

Facility Use Agreement

This Facility Use Agreement is made between:

The Alberta Conference of the Seventh-day Adventist Church operating as

(The "Church")

AND (The "Renting Party")

Name: _____

Address: _____

Phone: _____ (primary contact)

WHEREAS:

- a) The Church owns and maintains lands and premises at the address noted above (the "Premises");
- b) The Renting Party wishes to use the Premises, or a portion of them, for the Purpose state herein.

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

1. The Church permits the Renting Party to use the () sanctuary () kitchen () fellowship hall () other meeting rooms (SPECIFY)

of the Premises (the "Facilities") for the purpose of:

2. The Renting Party shall have use of the Facilities:

Date/Day: _____ (am/pm) to _____ (am/pm) (the rental period) and

shall pay a damage/caretaking deposit of \$ _____ and a rental fee of \$ _____ to
the Church on signing this Agreement.

3. The Renting Party acknowledges that the Church is a charitable organization created for the advancement of religion in accordance with the teachings of the Bible as understood by the Seventh-day Adventist Church. The Renting Party acknowledges and agrees that the Premises can only be used for activities and conduct that are fully consistent with the teachings of the Bible as understood by the Seventh-day Adventist Church. In that regard, the Renting Party will conduct all of its activities within the Premises in accordance with any religiously-based requirements as set out by the Church at any time and, without limiting the generality of the foregoing the Renting Party agrees:
 - a) Not to hold parties, dances, games, games of chance, sales or bazaars in the Premises;
 - b) Not to permit the use of alcohol or tobacco in any form in the Premises;
 - c) Not to permit any religious activities or services of any kind with the Premises without the express consent of the Church; and
 - d) Not to permit ceremonies or receptions, including wedding ceremonies or receptions, within the Premises without the express consent of the Church.
4. The Renting Party agrees that the Church may terminate this agreement and require the Renting Party to vacate the Premises immediately if the Renting Party fails to strictly abide by the terms and conditions in this Agreement. The Church will have no obligation to return any monies paid under the terms of this Agreement if it is terminated in accordance with this provision.
5. The Renting Party agrees to obtain and provide a copy of liability insurance coverage of three million naming the Church and the Alberta Conference additional insured.
6. The Renting Party agrees that it will obtain and maintain all required and appropriate licenses and permits required by any statute, regulation, bylaw, health authority or other government agency or authority of any kind to permit it to use the Facilities for the Purpose. For example if they are using the kitchen they must hold a current certificate for Food Sanitation and Hygiene. The Renting Party will provide the Church proof of having complied with this provision immediately.
7. At the completion of its use of the Premises, the Renting Party agrees to:
 - a) Collect all of its equipment, chattels and other property of any kind and remove them from the Premises;
 - b) Ensure that the Facilities are clean;
 - c) Pay the Church for the cost of any cleaning, repairs or other costs considered necessary by the Church following and resulting from the Renting Party's use of the Facilities.
8. The Renting Party, on behalf of itself and all of its members and guests, hereby waives releases and forever discharges the Church and its members, directors, officers, employees, agents and volunteers (the "Releasees") from all actions, causes of actions, suits, claims and demands whatsoever that any of them may have against

any of the Releases as a result of, arising out of or in any way connected with from the Renting Party's use of the Facilities.

9. The Renting Party will indemnify and save harmless the Church and its members, directors, officers, employees, agents and volunteers 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:
 - a) The use or occupation of the Facilities by the Renting Party;
 - b) A breach by the Renting Party of its obligations under this Agreement; or
 - c) The matters waived and released in paragraph 8 of this Agreement.
10. The Renting Party agrees to be responsible for its use of the Facilities and the actions of its members and guests and agrees to reimburse the Church and pay for any and all damage caused by any of its members or guests to the Facilities or to any of the Church's furnishings or other assets in or around the Facilities.
11. If the Renting Party causes, finds or discovers any damage to the Facilities or to any of the assets or possessions of the Church within or around the Facilities, the Renting Party shall promptly provide notice to the Church of such damage, including full details of the nature, cause and location of such damage.
12. The Renting Party agrees to obtain the approval of the Church to the content and form of any publication, whether written or otherwise, which is intended to publicly advertise or promote any of its activities at the Facilities. The Renting Party shall obtain such approval from the Church at least 30 days prior to using any publication as referenced in this provision.
13. The Renting Party shall not suffer or permit any other party to access, use or enjoy the Facilities, or any portion thereof, without the express consent of the Church. The Renting Party shall not be permitted to assign this Agreement or any portion thereof without the express written consent of the Church.
14. The Renting Party acknowledges and agrees that there are no representations or agreements other than the terms of this Agreement and that this Agreement constitutes the entire agreement between the parties.

Signed, this _____ day of the month _____, 20____

Signature (Authorized Representative for the Renting Party) PRINT NAME

Signature (Authorized Representative for the Church) PRINT NAME