

COLLIER STREET UNITED CHURCH RENTAL POLICY

PURPOSE

Collier Street United Church [CSUC] is committed to providing a safe and sacred space for the varying needs of its members, adherents and the community. We strive to ensure that our clean and spacious facilities are provided at a reasonable rate for users, as we remain centred with God, in Barrie, on YOU!

RENTAL ELIGIBILITY

- Any individual or group from within the congregation or any community group or agency, whether non-profit or for-profit, is eligible to apply for use of church facilities.
- Availability of church facilities is at the discretion of CSUC.
- In cases where a rental application may come into question, the church reserves the
 right to refuse access when the renter's aims and goals do not match the ethos of the
 United Church of Canada. The office administrator will consult with other staff
 members when questions arise about the scheduling or suitability of a rental
 application.

TYPES OF RENTALS

A rental will fall into one of the following types:

- Short-Term event duration is 7 days or less
- Long-Term event duration is greater than 7 days and may recur weekly or be for an extended period, as defined on the Rental Contract
- Storage for rented storage spaces

RENTAL CONTRACT PROCESS

Rental contracts begin by contacting the CSUC office administrator during church office hours at officeadmin@collierunited.ca or (705) 726-1511. The office administrator will determine the availability of space, conduct a tour if requested, and complete the specifics of the rental, including a determination of fees being charged (see Appendix 1 – Rental Fee Schedule for details).

*Priority will be given to church functions – including but not exclusive to funerals, church lunches/concerts, weddings, and choir rehearsals. We value long-term renters so that they will be given special preference on dates and spaces after church events.

The renter must sign a Rental Contract (See Appendix 2 – Rental Contract for details). The application must be submitted to the Church Office with sufficient time to allow for processing and appropriate actions.

A refundable damage/cleaning deposit of \$100.00 is required at the time of booking via a cheque made out to CSUC or a credit card saved on file. Damages over and above the value of the damage/cleaning deposit incurred to the church, equipment or contents are the express responsibility of the renter. The damage/cleaning deposit is refundable when the premises has been inspected and deemed acceptable.

Custodial coverage will be charged as part of the rental fee for events that occur beyond the normal church hours of operation or when additional custodial support is necessary due to the nature of the event as determined by CSUC. When custodial coverage is charged, the staff may be on-site for the duration of the rental/event.

RENTAL RATES

Available rental space with applicable rates is outlined in Appendix 1 – Rental Fee Schedule. There are separate rates defined as For Profit and Not For Profit based on the status of the renter. The office administrator completes the determination of the applicable rate(s) for a rental contract. Rental Rates will be adjusted annually, effective January 1, consistent with the Cost of Living Allowance (COLA) increase implemented by the United Church of Canada.

PAYMENTS AND REFUNDS

To secure a booking, a signed contract must be accompanied by a 50% deposit, and a cheque for the remainder postdated 30 [thirty] days prior to the date of the event. Repeat renters may pay monthly in advance.

All cancellations must be received in writing. The rental fee will be refunded, as follows, based on the date the written cancellation is received vs. the first scheduled day of the booked event:

Value of Refund	First scheduled day of the event
Full refund less a \$25 administration fee	31 or more days
50% of the rental fee	15 to 30 days
No refund	14 days or less

INSURANCE

Renters/tenants are required to sign an Acknowledgement, Waiver and Indemnity as part of the rental agreement, acknowledging that, in summary:

- CSUC does not maintain liability insurance with regarding the renter's use of the premises.
- The renter/tenant assumes all risk in respect of its use of the premises for itself, its
 property, and its invitees, and waives any obligation on the part of the CSUC to insure
 and agrees that CSUC shall have no obligation to the Tenant and its invitees in respect
 of their use of the premises.
- The renter/tenant agrees to take out and maintain in force its own Liability Insurance, Contents Insurance (if applicable) and/or Special Occasion Host Liquor Liability Insurance (if applicable) at its own expense to cover its activities and those of its invitees while on the premises and indemnifies CSUC against all manner of claims, damages, loss costs and charges suffered by CSUC or its property either directly or indirectly in respect of any matter or thing arising from the renter/tenant's occupancy or use of the premises or that of the Tenant's invitees.
- The renter must provide CSUC with a copy of its liability insurance showing coverage for its activities while on the CSUC premises, and the CSUC shall not be prejudiced by the renter/tenant's failure to do so.

SET-UP/CLEAN-UP

Basic set-up and clean-up, stacking of chairs and tables, shutting off of lights, equipment and furniture placement, and window closures are the responsibility of the renter. For an

additional hourly fee, the custodial staff will set up the room[s] rented (i.e. tables and chairs) in accordance with the instructions recorded on the Rental Contract.

Chairs and/or decorations are not permitted outside. Indoor decorations are to be approved by the office administrator; details are to be submitted with the Rental Contract. The only acceptable types of tape to be used on the premises are painter's tape or masking tape.

SANCTUARY USE

No food or drink is allowed in the Sanctuary. Fire regulations require that all Sanctuary doors must be unlocked when the Sanctuary is in use. If required, an usher is to be posted at the sanctuary doors to direct ticket holders to the Foyer entrance. Removal of wooden partitions and use of CSUC risers is to be arranged at the time of booking.

STORAGE

Items approved for storage must not pose a potential hazard of any kind: i.e. no propane tanks, tires, compressed gas, hazardous containers of any sort, no food or storage of any item(s) that could attract pest(s), etc. Storage area(s) must be kept clean; if clean-up is required, the Renter will be charged additional custodial fees.

DAMAGE/LOSS

Renters are responsible for the supervision and actions of the individuals involved in their group's event. CSUC will not be liable for personal injury or for the loss or theft of clothing or equipment of the renter/organization or anything left in the facility before or after the event or anyone attending on the invitation of the renter/organization.

A damage/cleaning deposit in the amount of \$100.00 is required for all functions, refundable after the event, if no damage has occurred to the facility. A cheque made out to CSUC or a credit card saved on file is required at the time of booking. Damages over and above the value of the damage deposit incurred to the church, equipment or contents are the express responsibility of the renter. In consultation with the church custodian and Property Committee, damage, repair or replacement will be undertaken in a timely and appropriate fashion and billed to the renter.

SMOKING/PETS

Smoking is not permitted on the premises nor within the church building other than the designated smoking area within the courtyard only (not at doorways), where cigarette butt receptacles are provided. All groups using the designated smoking area are asked to clean up the courtyard of any cigarette butts and/or litter with the broom and dustpan provided. Aboriginal or cultural ceremonies are exempt.

Pets are only allowed on the premises if rental participants require the use of a companion animal or in special circumstances previously arranged with the office administrator.

WIRELESS INFORMATION ACCESS (WIFI)

The church is equipped with business WIFI provided to renters at no additional cost. As outlined below, CSUC expects all users to be responsible with accessing information online. By using the WIFI System, the renter(s) and its invitees (hereafter referred to as "renter") acknowledges (1) that the WIFI System may not be uninterrupted or error-free; (2) that viruses or other harmful applications may travel through the WIFI System; (3) that CSUC does not

guarantee the security of the WIFI System and that unauthorized third parties may access computers or files or otherwise monitor the connection; (4) that the WIFI System is provided "as is" and on an "as available" basis, without warranties of any kind, whatsoever; (5) that CSUC may change access codes, usernames, passwords or other security information necessary to access the WIFI System at any time; and (6) that the renter assumes all risk associated with their activities conducted online through the WIFI System and assumes all liability and damages incurred by themselves, CSUC, or a third party that arise or result from their activities conducted online through the WIFI System, whether known or unknown at the time of use.

Acceptable Use of WIFI System

Activities conducted online through the WIFI System shall be appropriate and shall not violate any law or regulation or the rights of CSUC or any third party. CSUC does not actively monitor the use of the WIFI System under normal circumstances. Access to the WIFI System may be denied, blocked, suspended, or terminated by CSUC at any time for any reason, including but not limited to, violation of this Agreement, actions that may lead to liability for CSUC, and violation of applicable laws and regulations. CSUC will fully cooperate with law enforcement upon receipt of notice that the use of the WIFI System is in violation of applicable law.

Examples of prohibited activities include, but are not limited to:

- Accessing, copying, storing, or transmitting offensive and/or otherwise inappropriate
 information including, but not limited to, information that can be considered
 defamatory, abusive, obscene, profane, sexually-oriented, threatening, discriminatory,
 harassing, or that uses language or graphics which offends or tends to degrade others;
- Involvement in an activity that is in violation of regulatory, federal, provincial or local law.
- Distribution of internet viruses or other destructive activities;
- Interfering with or disrupting the WIFI System or servers or networks connected to the WIFI System, or disobeying any requirements, procedures, policies or regulations of networks connected to the WIFI System;
- Any other actions that may otherwise violate policy, be unlawful or be deemed inappropriate.

Indemnification

The renter shall defend, indemnify and hold CSUC and its officers, leaders, employees, contractors, agents, successors and assigns harmless from and against, and shall promptly reimburse them for, any and all losses, claims, damages, settlements, costs, and liabilities of any nature whatsoever to which any of them may become subject arising out of, based upon, as a result of, or in any way connected with, the renter's use of the WIFI System.

KITCHEN USE/CATERING

The renter reserves the right to choose catering privately or through the United Church Women catering service.

United Church Women (UCW) Catering

Kitchen rental fees will not be charged if the UCW is catering the event. The UCW representative's contact information will be provided by the office administrator.

1. All arrangements for catering functions will be negotiated between the renter and the UCW representative(s).

- 2. The UCW reserves the right to set fees for catering, dependent on the market availability of specifically requested food items.
- 3. The UCW reserves the right to charge additional fees as may be necessary (i.e. for linen use, etc.).
- 4. All fees will be paid directly to the UCW.
- 5. The UCW reserves the right to refuse a catering event.

Private Catering

Kitchen rental fees will be applied in the event the renter chooses a private caterer or does food preparation independently:

- 1. Kitchen and equipment are included in the kitchen rental fee (with the exception of linen). **Deep fat frying is not permitted in the building.**
- 2. Cleaning of the kitchen spaces (countertop/appliances) and the kitchen equipment used is the responsibility of the renter or private caterer. No equipment is to be removed or borrowed from CSUC. Should additional clean-up be required, it will be added to the rental fee charged at the custodial hourly rate.
- 3. Provision of all food and food preparation supplies are the responsibility of the renter. Left-over items from the event are to be removed by the renter at the conclusion of the event.
- 4. For events where dishwasher operation is required, and the renter has no previous experience with this equipment, the renter is to contact the office administrator so orientation may be arranged.
- 5. Good stewardship in the use of the kitchen and equipment is to be exercised at all times. Should damage or losses occur, the renter will be responsible for equipment replacement.

EVENTS WITH ALCOHOL

Renters will be permitted to serve alcohol at their booked event subject to satisfying all requirements as outlined in the Alcohol Policy (see Appendix 3 – Alcohol Policy for details). An additional administration fee in the amount of \$100.00 will be added to the rental application to facilitate the serving and consumption of alcohol on church premises.

KEYS/FOBS

CSUC members who fill the positions identified below will be entrusted to have access to the church when staff may not be on-site. Church keys or FOBs and security access codes will be issued on a voluntary basis to individuals holding the following 3 (three) specific positions:

- Chair of Property Committee
- Church Board Secretary
- United Church Women (UCW) Leader (1 nominated by UCW)

Each individual must sign a Key Holder Declaration (see Appendix 4 – Key Holder Declaration Form for details) stating they voluntarily take on the responsibilities of being a key/FOB-holder, and will not copy or share the key/FOB, security code or access to the church with others. Each individual is responsible for the replacement cost(s) of lost keys/FOBs. Failure to follow requirements could result in rescinding of the granted key/FOB/code.

The list of key/FOB holders will be reviewed annually by the Church Board.