

# **Facility Rental Agreement**

902 Glenbow Drive, Cochrane AB T4C 1J2 403-932-6100 ext. 103 rentals@cochranealliance.com

### **PRELIMINARIES**

Cochrane Alliance Church is part of the Christian and Missionary Alliance of Canada.

The vision of Cochrane Alliance Church ("CAC") is:

We envision a thriving town shaped by thousands of people experiencing the transforming love of God.

To that end, CAC longs to be an agent of blessing in the Town of Cochrane. We desire to make our church building and certain equipment and property available to not only our church community, but also to the community at large. This agreement is written to reflect that desire while also upholding the purpose, objects and aims of CAC ("the CAC Purpose").

All rentals are subject to the terms and conditions which are hereafter set forth in this agreement, which includes these Rental Agreement Preliminaries, Information & Details, and Terms & Conditions (such parts collectively referred to as the "Agreement").

#### **Prioritization of Facility Use**

Bookings are made on a first-come first-served basis, given that CAC programming will have first priority. Bookings are considered complete after the dates have been confirmed, this Agreement has been completed and signed by both CAC and the organization, family or individual named in Information & Details of this Agreement below (the "Renter"), and the required deposit has been received.

#### **Purpose of Renter**

We want to understand the purpose, objects and aims of the Renter to ensure that they are compatible with the CAC Purpose. (A copy of the CAC Purpose is available upon request.)

Does CAC have on file an up to date copy of the Renter's purpose, object and aims?

Ш	been approved by CAC staff as being compatible with the CAC Purpose. (Proceed to page 3 of the agreement)
	NO, but this rental is for a private function (for example, a birthday party, a wedding, etc.), and is not for a group or organization. (Proceed to page 3 of the agreement)
	NO, and this rental is for a group or organization.  (Please attach a current description of your group's or organization's purpose, objects and aims to this Agreement before proceeding to page 3 of the agreement. If you do not have such a document, you can use the template provided in Schedule 1 (page 2) of this agreement.)

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# **Facility Rental Agreement**

# Schedule 1

### STATEMENT OF PURPOSE AND OBJECTS TEMPLATE

CAC wants to understand the purpose and objects of our rental clients to ensure that they are compatible with the CAC Purpose and Objects. Please use the form below to communicate the purpose and objects of your group or organization. This statement will be reviewed by CAC staff, and if approved as being compatible, kept on file at CAC.

Name of Group or Organization:						
Officers:						
Please ch	eck w	hat best describes your group or orga	niza	tion:		
		Advocacy group		Service group		
		Education group		Social group		
		Recreational group		Other (please state below)		
State the	purpo	ose and objects of your group or organ	izati	on:		

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FOR OFFICE USE ONLY								
DAMAGE DEPOSIT	DATE RCVD	AMT \$	CASH DB/CC	CHQ WEB	00			
PAID IN FULL	DATE RCVD	AMT \$	CASH DB/CC	CHQ WEB	00			
RECEIPTED	DATE							

# **INFORMATION & DETAILS**

Organization (the "Renter")				Contact N	lame _					
Address				Phone						
City & PC					Email					
Event				Expected Attendance						
Description				Recurring Every Until						
Event Date								uring recur d (breaks, h	rence not olidays, etc.)	
Unlock TimeStar	t Time			End Time						
Set Up Date Star	t Time			End Time						
Please send me a receipt for	this eve	nt 🗆	YES	□ NO						
ROOMS & SET UP see page 8 for main & upper floor plans)	MAX CAP. (tables/ rows)	ROOM NEEDED	SET UP STYLE	#TABLES Rectangle	# TABLES Round	# CHAIRS	HALF DAY FEES	FULL DAY FEES	TOTAL	
Sanctuary—includes Atrium	180/470						\$250	\$425		
☐ Sanctuary Stage Clear	ed Comple	tely	□ Sa	anctuary	Stage Cl	eared Ex	xcept Pian	0		
Atrium							\$90	\$135		
Creekside North (Main Floor)	32/50						\$90	\$135		
Creekside South (Main Floor)	32/50						\$90	\$135		
Creekside North/South combined	88/100						\$135	\$190		
Bow North (Upper Floor)	32/50						\$90	\$135		
Bow South (Upper Floor)	32/50						\$90	\$135		
Bow North/South combined	80/80						\$135	\$190		
Grand Valley Room (Upper Floor)	20/35						\$60	\$80		
Ghost Lake Room (Basement)							\$50	\$75		
Kitchen—Prep Only							\$40	\$60		
Kitchen—Appliance Use							\$60	\$80		
After Hours Lock Up							\$20	\$20		
SET UP STYLE (indicate letter of set up style for each room required above)										
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EQUIPMENT	✓	COST	TOTAL			
Flip Chart & Markers		\$10				
Portable Whiteboard & Markers		\$10				
Black Pipe & Drape				\$50		
iPad for Sanctuary Screens				\$50		
55 inch TV with HDMI cable connection				\$50		
Portable Video Projector & Screen				\$50		
Surface Mount Speaker System (Atrium, Cree 1 Microphone & Stand, 1 Mic Cable, 1/8" N Direct Input Box, Wall Mounted Volume (		\$50				
Electric Stage Piano (Sound System Required)	)			\$20		
Baby Grand Piano (Sanctuary or Creekside)				\$20		
OTHER	✓	COST		NUMBER	TOTAL	
Sanctuary Dismantle		\$150				
Sound Tech		\$45 per hour	х	# of hours		
Media/Livestream Tech		\$45 per hour	х	# of hours		
Coffee Service - includes cups, lids, coffee, tea, cream & sugar		\$2.50 per person	х	# of people		
White Tablecloths (per cloth)		\$5.00	х			
Black Tablecloths (per cloth)		\$5.00	х			
Dishes (per place setting)		\$0.50	х			
TOTAL RENTAL FEE		\$				
DAMAGE DEPOSIT BY CHEQUE (ON	ILY UP	ON REQUEST)				
TOTAL DAMAGE DEPOSIT FEE						

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#### **PAYMENT**

The total amount payable by the Renter to CAC (the "Total Rental Fee") is anticipated to be the amount shown on page 4. CAC, acting reasonably, may adjust such anticipated amount at the conclusion of the rental period based on the actual facilities and equipment used and the actual hours worked by CAC's personnel.

An additional damage deposit may be required upon confirmation. All or part of this deposit may be withheld in case of any damage to or loss of any of the CAC's facilities and equipment, in the event of any use of the facilities or equipment other than in accordance with, and at the times specified in, this Agreement, or in the event of any cancellation or termination of this Agreement due to breach of contract on the part of the Renter. If any damage to or loss of the facilities or equipment occurs or arises during the term of its rental, the Renter hereby agrees to indemnify CAC for all reasonable out-of-pocket costs incurred by CAC relating to the repair or replacement thereof or otherwise relating to such damage or loss.

When required, the above-referenced damage deposit is due upon execution of this Agreement (BY CHEQUE ONLY).

### PAYMENT REQUIRED UPON RECEIPT OF INVOICE

#### **TERMS & CONDITIONS**

The Renter agrees to abide by the following terms and conditions:

#### 1. General Terms and Restrictions:

- 1.1. CAC reserves the right to immediately cancel or terminate this Agreement upon any breach by the Renter (or any of its guests) of any of the terms and conditions hereof. In the event of any such cancellation or termination, or if the Renter cancels the contract without providing notice to CAC at least seven days in advance of the designated function or event, CAC reserves the right to withhold all or any portion of the deposits paid by the Renter. If such cancellation or termination by CAC occurs: (a) prior to the Renter's designated function or event, such withholdings shall be deemed to be a reasonable pre-estimate of CAC's damages in the circumstances and may be retained by CAC as liquidated damages, or (b) at any time during the Renter's designated function or event, the Renter shall be responsible for paying the anticipated Total Rental Fees, in addition to any and all damages or losses which arise, in which case CAC shall apply such withholdings against such amounts owing by the Renter. If, however, the Renter cancels the contract by providing CAC with written notice at least seven days in advance of the designated function or event, all deposits shall be fully refunded.
- 1.2. The Renter shall pay the Total Rental Fees within 15 days of issuance of an invoice by CAC.

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## **TERMS & CONDITIONS**

- 1.3. The Renter shall indemnify and save harmless the Christian and Missionary Alliance, CAC, other affiliated churches, and any of their directors, officers, elders, pastors, employees, agents and representatives (each a "CAC Indemnified Party") from and against any and all costs, claims, damages, losses, actions, proceedings, demands, liabilities, fines, property damage, personal injuries (including death), and expenses of any kind or nature (collectively "Damages") that:
  - 1.3.1.1. any CAC Indemnified Party may suffer, sustain, pay or incur; or
  - 1.3.1.2. may be claimed, made or brought by any third party against any CAC Indemnified Party, or which any of them may suffer, sustain, pay or incur in respect of any such third party claim;

in either case arising out of or in connection with the Renter's use of CAC's facilities, equipment or property, save and except those damages arising out of on in connection with any gross negligence or willful misconduct on the part of CAC.

- 1.4. The CAC facility is an alcohol and drug free environment. Drugs and alcohol may not be used, served or made available for use anywhere within CAC's facilities or property.
- 1.5. The CAC facility is also a smoke free environment. Smoking may, however, occur outdoors on CAC's property, but only if the Renter provides suitable outdoor containers for the disposal of cigarettes. The Renter shall remove such containers (and any cigarette butts which are not discarded in such containers) at the end of the rental period.
- 1.6 Gaming for profit (e.g. gambling or casino games involving money) is not permitted on CAC's premises.
- 1.7 The Renter shall ensure that neither it, nor its guests and representatives, while using CAC's facilities, engage in any activity or behaviour which is lewd, obscene or indecent.
- 1.8 It is the responsibility of the Renter to make the terms of this Agreement known to guests attending the Renter's function or event. A CAC representative will enforce these terms.
- 1.9 For an event where event insurance is purchased for another venue, such as a wedding reception, we request that Cochrane Alliance Church be listed as an additional insured property in that policy.
- 1.10 It is the responsibility of the Renter to implement and manage any current government health regulations. Any fines or misdemeanors, due to any non-compliance with government regulations, are the sole responsibility of the renter, and are not the legal responsibility of Cochrane Alliance Church.

#### 2. Access and Use of Facility and Equipment:

- 2.1. Use of CAC's facilities shall be in conformity to the Town of Cochrane ordinances on fire, safety, smoking, parking, overcrowding, etc.
- 2.2. Vehicles may park only in designated areas.
- 2.3. All rooms and areas of the church not specified in the Agreement are off limits.
- 2.4. If children are present when adults are using CAC's facilities, they must be properly supervised. There will be an extra charge for use of the nursery or toddler rooms.
- 2.5. The Renter shall not have any access to CAC's lighting or sound systems, and such systems shall only be operated by designated CAC trained personnel. Prior arrangement for such persons is required as part of the Agreement.
- 2.6. As required, CAC's Office Manager will arrange for a representative(s) from the Church to oversee general supervision of the event and the operation of the sound and lighting systems. If no representative(s) are available, the facilities will not be available for rental.
- 2.7. CAC's music equipment (e.g. drums, piano, microphones, etc.) are strictly off-limits and shall not be moved from their location unless prior arrangement is made with CAC.

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### **TERMS & CONDITIONS**

#### 3. Responsibilities for Good Upkeep of Facility and Equipment:

- 3.1. The Renter is responsible for ensuring all decorations are removed.
- 3.2. If used, the kitchen area including all stove surfaces and oven, counters and floors shall be cleaned.
- 3.3. No food or beverages are allowed in the sanctuary without prior approval from CAC.
- 3.4. No confetti, rice, rose petals, bubbles or other like material may be used in CAC's building or property.
- 3.5. Candles are permitted only if they are in drip-proof candleholders.
- 3.6. No tacks, staples or other fasteners are to be used on any CAC furniture, fixtures or other surfaces in the church building. Only masking tape and sticky tack may be used for hanging decorations on the walls.
- 3.7. If the Renter does not leave the CAC's facilities in a clean and tidy state, as determined by CAC acting reasonably, the custodian or another representative of CAC shall undertake any clean-up or other work which is required at a rate of \$25.00 per hour, per person. This amount will be paid by the Renter to CAC and may be deducted CAC from any deposits held.

#### 4. CAC's Purpose:

- 4.1. The Renter may not undertake any religious rites (including weddings and funerals) within or upon CAC's facilities or property unless: (a) the ministers or officiating parties have been approved by, and in the sole discretion of, CAC's lead pastor or his delegate on the pastoral staff; and (b) such religious rites are in alignment with the CAC Purpose and CAC's beliefs, in each case as determined in the sole discretion of CAC's lead pastor or his delegate on the pastoral staff.
- 4.2. The Renter acknowledges that CAC reserves the right not to rent its facilities or equipment to any group or organization whose purpose, objects and aims are not, in the opinion of CAC, compatible with the CAC Purpose. If the Renter falsely represents itself in this Agreement, including in respect of its purpose, objects and aims, such false representation shall be sufficient cause or reason to cancel or terminate this Agreement, and may deny the Renter access to CAC's facilities and property.
- 4.3 The Renter is responsible for guaranteeing that CAC's Purpose and beliefs are respected in the case of sub-letting and/or use of the building by third parties.

The Renter acknowledges all of the terms and conditions set forth in this Agreement, including without limitation those set forth in both Information & Details, and Terms & Conditions, and accept its responsibilities hereunder.

The Renter further acknowledges and agrees that by signing this Agreement that a CAC staff member has explained all of its responsibilities, the anticipated Total Rental Fees, and the amount of any required deposits.

The Renter accepts full responsibility for any damages to or loss of CAC's facilities and equipment which is caused by it or any attendees or guest in respect of its event.

# RENTER COCI

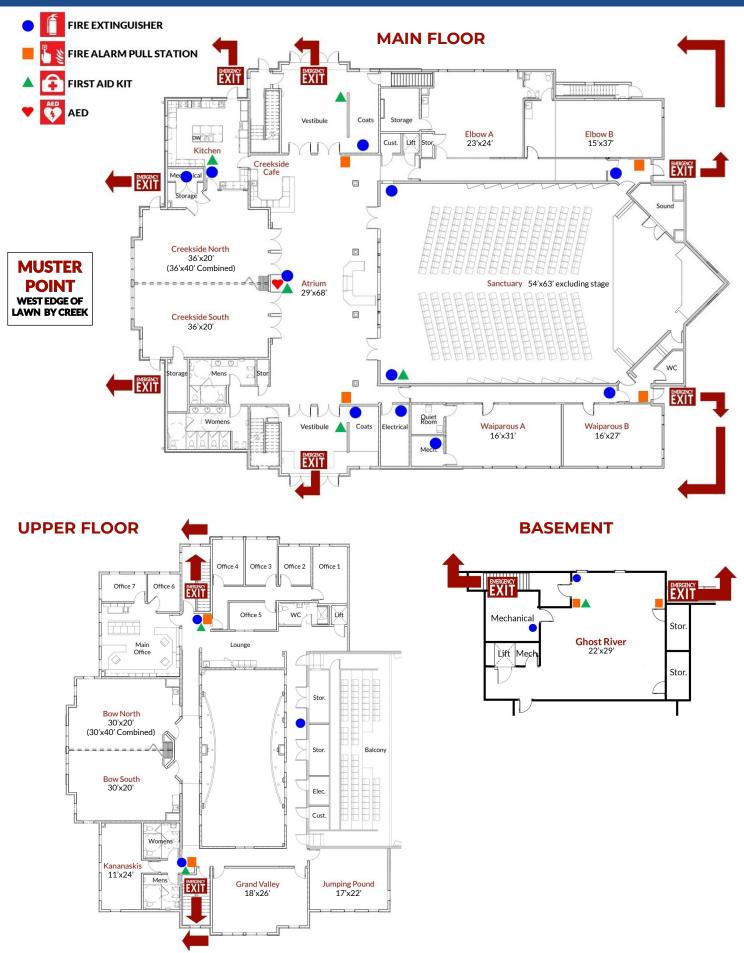
#### **COCHRANE ALLIANCE CHURCH**

Signature	Signature	
i		
Name	Name	
Title	Facilities C	Coordinator or Delegate
Date	Date	

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### FLOOR PLAN / FIRE EVACUATION PLAN



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