

Pacific Community Church

# Rental Agreement

Included are four related documents to review and understand. It provides you all the details and the required materials needed to process a rental. Please read and complete and finalize details with the Pacific Administrative Staff.

- Rental Policy—the terms of our rental
- Rental Agreement—the contract
- Rental Application—the needed information
- Rental Costs—pricing out the rental

Jim Heving  
Associate Pastor  
Pacific Community Church  
12/11/2008

# FACILITY USE AND RENTAL POLICY (Part 1)

## Preamble

Pacific Community Church (“the Church”) is an unincorporated branch of the Christian and Missionary Alliance – Canadian Pacific District (“the District”), an incorporated religious entity composed of members sharing certain distinct and traditional religious beliefs, and exists solely to bring glory to God. The District is registered as a charity, is not operated for profit, and has as a primary purpose the promotion of the interests and welfare of its members and adherents, who seek to honor God and serve Him as set out in the Holy Bible and in the governing documents of The Christian and Missionary Alliance in Canada (“the Denomination”). Therefore, the Church desires that its facilities be used only in a God honoring and Biblical manner. This policy (the “Policy”) confirms that no event or activity for which the Church facilities are permitted to be used is contrary to the traditional Christian interpretation of the Holy Bible or antithetical to the mission, values and beliefs of the Denomination, the District and/or the Church.

## Guiding Principles

The Church facilities (including all assets owned, leased or otherwise under the Church’s control, whether land, buildings or chattels) may not be used for any event or activity, whether free of charge or under a rental agreement, except in accordance with the following principles (as amended and applicable from time to time):

- The use, event or activity must not be prohibited in or contrary to, either expressly or by traditional interpretation, God’s Word, the Holy Bible.
- The use, event or activity must not be prohibited in or contrary to the Constitution and By-Laws of the Church. In particular, the use, event or activity must be in accordance with the Statement of Faith of the Church as set out in Article III of the Local Church Constitution.
- As the Church is a member of the Denomination, the use, event or activity must not be prohibited in or contrary to Denomination’s doctrinal statements and policies, including the Statements on the Family and on Marriage, Divorce and Remarriage, as contained in the *Manual of The Christian and Missionary Alliance in Canada*.
- The use, event or activity must not be prohibited in or contrary to all other the Church policy statements.
- Where there is any dispute with respect to whether a use, event or activity is permitted by this Policy, the decision of the Board of Elders of the Church will govern. Decisions with respect to the use or rental of the Church facilities will be

made in accordance with the principles set out in this Policy and the mission of the Church.

- The use, event or activity must be one that can be conducted in a reasonable and safe manner without undue risk of injury to people or damage to the Church facilities, reputation or ministry of the Church.

NOTE: Copies of any of the above mentioned documents will be provided upon request.

## **Approved Facility Use and Prioritization**

Subject to compliance with the Guiding Principles above, the following are approved uses of the Church facilities, listed in order of normal\* prioritization should there be more than one request for facility use at the same time:

1. Use of the Church facility for its own services, ministries and programs;
2. Use of the Church facility for ministries that are directly associated with the Church such as (Clover Valley Family Resource Drop In, Clover Valley Industries, etc.) and affiliated ministries of the Church;
3. Use of the Church facility for the funeral of a Church member or adherent;
4. Use of the Church facility for a wedding of a Church member or adherent where the wedding is being conducted by one of the Church pastors or others who ascribe and adhere to the doctrinal statements set out in the Guiding Principles set out above;
5. Use of the Church facility by an associated church or organization, such as other churches within the Denomination, where such use has been approved by the Board of Elders (or designate);
6. Use of the Church facility for the funeral of a person who is not a Church member or adherent where the funeral has been approved by the Board of Elders (or designate);
7. Use of the Church facility by a member or adherent for special family events such as birthday parties or anniversary receptions where the event has been approved by the Board of Elders (or designate);
8. Use of the Church facility for a wedding of a person who is not a Church member or adherent where the wedding adheres to the definition of Biblical marriage set out in the Denomination Statement on Family and Statement on Marriage, Divorce and Remarriage, is conducted by a pastor who is in agreement with and adheres to the

doctrinal and policy statements of the Denomination and Church, and the wedding has received the approval of the Board of Elders (or designate);

9. Use of the facility for purposes other than those set out above as may be approved by the Board of Elders (or designate).

\*Circumstances may arise where the above noted prioritization of use may not be appropriate. The Board of Elders (or designate) may alter this prioritization if deemed necessary.

## **General Requirements for Facility Use**

Any person or group renting or using the Church facilities must ensure the following:

- That the Church facility is cleaned and returned to its prior condition after use to a standard of cleanliness and order at least equal to the condition of the facility prior to such use;
- That no equipment or property be removed from the Church facility being used without authorization from and on terms and conditions determined by the Board of Elders (or designate);
- That kitchen facilities only be used if the kitchen supervisor for the event has the required and applicable governmental certification (such as a food safe certificate);
- That the Church sound or other electronic equipment is only operated by a qualified person approved and on terms and conditions determined by the Board of Elders (or designate);
- That the presence, serving or use of alcohol or tobacco anywhere on the Church facility is prohibited;
- That the Church is provided with such evidence of insurance or provided such other security or deposit in relation to the use, event or activity as may be required by the Board of Elders (or designate) from time to time
- That the responsible parties enter into such written contract on terms and conditions as may be required by the Board of Elders (or designate) from time to time.

## **Facility Use and Rental Approval Process**

Except for subsequent uses by the same person or group for the same purposes (listed under the above heading of Approved Facility Use and Prioritization) the Church facilities can only be used if the following process has been completed:

1. The person or group wishing to use or rent the facility has been provided with a copy of this Policy.
2. The person or group wishing to use or rent the facility has completed and duly signed the Event Approval Application (Facilities Approval Application, Part 3), including the waiver of liability, and delivered such to the Church office.
3. The person or group wishing to use or rent the facility has provided any necessary rental fee, insurance, security or security deposit.
4. The Board of Elders (or designate) has reviewed the Event Approval Application (and when necessary has consulted with the Church elders) and provided written approval of the intended facility use or rental.

## FACILITY USE/RENTAL AGREEMENT (Part 2)

Dated \_\_\_\_\_, 20\_\_

BETWEEN:

Pacific Community Church  
(the "Church")

Authorized Agent for the Christian and Missionary Alliance – Canadian Pacific  
District (the "District")

AND:

\_\_\_\_\_  
(the "User" or "Renter")

WHEREAS

- A. The Church is the authorized Agent for the District, the registered owner of the lands, buildings and facilities at 5337-180<sup>th</sup> Street (the "Facilities");
- B. The District owns the Facilities, which are operated by the Church for use by members of the Church and for public ministry and evangelistic outreach to others who agree to abide by the terms of this Agreement and act in accordance with the lifestyle guidelines consistent with the Church's religious beliefs;
- C. The User/Renter wishes to have access to and use a portion of the Facilities (such portion as set out in Part 3) for the purposes (the "Function") set out in detail Part 3 to this Agreement and agrees to abide by the terms of this Agreement and ensure that all persons invited by the User/Renter to the Function and attend at the Facilities act in accordance with the terms of this Agreement and out of respect for the lifestyle guidelines consistent with the Church's religious beliefs;
- D. The User/Renter has been provided with a copy of the Church's Facility Use and Rental Policy;

NOW THEREFORE IN CONSIDERATION of the mutual covenants and promises contained in this Agreement, the parties agree as follows:

- A. **License**

1. The Church agrees to provide to the User/Renter the rented portion of the Facilities for the Function set out in Facilities Rental Application (attached).

2. Subject to all of the terms of this Agreement and the Church's Facility Use and Rental Policy, the User/Renter will have access to the relevant portion of the Facilities and related services for the Function but only for the dates and times, all as set out in Part 3 as applicable.

**B. Booking Requirements and Charges**

3. The User/Renter will not have the right to use or have access to any portion of the Facilities until it has received a copy of this Agreement, duly executed by the Church.

4. The Renter agrees to pay to the Church amounts for its usage of all relevant portions of the Facilities, as set out in Part 4 – "Rental Rates". If the Renter/User has not requested and been permitted to use specific Facilities or services as listed in Part 3, as applicable, but uses other portions of the Facilities or services, the Renter agrees to pay the amounts charged by the Church for such unauthorized use in accordance with Part 4. The User hereby pays the established sum for its usage of all relevant portions of the Facilities. If the Church incurs any costs or charges as a result of the User/Renter's use or occupation of the Facilities that are not listed in the Facilities Rental Application, the User/Renter will pay those costs or charges to the Church, plus a reasonable amount in addition for overhead and administration, upon demand.

5. The Renter will pay the amounts required under the prior paragraph or otherwise under this Agreement as follows:

- a. Immediately upon receiving an executed copy of this Agreement from the Church, the Renter will pay to the Church a non-refundable deposit equal to 10% of the total amounts to be paid to the Church, or \$250 whichever is greater;
- b. Thirty days prior the Function date shown on Part 3, (the "Arrival Date"), as applicable, the Renter will pay to the Church an additional 15% of the total amounts to be paid to the Church, unless the total anticipated charges are less than \$1,000.00, in which case the total remaining charges shall be paid then;
- c. On the Function Date, and prior to commencement of the Function, the Renter will pay to the Church the balance of the total amounts to be paid to the Church; and
- d. Prior to departure from the Facilities on the Function Date, or if not paid then upon demand, the Renter will pay any additional charges or costs incurred by the Renter under the terms of this Agreement.

6. The User/Renter will confirm the expected number of persons it is bringing to the Function at the Facilities at least 10 days prior to the Arrival Date. There will be no discount from the amounts owing under this Agreement if the number of persons attending the Function is less than originally planned or anticipated. If the number of

persons attending the Function is more than 5% greater than originally planned or anticipated, the Church may increase the amount owing proportionate to the number of persons added, plus a surcharge of 10% for administrative costs.

**C. Terms and Conditions of Usage**

The following terms and conditions of usage apply to the User/Renter and all persons attending the Function and will be strictly enforced.

7. The User/Renter acknowledges that the Facilities are a religious facility in support of the religious mission of the Church. The User/Renter acknowledges that the Church operates the Facilities, which are owned by the District, primarily for use by members of the Church and for public ministry and evangelistic outreach to others who agree to abide by the terms of this Agreement and act in accordance with the lifestyle guidelines consistent with the Church's religious beliefs.

8. The User/Renter acknowledges and agrees that its use of the Facilities and its activities while at the Facilities will not conflict with the religious beliefs of the Church, as may be directed by the administration or designated representatives of the Church. The User/Renter further agrees to conduct all of its Function activities while at the Facilities in strict accordance with such religious beliefs as may be communicated to the User/Renter by the administration or designated representatives of the Church. The User/Renter may be given a Mission Statement, Values or guidelines with respect to this obligation and the User/Renter agrees to strictly comply with the same. Without limiting the generality of this provision, this Agreement contains specific requirements of the conduct of the User/Renter and its members and guests while at the Facilities.

9. User/Renter agrees that it will not bring any alcohol, non-prescription drugs or tobacco to the Church. If the User/Renter discovers that any of its Function attendees has done so, the User/Renter will immediately confiscate and bring such items to the administration of the Church for destruction and/or reporting to the appropriate police authorities, or alternatively remove the attendee from the Facilities and prevent his or her re-entry to the Function and Facilities.

10. The User/Renter will not conduct, play or broadcast any music or lecture programs, or bring to the Facilities, such music or other materials that are inconsistent with or contradict the teachings of the Church.

11. The User/Renter will not hold dances, games of chance, sales or bazaars at the Facilities.

12. Unless the Church has agreed to provide supervision for a Church Program, the User/Renter agrees to provide appropriate and adequate adult supervision of all persons under the age of nineteen and for all activities undertaken by the User/Renter while at the Facilities. The User/Renter agrees that not less than one adult will be at the Function at the Facilities for each 6 persons under the age of nineteen at all times.



13. Unless the Church has agreed to provide medical personnel for a Church Program, the User/Renter agrees that there will be no obligation on the part of the Church to provide qualified medical personnel at the Facilities or medical supplies. The User/Renter agrees to provide its own first aid kit and other medical supplies and personnel that in the opinion of the User/Renter are appropriate or necessary.
14. If any person attending the Function has an accident or medical emergency or requires medical attention of any kind, the User/Renter will bear full responsibility for such event and its cause and consequences, and promptly inform the designated representative of the Church.
15. The User/Renter will not bring any pets or domestic animals onto the Facilities.
16. The User/Renter agrees that it will not permit any noisy activities to take place at the Function after 11:00 pm each evening or before 7:00 am each morning.
17. The Church reserves the right to permit others to use and occupy the Facilities at the same time as the User/Renter.
18. The User/Renter will ensure that all rooms, washrooms and other portions of the Facilities used by it will be left neat and tidy. If the User/Renter fails to so ensure, the Church may charge the User/Renter an amount up to 20% of all amounts due and payable under this Agreement for reasonable additional cleaning costs.
19. The User/Renter will indemnify and save harmless the Church and/or District, its officers, directors, employees, volunteers and agents against and from any and all claims, demands, causes of action, actions, proceedings, losses, damages, expenses, costs, and legal fees on a solicitor and client basis that may arise out of or be in any way connected with the use or occupation of the Facilities by the User/Renter or those for whom the User/Renter is responsible at law, or a breach by the User/Renter of its obligations under this Agreement.
20. If the User/Renter, causes, finds or discovers any damage to the Facilities or to any of the furnishings, facilities or assets of the Church within or around the Facilities, the User/Renter will promptly provide notice to the Church of such damage, including full details of the nature, cause and location of such damage.
21. The User/Renter agrees to be responsible for its use of the Facilities and the actions of its members and guests and others attending the Function, including compliance with this Agreement and the Church's Facility Use and Rental Policy. The User/Renter agrees to reimburse the Church and pay for any and all damage caused by any of its members or guests and others attending the Function to the Facilities or to any of the furnishings, facilities or other assets in or around the Facilities.

22. If requested by the Church at any time prior to the Function, the User/Renter will obtain and provide to the Church evidence of comprehensive general liability insurance (to the satisfaction of the Church) with coverage for any one occurrence or claim of not less than \$2,000,000.00. If requested by the Church, such insurance must:

- a. name the Church as an additional named insured;
- b. provide for a waiver of the insurer's right to subrogation against the Church; and
- c. provide that the policy will not be canceled without the insurer providing the Church at least ten days prior written notice

23. The User/Renter agrees on behalf of itself and all of its members and guests and those attending the Function (together, the "Attendees") that the Church and/or the District, its agents, employees, directors, officers, members or volunteers will not be liable for:

- a. damages to or loss of any property of the Attendees, howsoever caused, whether at the Facilities or elsewhere, and whether or not such property is entrusted to the care or control of the Church or any person for whom the Church may be responsible; or
- b. personal or consequential injury of any nature whatsoever, including death, that may be suffered or sustained by the Attendees or any of the User/Renters' members, officers, agents or employees or any other person arising out of or in connection with the use of the Facilities or the Attendees' use of or activities at the Facilities.

24. The User/Renter will not use any of the names of the Church on promotional or other materials without first obtaining the written consent of the Church.

25. Regardless of the activities, services or facilities referenced on Part 3, as applicable, the Church reserves the right to limit or cancel the availability of such activities, services or facilities as it deems appropriate, in its sole discretion.

26. The provisions in this Agreement constitute the entire agreement between the parties and supersede all previous communications, representations, and agreements, whether oral or written, between the parties, and there are no representations, warranties, terms, conditions, undertakings, or collateral agreements (express or implied), between the parties other than as expressly set forth in this Agreement.

27. The parties agree that if any provision of this Agreement is invalid, illegal or incapable of being enforced by reason of any rule of law or public policy then such provision will be severed from this document and will not affect any other provision contained herein and all other provisions will remain in full force and effect.

**THE CHURCH** by its authorized signatory(ies): )  
)  
\_\_\_\_\_)  
Authorized Signatory )  
)  
Date: \_\_\_\_\_ )  
)  
)

**THE RENTER** by its authorized signatory(ies): )  
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Authorized Signatory )  
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\_\_\_\_\_)  
Authorized Signatory )  
)  
Date: \_\_\_\_\_ )  
)

## Facilities Approval Application (Part 3)

Information				
Name of user/group or corporate		Phone		
Address		Fax		
City/Town		Email		
Contact Person		Work Phone		
		Home Phone		
Event Date & Start Time		Event End Date & Time		
Arrival time	Departure Time	Estimated Group Size		
		Adult	Teen	Children
				Total
Provide detailed description of facilities Required:				
Provide detailed description of your group:				
Provide detailed description of activities you wish to hold at the Facilities				
<p><b>What Church Personnel Requests do you have?</b> The Church will review this information to determine if it is able to provide the staff members that you require and will indicate in the space below what it is prepared to provide.</p>				

<b>Rental Agreement: Costs</b>		
	Item	Subtotal
Security Deposit (10% if amount greater than 250--returnable)	250	
Administrative Cost		
Custodial Costs		
Sound & Lighting Technician (use of sound and lighting requires approved church personnel)		
Food Service Supervisor		
Rooms		
Special		
Total Cost		

Signature of Applicant I have read and agree to the stated facility use and rental policy and terms.			Date	
Deposit Received	Amount Owing	By date	Agreement Signed	Insurance Certificate Received
Details and Conditions (if any)				
Rental Approved by:	Position	Date		

## RENTAL RATES (Part 4)

	Church and CMA	Non-Profit	Personal Events*	Profit Events
Auditorium, Warehouse, Kitchen	Free	300	200	1500
Warehouse & Kitchen	Free	250	150	1000
Auditorium only	Free	150	100	1000
Large Meeting Room 125 with 50 chairs/ 5 tables	Free	75	50	300
Small Meeting Room with 20 chairs	Free	75	50	150
Custodian/Janitor/Set up	0-100	100	100	100
Food Safe Kitchen Supervisor (hourly)	0-100	100	100	100
Sound technician (hourly)	0-100	100	100	100
Lighting Technician (Hourly)	0-100	100	100	100
Key Deposit (returnable)	25	25	25	25
Administrative Cost	Free	100	50	400
Deposit (returnable)	250	250	250	10% or 250 which ever is greater

\*Personal use is when a person desires to rent our facilities for such things as receptions, birthdays, anniversaries etc.. The prices indicated are the same for members and nonmembers of Pacific. Under the Income tax Act, a member may not receive a personal economic benefit by virtue of their membership and a free rental on the basis of membership is an economic benefit.