



## RENTAL CONTRACT

### Insurance Requirements

1. A Certificate of General Liability Insurance is required for all events. The certificate must provide evidence of insurance covering bodily injury and property damage in the amount of at least \$2,000,000 per occurrence, per line of coverage. This insurance must be Primary and noncontributory by any insurance coverage carried by New Life Collingwood. The Description of Coverage on the certificate must indicate the location: New Life Collingwood, 28 Tracey Lane (Box 125), Collingwood, ON, Canada, L9Y 3Z4 and include the date(s) of the event.
2. The Certificate Holder must read as: New Life Collingwood, 28 Tracey Lane (Box 125), Collingwood, ON, Canada, L9Y 3Z4
3. The cancellation notice for any policies of the Client must read as follows: "Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail 30 days written notice to the Certificate Holder named to the left." All "endeavor" wording must be deleted.
4. New Life Collingwood must be named as additional insured by separate endorsement. The additional insured endorsement must read as follows: "Additional Insured: New Life Collingwood and the New Life Collingwood Family is added to the policy as an Additional Insured, but only with respect to the above noted location and arising out of the Named Insured's operations." The Client also agrees to provide a certified copy of the policy upon request.
5. This certificate and endorsement must be presented to New Life Collingwood during regular business hours, at least one month before the event. In the event the certificate is not presented as required, New Life Collingwood reserves the right to cancel the event with no refund or liability for any lost profits, direct, indirect or consequential damages and/or costs.

### Event Guidelines

1. Use of our facility should not be in conflict with New Life's core values. For your convenience, these core values are listed at the following URL. This aspect of a rental contract may be reviewed by our Office Administrator and/or Pastor(s).  
<http://www.canadianbic.ca/about-us/#core-values>
2. Anyone wishing to use the facility accepts that the pastor will be the sole arbitrator on any religious and theological issues. Decisions, in conjunction with New Life Board approval, will be final.
3. Rental requests for weddings cannot be booked until the pastor's permission is obtained. New Life resolves that as a matter of belief, doctrine and religious practice, our congregation/denomination reserves the term "marriage" for the covenant relationship between one man and one woman to the exclusion of all others. See URL referred to in 1 (above).

## Standard Conditions

1. New Life Collingwood reserves the right to accept or reject any rental request at our sole discretion, with or without cause, and whether or not the applicant meets other criteria.
2. The parties agree that the signed offer and acceptance of this Agreement, and any agreed amendments hereto will be accepted as, and be deemed to be, an original signature. The Client warrants that the representative signing their agreement has the full authority to sign and commit the Client to the terms & conditions set out herein. The individual(s) executing this Agreement on behalf of the Client must be the age of majority.
3. New Life Collingwood will be held free of all responsibility and liability, financial or otherwise, involved in the presentation of any event. New Life Collingwood is in no way responsible for any damage to, or loss of, equipment, decorations, etc., owned or rented by the Client.
4. To the fullest extent permissible by law, the Client agrees to defend, indemnify and hold harmless New Life Collingwood and all persons affiliated with New Life Collingwood, from and against all claims, losses, expenses, including but not limited to attorney's fees, and damages, actually or allegedly arising out of or resulting from this Rental Agreement and/or the event in any way, including, but not limited to: personal injury, including, but not limited to, bodily injury, emotional injury, sickness or disease, or death to persons, including, but not limited to, any persons or agents of Renter, any engaged parties of Renter, and/or any persons attending the event; for any damage to equipment, the facilities or other property of New Life Collingwood (including loss of use thereof and related costs), caused or alleged to be caused in whole or in part by any act or omission of the Client, anyone utilized, hired or otherwise engaged by the Client, or anyone attending the event, regardless of whether such personal injury or damage is caused in part by an Indemnified party, but only to the extent not caused by the active negligence of an indemnified party.
5. The Client agrees to assume full responsibility for all persons and/or entities entering upon the properties and/or facilities of New Life Collingwood for any cause in any way associated with, or arising from, the event, and agrees to defend, indemnify and hold harmless said indemnified parties as outlined above.
6. In the event that the premises are not available for the event by reason of mechanical, equipment or structural failure, damage or destruction by fire, flood, riots or accident, act of God, or other circumstances beyond the control of New Life Collingwood, New Life Collingwood shall be excused and held harmless from failure to make available the premises and the Client shall pay for the Premises only up to the time of such termination, at the rate herein specified, and the Client hereby waives any claim for damages or compensation should this be terminated.
7. The Client will inform New Life Collingwood with prior written notice of any and all professional consultants authorized to act on behalf of the Client in any function pertaining to the Client's event in the premises, including but not limited to, event coordination and expense authorization.
8. The Client shall provide the name and position of a contact person or person of authority who is authorized to represent and make decisions on behalf of the client, and that person must be on site at all times.
9. Any approval, consent or waiver given by New Life Collingwood may be withdrawn, revised or revoked at any time and New Life Collingwood will not be liable for any loss or damage arising as a result thereof.
10. The Client is permitted to use the facilities stated in the rental form for the designated event times.
11. New Life Collingwood in no way endorses the presented event and in no way surrenders its right to manage and supervise its property under the normal rules governing its operation. If information provided in the Rental Application is not accurate, or event activities are not in compliance with the Rental Agreement or Rental Policy, New Life Collingwood reserves the right to cancel the event without notice at any time prior to, or while in progress, with no refund or liability for any lost profits, direct, indirect or consequential damages and/or costs.
12. No provision of these terms may be waived except by a written memorandum to be attached to the Agreement and signed by an authorized representative of New Life Collingwood.

## **Marketing and Publicity**

The New Life Collingwood logo and likeness of its building may not be used in promotional materials. Copying the New Life Collingwood logo and other images from our website or any other source for use in promotional materials is forbidden. The client may list the names "New Life Collingwood" or "New Life Church" along with the street address "28 Tracey Lane, Collingwood" in promotional materials.

## **Hours of Operation and Concurrent Uses of the Building**

1. Opening Hours of operation at New Life Collingwood vary based on Events. New Life Collingwood will work with the Client and discuss what hours the building will be open for the event. The Client will not be allowed access prior to the agreed time.
2. All events must be completed by 11:00 p.m. and the building closes at 11:30 p.m. (at which time the security system is armed). Any Client that extends their event past 11:30 p.m. will incur an additional charge of \$500 per hour, plus staff hours, with the first overtime charge starting at 11:30 p.m.. Partial hours will be billed at the full hour rate.
3. New Life Collingwood reserves the right to use or rent any other area of the building during the use of the premises by the Client. The use by the Client of the lobby, hallways, washrooms and other facilities shall be in common with the use of such others as New Life Collingwood may determine, provided that such renting to others shall not interfere with the use of the premises by the Client. The Client has no right to enter or use any area except the common areas and premises.

## **Animals**

1. New Life Collingwood will accommodate the accompaniment of Service Animals in areas that are open to the public, unless prohibited by law.
2. The Client will not bring any animals to the Premises without the written consent of New Life Collingwood. In the event that New Life Collingwood consents to the presence and use of an animal or animals on the premises, the same will be brought and kept there only when required for a performance and rehearsals and then only during the hours when the performance and rehearsals are in actual progress.

## **Staffing, Security, Room Capacity and Standards of Conduct**

1. For the safety of all participants, any individual or group using the New Life Collingwood facility is required to comply with the Ontario Fire Protection and Prevention Act; Ontario Public Health Code; Ontario Building Code.
2. Maximum capacity for the rooms rented is listed on the map. The Client is not permitted to exceed the stated capacity. Should New Life Collingwood determine that the capacities have been exceeded, the doors to the room will be closed and the client will be held responsible to work out compensation to those not allowed in.
3. New Life Collingwood reserves the right to eject any persons from The Premises and upon the exercise of this right by New Life Collingwood, or any of its staff, security or Police officers, the Client waives any right and all claims for damages and agrees to indemnify and hold harmless New Life Collingwood and all indemnified parties from any and all related damages, costs, liabilities, loss of anticipated profits, revenue and or consequential damages. In such a case New Life Collingwood at its sole discretion may remove from the premises all persons invited by the Client and retain all fees and amounts paid by the Client (notwithstanding anything else contained in this Agreement).
4. The Client acknowledges that staff members of New Life Collingwood may be on the premises at any time. Such employees will make their identity known, and will make every effort to not interrupt the Event.
5. There is a defibrillator on site (to be used by trained persons) and a first aid kit in the kitchen. It is clearly marked on a cabinet.

## **Catering, Food, Allergies, Smoking, and Alcohol/cannabis**

1. Our kitchen facility is not a commercial kitchen. As such, we do not rent our kitchen as a space for food preparation. Use of the kitchen by the client is restricted to the service of food prepared off-site.
2. Absolutely no alcohol/cannabis is allowed on the premises, inside or out. The Client agrees to assume full responsibility to ensure that no alcohol/cannabis is served during the event, and further agrees to defend, indemnify and hold harmless New Life Collingwood for any violations of this agreement by anyone in attendance at, or affiliated with the event, including but not limited to any fines, liabilities, criminal charges or other damages arising out of or related to the consumption of alcohol/cannabis, in violation of this Agreement to abstain from serving alcohol/cannabis at the event.
3. No smoking is permitted inside New Life Collingwood facilities. Smoking is not permitted in the parking lot between 8:30 am and 4:00 pm September 1 to June 30. The Client shall ensure any persons attending the premises who are involved in any way with the event shall refrain from smoking inside the building, and will use the proper disposals outside of the building.
4. Security, Police and New Life Collingwood Staff will be authorized to eject any guests found with any alcohol/cannabis or any illegal substances.

## **Property Condition and Equipment**

1. The Client is responsible for the return of the facilities to the same condition as prior to the event. New Life Collingwood will repair any damages to the facility and all costs incurred from damages/repair and or additional cleanup (including parking lot) will be billed to the Client.
2. All property of the Client must be removed from the facility no later than 11:30 pm (alarms are set at 11:30 pm) of the same day of the event.
3. No materials may be stored at New Life Collingwood without specific written permission. Any items left in the premises after an event will be turned over to New Life Collingwood lost and found.
4. The doors, stairways, or openings that reflect or admit lights into the premises and house lighting attachments, will not be covered or obstructed by the Client.
5. The Client acknowledges that the premises, and all equipment used in conjunction with the event, are in a clean and good state of repair. The Client will not allow tape, nails, tacks, screws or similar articles to be driven or placed in any part of the Premises, commons areas, fixtures or equipment. The Client agrees to leave the premises and all equipment used in conjunction with the event in the same or better state of repair and cleanliness upon completion of the event. The Client will be fully responsible for any damage to the premises and/or any equipment located therein caused by the Client, its employees, officers, agents, contractors invitees or other persons affiliated with the event under its control or direction. The Client will be fully responsible for the acts of its employees, officers, agents, engaged parties, contractors, invitees and any other persons affiliated with the event.
6. The Client acknowledges that rental of the auditorium includes agreed-upon use of AV systems, but that these systems are only to be operated by an approved New Life technician. Interfacing of outside sound and lighting systems with New Life's systems is forbidden.
7. The Client will not remove, adjust, or interface with sound, projection or lighting equipment in the auditorium unless express written permission to do so has been obtained in advance.
8. The Client will not install any wires, electrical appliances, plumbing fixtures, or pipes within the premises or erect or operate upon the premises any steam engine, boiler, motor, stove or machinery operated by electricity or other power without the written consent of New Life Collingwood.
9. The Client will not use or permit the Premises to be used for cooking, sleeping, lodging, immoral, unlawful or objectionable purposes.

10. The Client will not use or permit any rice, rice bags, confetti, or have any glitter utilized on the premises or costumes within the Premises, common areas or on the outside grounds of New Life Collingwood. Failure to comply with this will result in additional cleaning costs.

11. The Client agrees to use only contained candles in the premises. The wick of the candle must be one (1) inch shorter than the container.

12. Use of sporting equipment is limited to the Gymnasium. Skateboarding inside the building or outside the building is prohibited.

13. The Client will not use, any pyrotechnics inside or outside of New Life Collingwood or permit the use on the premises, any substance of an explosive, or highly inflammable or noxious nature.

14. The Client will not erect any stand, platform, railing or other structure in the building, unless a plan or description has been filed with, and approved in writing, by New Life Collingwood.

15. The Client shall not remove or alter interior wall/stage/room decor.

## **Parking**

1. Event parking at New Life Collingwood is restricted to the spaces provided on our property only. Street parking falls under the jurisdiction of the Town of Collingwood parking by-laws. The Client is not permitted to park on neighbouring properties.

## **Confirmation of Booking**

1. Booking is confirmed when the following have been received:

- A non-refundable deposit of \$50
- Signed Rental Contract
- Completed Rental Form

Event: \_\_\_\_\_

Date of Function: \_\_\_\_\_

I agree to the above terms

Name: (print) \_\_\_\_\_

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

Signature: \_\_\_\_\_

New Life Representative Name: (print) \_\_\_\_\_

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

Signature: \_\_\_\_\_