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| Grand River Unitarian Congregation  299 Sydney Street South, Kitchener ON N2G 3V8 519-742-0432 | | | | | BUILDING RENTAL AGREEMENT  (2019v5) | | | | | | | |
| **RENTER’S NAME** | |  | | | | | | | | | | |
| **IF APPLICABLE:** | | | | | | | | | | | | |
| **ORGANIZATION NAME** | |  | | | | | | | | | | |
| **ORGANIZATION TYPE** | |  | **For-Profit Corporation, Business, Organization. (Requires Board Approval)** | | | | | | | | | |
|  | |  | **Registered Charitable Organization or Foundation** | | | | | | | | | |
|  | |  | **Not-For-Profit Organization, Foundation, Association, Society, Club, etc.** | | | | | | | | | |
| **EMAIL ADDRESS** | |  | | | | | | | | | | |
| **PHONE NUMBER** | |  | | | | | | | | | | |
| **ADDRESS** | |  | | | | | | | | | | |
| **EVENT NAME** |  | | | | | | | | | | | |
| **EVENT DATE** |  | | | | | | | **START TIME** |  | | **END TIME** |  |
| **RECURRING**  **FREQUENCY** |  | | | | | | | **END DATE** | ***All contracts are subject to review and renewal by August 30 of each year.*** | | | |
| **AGE RANGE** |  | | | | | | | **GROUP SIZE** |  | | | |
| **SPACE PLAN** (2-hour minimum rental for each space used) |  | | | | | | **CAPACITY** | | | **$ RATE** | **# HRS** | **$ TOTAL** |
| Sanctuary & Upper Lobby | | | | | | 250 | | | 50 /hr. |  |  |
| Whitton Hall | | | | | | 85 | | | 20 /hr. |  |  |
| Kitchen | | | | | | n/a | | | 25 /hr. |  |  |
| Multi Room | | | | | | 20 | | | 10 /hr. |  |  |
| Window Room | | | | | | 8 | | | 10 /hr. |  |  |
| Corner Room | | | | | | 8 | | | 10 /hr. |  |  |
| Lounge (no food/drink allowed) | | | | | | 8 | | | 10 /hr. |  |  |
|  |  | | | | | **$ TOTAL PER EVENT** | | | | | |  |
|  | **REFUNDABLE SECURITY DEPOSIT** | | | | | | | | | | |  |
| **INSURANCE COVERAGE** | |  | **Renter will provide Certificate of Liability Insurance** | | | | | | | | | |
|  | **Renter is a GRU Congregation Member** | | | | | | | | | |
|  | **GRU Congregation Member will supervise the event** | | | | | | | | | |
| **MEMBER NAME:** | | | | |  | | | | | |
| **DOCUMENTATION CHECKLIST**  **(office use only)** | |  | | **Building Rental Agreement has been signed** | | | | | | | | |
|  | | **Certificate of Insurance has been received** | | | | | | | | |
|  | | **Special Occasion Liquor Permit has been received** | | | | | | | | |
|  | | **Deposit $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ has been received** | | | | | | | | |
|  | | **Door Code \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ has been assigned** | | | | | | | | |

**RENTER 🡪 PLEASE INITIAL EACH SECTION BELOW TO INDICATE AGREEMENT**

\_\_\_\_\_\_\_\_\_\_\_ **AGREEMENT TO RENT & CANCELLATION**

Initials Grand River Unitarian Congregation (GRU) reserves the right to deny any request to rent property if it is not in line with GRU’s Rental Policy.

GRU reserves the right to cancel a rental agreement due to an emergency or if the agreement is subsequently determined to not align with GRU’s Rental Policy. If GRU cancels a rental agreement, Renter will receive a full refund of all monies paid in advance for the cancelled event. GRU is not liable for any other impacts or damages to Renter or Renter’s event attendees if GRU determines it must cancel part or all of a rental agreement.

Renter may cancel part or all of a rental agreement in writing by email or postal mail. If cancelled less than one week ahead of the event, all applicable paid rental fees for the cancelled portion will be forfeited. If cancelled one week or more before the event, all applicable rental fees paid in advance will be refunded in full. The Security Deposit will be refunded regardless of how far in advance an event is cancelled.

In the case of long term recurring rental contracts, if the Renter must cancel a specific event on short notice, GRU may, at their discretion, credit the already paid rental fee to the Renter’s bill for the next month rather than it being forfeited.

\_\_\_\_\_\_\_\_\_\_\_ **LIABILITY**

Initials The requirement for insurance may be waived if the renter is a member of GRU or the rental is supervised by a member of the congregation and the event is judged to be of very low risk. Outside the scope of GRU’s insurance policy, Renter and Renter’s organization, including any of its directors, officers, employees, members, volunteers, and representatives, and all event attendees hereby release any and all legal liability for bodily injury, property damage, theft, loss of articles or property, and personal injury against GRU arising out of all operations and activities on GRU property.

If Renter’s event is not supervised by a Member of GRU, Renter must purchase and provide in advance to GRU a Certificate of Liability Insurance confirming not less than $2,000,000 Comprehensive/Commercial General Liability Insurance for the Renter’s operations and activities on GRU premises. The Certificate must include Grand River Unitarian Congregation as an additional named insured with respect to any legal liability arising out of the negligent actions of Renter and those who attend Renter’s event.

Renter is responsible for paying all insurance deductible costs associated with any insurance claim that might be necessary arising from the event.

\_\_\_\_\_\_\_\_\_\_\_ **REFUNDABLE SECURITY DEPOSIT**

Initials A refundable security deposit is generally required. It will be returned after the event unless GRU needs it to recover cleanup costs, address property damage, or replenish excessively used supplies.

If the event includes Kitchen rental or Sanctuary rental, the security deposit fee will be $100, otherwise the security deposit fee will be $50.

For ongoing rentals, the security deposit will be returned after the last event date. If GRU must use the security deposit funds to address issues after one of the recurring events, the Renter must replenish the security deposit.

\_\_\_\_\_\_\_\_\_\_\_ **PAYMENT**

Initials For one-time rentals, the security deposit and 50% of the event rental fee are due when the rental agreement is signed. The balance of the rental fee is due one week prior to the event.

For recurring rentals, the security deposit and 50% of the rental fee for all events in the first month are due when the rental agreement is signed. The balance of the first month’s rent is due at the beginning of the first month. For subsequent months, the full rent for all events in the month is due at the beginning of the month.

\_\_\_\_\_\_\_\_\_\_\_ **BUILDING** **MAINTENANCE**

Initials Renter understands that the building is routinely cleaned once per week, typically on Friday. GRU is currently not able to offer pre- or post-event set up or cleaning services to renters. Renter is responsible for set-up and clean-up.

Renter understands that in winter, the parking lot, sidewalks, stairways, etc. are only plowed/shoveled/salted the morning after it has stopped snowing or icing. GRU is not responsible for event cancellations due to inclement weather and encourages renters to choose safety first when deciding if they should cancel an event due to weather.

Renter understands that only the large Sanctuary space on the upper level is air conditioned. Windows throughout the building open for cross-ventilation. Heating and air conditioning is pre-programmed, usually on Friday for all events scheduled during the next 7 days. If there are special climate needs for an event, Renter should discuss those with GRU more than one week ahead of time.

\_\_\_\_\_\_\_\_\_\_\_ **BUILDING** **OCCUPANCY AND SHARING**

Initials Renter understands they may be sharing use of the building with GRU staff or attendees at other concurrent events, either for congregational activities or rentals. Renter ensures that they and their event attendees are respectful of the presence and needs of others in the building, as well as the needs of our outside neighbours, and will limit their noise level to minimize impact on others

Renters of Whitton Hall understand that it is an open area which anyone in the building may need to pass through to access rest rooms, kitchen, other adjacent rooms, and to reach other areas of the building. Renters of Whitton Hall will respect those needs and take care in how they set up for their event to not restrict access for other occupants.

GRU does not provide storage space to renters. GRU assumes no responsibility for property left in the building.

\_\_\_\_\_\_\_\_\_\_\_ **BUILDING** **ACCESS**

Initials Renter will be given a unique door security code to enter the building via the left side, lower level door. Renter will not share the security code with anyone else. Renter will only use the code to access GRU property within the timeframe of the rental and will plan that all set-up and clean-up will be accomplished within the timeframe they rent.

Renter may unlock the lower side door and other doors as appropriate for participant access. Renter should make every reasonable effort to ensure that only event participants enter the building, including by locking out-of-sight doors once the event is underway. (Exit is always possible, even when doors are locked.) Do not leave unattended valuables (including keys) by the doors or in the halls.

Renter will ensure that emergency building access/exit points are kept clear of vehicles and equipment.

Renter must be in attendance to supervise their event from beginning to end, even if GRU Members are attending the event. If Renter is unable to supervise their event and wants to delegate another person to do that, they must notify GRU in advance.

\_\_\_\_\_\_\_\_\_\_\_ **BUILDING** **EXIT**

Initials Renter is responsible for all clean up related to the event and for securing the building at the end of the event, including:

1. Check that all washrooms are correctly functioning (e.g. not blocked, flooding).
2. Complete all clean-up. The kitchen may be used for clean-up, and the Utility/Furnace Room to the left of the kitchen has equipment such as a mop and broom, plus cleaning supplies and trash bags that also may be used for clean-up if needed.
3. Remove all of the event’s garbage, unless it is a very small amount. (Do not store garbage in the Utility/Furnace Room.)
4. Return all furnishings to their original locations.
5. Close all windows they opened.
6. Turn off all lights in the area they rented, except emergency exit lights.
7. Lock all doors, including upstairs doors, unless handing off responsibility in person to another renter, GRU staff member, or GRU Member remaining in the building for another event.

\_\_\_\_\_\_\_\_\_\_\_ **PROHIBITIONS**

Initials The following are not permitted on GRU property. Renter is responsible for ensuring that all event attendees adhere to all rental policies, including these prohibitions.

1. Nuts and Peanuts
2. Edible marijuana
3. Smoking or vaping
4. Inebriation
5. Illegal substances or activities
6. Games of chance or gambling
7. Confetti, rice, glitter, etc. A special $50.00 cleaning fee, separate from and in addition to any Security Deposit, will be charged to restore GRU property if any such loose material is released on the premises.

\_\_\_\_\_\_\_\_\_\_\_ **ALCOHOL**

Initials Serving alcohol at the event is only permitted with GRU agreement in advance. Renter must provide in advance a copy of an appropriate Special Occasion Permit liquor license, and must post the liquor license during the event. Renter must adhere to all Alcohol and Gaming Commission of Ontario requirements for serving alcohol.

\_\_\_\_\_\_\_\_\_\_\_ **KITCHEN**

Initials Renter may lightly use the Kitchen and Utility/Furnace Room sink, cleaning tools and supplies as needed for event set-up and clean-up. This use is shared by all concurrent occupants of GRU property.

Renter is welcome to bring their own food stuffs, disposables, coffee urns, etc. to serve refreshments without renting the Kitchen.

The kitchen is not equipped for meal preparation.

If Renter wishes to use dishes, cutlery, utensils, appliances, etc., to provide refreshments or meal service, Renter must rent the kitchen. Renting the kitchen does not exclude other building occupants from lightly using the kitchen. Renting the kitchen does not include using any food or related consumables (coffee, filters, tea, milk, sugar, napkins, plasticware, etc.) that GRU may have stored in the kitchen. Renter must fully clean up the kitchen, including washing, drying, and returning everything to its original storage location.

\_\_\_\_\_\_\_\_\_\_\_ **DECORATIONS AND LAYOUT**

Initials Renter may re-arrange mobile furniture in their space to meet their event needs. All GRU property, including tables and chairs, must be returned to their original locations, or to a specified default layout, at the end of the event

Decorations or posters may only be affixed to the walls or any part of the facility by means of green painters’ tape. All decorations, posters, etc., must be carefully and completely removed at the end of the event.

\_\_\_\_\_\_\_\_\_\_\_ **SOCAN AND COPYRIGHT LICENSE FEES**

Initials GRU is not a SOCAN-licensed facility. Renter is responsible for any licensing and fees that might apply for using copyrighted material and media during the event. Renter indemnifies GRU against all claims and costs of any nature and kind which might arise in connection with Renter’s use of copyrighted material.

**By signing below, Renter affirms that all information provided in this contract is accurate, that they are authorized by their organization to represent the organization (if applicable), and that they understand and accept all terms of this contract.**

**Signature of GRU Board Designate** **Signature of Renter**

**Name of GRU Board Designate** **Name of Renter**

**Date** **Date**

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**Signature of Supervising GRU Member (if needed)**

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**Date**