of tenancy.
- □ **Key Deposit:** \$200/key refundable upon return of key(s) (if applicable)
- □ Penalty for lights left on is \$25.00.
- ☐ If the tenancy is on a long-term basis, rent will be due monthly.
- □ Invoices in arrears of 30 days will be assessed interest at a rate of 2% / month (24% / annum)

Schedule of Fees:

Location	½ Day	Day	<u>Evening</u>
	(08:00-12:00 or 1:00-5:00)	(08:00 - 5:00)	(5:00 - 10:00)
Gym, Kennedy Room & Kitchen	\$165	\$275	\$305
Gym only	\$100	\$165	\$100
Kennedy Room & Kitch	en \$80	\$115	\$80
Kennedy Room only	\$40	\$60	\$40
Sanctuary	\$220	\$330	\$220
Morris Room	\$70	\$130	\$70
Basement Hall	\$50	\$100	\$50

Additional Conditions:

- * When the kitchen is used by non-members and outside groups, a charge of \$70 is added to cover the cost of supervision if a supervisor is needed.
- * Friday evening or Saturday use of facilities requires an additional \$70 so that the church can be cleaned for Sunday worship.
- * Caretaking services are an additional \$70. For weddings it is \$60 for rehearsal, \$60 for Wedding and \$60 if there is extra clean-up.
- * **No church equipment** is to be used for outside purposes.
- * No alcohol is allowed on the premises.
- * Minister's Fee is Refer to Wedding and Funeral Policy
- * Organist's Fee is Organist set their own fees and you will pay them directly.
- * **Group hourly rates for the gym** are \$35/hour with a minimum 2 hours. Long term rental rate is \$25/hour.
- * For Funerals catering Refer to Wedding and Funeral Policy.
- * The gym dimensions are 45' x 78' (3510 square feet).

REGULATIONS

- 1. General: First Presbyterian Church is first and foremost a church. As such it is subject to certain considerations that do not normally apply to other facilities used for community activities. The tenant is, therefore, expected to respect: the neighbourhood and church atmosphere; the security of the building; and the safety and privacy of church members and other persons using the facility during the rental period. Use of the facility is subject at all times to church events and functions, including Sunday and special services, weddings, funerals, Board and committee meetings, youth and other church group activities and events. The terms of agreement will be renewed in September of each year. The Church reserves the right to refuse rental or to cancel this Agreement or any arrangement made under this Agreement at any time. Upon notice to the Tenant, the Church also reserves the right to modify the terms of this Agreement.
- **2. Designated Area:** This Agreement permits the Tenant to use the areas of the building noted on the rental agreement together with common areas including hallways and washroom facilities.
- **3. Sanctuary:** The Sanctuary is intended *primarily for worship* and is not available for other use without approval from the Session. Use of the organ or either of the pianos must be authorized by the music director.
- **4. Rental Rates:** Unless approved by the First Presbyterian Church Board of Managers, the rent will be payable at the rates shown on page 1 of this agreement.
- 5. Damage Deposit: The damage deposit is due with the completed Agreement. Damage to the building or contents must be immediately reported to the Secretary. The Tenant is responsible for all damage caused by its participants, guests or invitees.
- 6. Rental Fee: Fees are payable to First Presbyterian Church. Tenants are to remit payment for the use of the facility on or before the day of the event. Seasonal Tenants, i.e. Basketball, Gymnastic, Dance, Badminton, Baton Twirling, are to remit payment in the form of post-dated cheques for the season which will be deposited monthly.
- 7. Cancellation: A Tenant may cancel a booking made under this Agreement upon 48 hours notice. Unless such notice is given to the Secretary, in writing, the fees payable under this Agreement must be paid. Seasonal Tenants, i.e. Basketball, Gymnastic, and Dance, Badminton, Baton Twirling, are to give two weeks notice to terminate the Agreement or "give up" a specific block of time. If the Church needs to "bump" a Tenant due to a funeral or church-related activity, the Church will give

as much notice as possible and provide a refund for the lost time or provide a "make-up" block of time for the Tenant.

- **8. Orientation:** The Secretary *or a representative of the Board of Managers* will provide an orientation of the facility to the Tenant. Information on emergency evacuation procedures and the location of fire extinguishers and first aid kits will also be given. It is the Tenant's responsibility to pass this information on to participants, guests, or invitees.
- 9. Footwear and Outerwear: The Tenant and its participants are expected to remove wet or soiled footwear and place them neatly at the entry door. Only clean dry footwear is to be worn in the building. Please assist in the preservation of the gym floor by wearing clean dry runners for sports activities in the gym. No black-soled running shoes. Dancers are to change from street shoes to dance shoes or jazz shoes. Gymnasts may go bare foot. Please hang outerwear on the coat racks provided.
- 10. Access to the Building: The Tenant will be given reasonable access to the building, to set up the environment, arrange tables and chairs, prepare food, decorate and make other preparations. Arrangements for access must be coordinated with the Secretary or a representative of the Board of Managers and will be subject to other functions occurring in the surrounding time period. Maintenance staff will provide a "Set up and Take down" service upon request for functions held in the Morris Room and the Gymnasium at a charge of \$15.00/hr.
- 11. Key: A refundable deposit of \$200 for each key is required (Not all Tenants will require a key).
- 12. Security: "Groups renting the Church facilities will not leave the front door unlocked under ANY circumstances for security reasons, unless otherwise authorized"

 If so authorized, the Tenants with keys are to unlock the outside door and then have a person supervise / act as security at the entrance. After all participants have arrived, the door is to be locked. The door may remain unlocked as long as some remains on "Security". Please remember to turn off all lights and lock all doors when you leave the building. At the discretion of the Secretary or the Board of Managers a representative from First Presbyterian Church may be assigned to be on the premises during an event.
- 13. All Areas: Upon completion of activities:
 - a. the premises shall be left clean and orderly.
 - b. all garbage must be removed by tenant at end of function.
 - c. the building security must be checked, with all windows and doors closed and locked.
 - d. all lights are to be turned off.

Where the Tenant does not leave the area(s) of the building used clean and neat the Tenant will pay the Church's cost for cleaning at a rate of \$20/hour. This charge will be deducted from the damage deposit. **Please reset all areas to their original state.**

- **14. Kitchen Use:** The dishwasher shall not be used by the Tenant. Similarly, the Tenant shall not use the Church's dishes and utensils. The Tenant must bring its own dishes and utensils and shall bag and take them away from the Church when the function is over.
- **15.** Cleaning: Kitchen Tenants using the kitchen are responsible for returning the kitchen to the same condition it is found upon arrival. Garbage is to be bagged and taken away from the Church by the tenant at the end of the function. Similarly, items to be recycled are to be taken with the Tenant at the end of the function.
- **16. Furniture and Equipment:** The Tenant is to accept the furniture and equipment in any area "as is". Furniture may be rearranged but not removed from a room without permission. Any area used is to be reset to the original state before the Tenant leaves the building. Permission is to be obtained from the

Secretary or the Board of Managers or its designate before additional equipment and / or furniture is brought into the facility. The labour involved, and expense incurred will be the full responsibility of the Tenant.

- 17. Youth Activities: The Tenant is responsible for the supervision and safety of all youth. Youth are permitted in the building only after an adult from the group is on the premises and able to supervise. Minimum supervision of one adult for every ten youth is required. Youth are to stay in the designated area with their supervisors. The Secretary or the Board of Managers and its designates have the authority to redirect youth back to their caregivers and / or set behavioural standards.
- **18. Music:** Please screen music for appropriate lyrics and select a volume setting that is appropriate, keeping in mind that other groups may be using First Presbyterian Church with you.
- **19. Decorations:** The type of decorations and accessories, and the method of securing decorations must be approved by the **Secretary or the Board of Managers and its designates**.
- **20.** Lost and Found: Property left behind will be set in the "Lost and Found" for two months. Unclaimed items will be given away or discarded.
- 21. Smoking: Smoking is not permitted in the building, or its adjacent grounds.
- 22. Alcohol: Alcohol is not permitted on the premises.
- 23. Closing Hours: The building is to be locked up by 10:30 each evening. Allow yourself enough time to pack-up, reset the area and be out of the building well before this time, thus permitting the Caretaker enough time to clean your area.
- 24. Special Conditions: The Tenant's use of the building is subject at all times to Church sponsored events. The Tenant's use of the building may therefore, at the Church's option, be rescheduled, modified or cancelled. The Church will provide as much notice as possible. The Tenant understands that notice is not always possible and that the Church may not always be able to accommodate the Tenants use of the building. The Church attempts to open its building to as many groups as possible. Therefore, where there are competing applications for use of the building, the Church reserves the right to reassign, or alternate, or otherwise ask groups to share the facility.
- 25. Not for commercial use: The rental of the facilities is not intended for commercial use.
- 26. Personal Liability: The persons whose names appear on this application on behalf of the Tenants are personally liable for all terms of this agreement. The person completing this document on behalf of the Tenant represents that he or she has authority to bind the Tenant and the other contact person to the terms of this agreement. The Tenant is also liable for all obligations under this agreement. Nothing in this agreement limits the Church's right to pursue a remedy against any one or all of the contact persons or the Tenant.

Signature	_ Tenant who will be on site during the event
Signature	_ Authorised Church Representative
Date	

Notes:	
Additional terms:	