

**ST. PAUL'S UNITED CHURCH**  
30 Main Street South, Brampton, ON L6X 2C4  
905-451-1405 [office@stpaulsbrampton.ca](mailto:office@stpaulsbrampton.ca)

**RENTAL AGREEMENT – STANDARD TERMS AND CONDITIONS**  
**Revised May 30, 2023**

These Standard Terms and Conditions apply to all Contracts entered by St. Paul's United Church, Brampton for building space, rooms, or facilities in St. Paul's United Church (hereafter SPUC).

**1 Room Scheduling, Assignment and Availability**

- a) Renter will have the use of the space(s) named in the Contract, which includes washroom facilities, tables, and chairs. Kitchens, kitchen appliances and utensils are available for an additional fee and must be part of the signed Contract.
- b) Any change of location of room, change in schedule or other requests must be agreed to one week in advance with the church office.
- c) This agreement may be pre-empted at any time by SPUC to use the facility for emergency maintenance. Whenever possible, notice will be given 48 hours in advance of pre-emption.
- d) SPUC is not responsible or liable for any costs for failure in supplying the facility due to circumstances beyond its control (examples: hydro failure, etc.). In such cases, consideration will be given for reimbursement in part or in full for non-use.
- e) SPUC sometimes requires the use of room space for special events and may cancel an existing room booking. Normally there will be at least 3 weeks advance notice. Every effort will be made to find alternate space in the building if that should be necessary.

**2 Payment**

- a) For long-term renters, Rent is paid in advance by the first day of each month. Payment can be made by debit at the church office, or by e-transfer to [transfer@stpaulsbrampton.ca](mailto:transfer@stpaulsbrampton.ca). Please include a note with the name of your organization and the period for which you are paying rent so your organization will be credited. Payment may also be made by cheque payable to St. Paul's United Church.
- b) For one-time rentals, payment in full is due no later than 7 days in advance of rental date.
- c) There will be a cancellation fee of \$50 charged for rentals cancelled after 7 days prior to the event.

**3 Access and Security**

- a) All groups should enter or leave the building by the parking lot door unless another door is designated for this purpose. No door shall be propped open.

- b) Each Renter is responsible for keeping the building secure by not allowing other persons outside of your group from entering.
- c) If a fob and security code have been assigned to you by the church office, it is for your use only, in the area authorized to your group. You are bound by the SPUC Key Fob Agreement, and you must provide a \$25 refundable fob deposit.
- d) Renters are not permitted use of the facility at times other than those designated by the Contract except by prior consultation with SPUC church office.
- e) The facility is monitored by closed-circuit video surveillance that can be viewed in real time and with recall. This use of closed-circuit cameras is for the safety and well-being of all users of the facility as well as the church property.
- f) Parking is available across the street at either the Municipal parking lot on John Street or under City Hall. Parking lot at SPUC is limited to dropping off patrons only.

#### **4 Housekeeping**

- a) The Renter shall not fasten any posters, signs, or any documents to the walls of the room or other areas.
- b) It is the responsibility of the Renter to set up the rooms and return the rooms to their original condition.
- c) The Renter is to leave the rooms used in a clean and tidy state and to return all equipment and furniture to its usual place. Any food, table coverings, decorations, etc. set up by the group members must be removed from the premises at the end of use. Any unusual or extraordinary cleanup required will be charged to the Renter using the damage deposit.
- d) The Renter further agrees to place all garbage and recyclable items in their proper containers for disposal. Non-compliance can also result in additional cleaning costs to the Renter.
- e) It is the responsibility of the Renter, upon vacating the building at the end of the time of use to ensure that all lights are turned off and all windows are closed in rooms being used.

#### **5 Usage Rules and Requirements**

- a) Rooms shall be used only for the uses and purposes set forth in the Contract.
- b) There may be times when the room is not heated to a comfortable room temperature. When this happens, it is to be reported to the church office Monday to Friday during business hours or Security outside of business hours. Renter will NOT adjust thermostat or open radiator valves.
- c) Extension of time beyond your Contract hours will be charged by the ½ hour with a grace period of 15 minutes before and after the times contracted with the church office. If you have been issued a fob, please remember your security code is active for your rental times only.
- d) SPUC is a place of Christian worship. The Renter and members of their group must conduct its activities in a manner that is respectful of the activities of SPUC and its property, and that does not create a nuisance or impact on other groups in the

- building. In particular, the Renter and members of their group or guests should not discriminate against others in the building based on age, gender, identity, race, differing abilities, sexual orientation, ethnic background, or economic circumstances.
- e) The Renter will ensure that all persons in attendance at the event associated with this Contract must conduct themselves in an orderly manner and comply with all Federal, Provincial, and Municipal laws, by-laws, and regulations. Failure to do so may result in the cancellation of this Contract, at the discretion of SPUC.
  - f) All Fire Exits, including stairwells must be kept clear of all obstructions. Any violations must be reported immediately to an SPUC Representative.
  - g) Smoking and/or vaping is prohibited within the building and on SPUC property.
  - h) Alcohol, illegal drugs, and environmentally hazardous substances are prohibited from SPUC building and grounds.

## **6 Damage and Emergencies**

- a) The Renter will submit a refundable damage deposit of \$250 as part of the Contract.
- b) The Renter as a party to this Contract agrees to compensate SPUC for any damage or loss to property or equipment contained within the facility and arising out of the Renter's use of the facility.
- c) Renters will report any and all damage or loss of church property by email to the church office within 24 hours.
- d) In the event of an emergency, such as fire or electrical failure, that poses an immediate risk of harm to the building or any occupants, the Renter will take all responsible actions to assist in sounding an alarm and evacuating the building. The Renter will notify the SPUC Representative as soon as possible if such an emergency occurs.
- e) When an incident of bodily injury or property damage occurs, the Renter must provide a written report of the incident to SPUC. The Renter must notify SPUC when emergency services (911) have been contacted and/or attended the site of any incident.
- f) Renters will be financially liable for fire or security alarm responses due to alarming the building while it is still occupied, failing to alarm the building, failing to lock doors, or triggering a false fire alarm.

## **7 Liability Disclaimer, Indemnification, and Insurance Requirements**

### Insurance Requirements

- a) SPUC requires the Renter to carry general liability insurance and to provide SPUC with proof of insurance coverage naming SPUC as an "Additional Insured" on the Renter's policy.

### Disclaimer

- a) SPUC disclaims and shall be free from responsibility or liability to Renter and all its attendees for any injuries, accidents, or loss of or damage to property that may occur on or off SPUC property, however caused. Renter must notify the SPUC Representative within 24 hours of any occurrence, for its information.

- b) SPUC cannot be responsible for loss, theft or damage of your property. Renters are responsible for removing valuables and equipment when they are not in your personal possession. Storage space is limited but an application will be received to rent separate space for storage, if available.
- c) The Renter shall indemnify and save SPUC and each of its trustees, officers, board members, employees, contractors, agents and SPUC representatives harmless from any and all costs, losses, damages, (direct, indirect, consequential or otherwise), suits, judgements, causes of action, legal proceedings, demands, penalties or other sanctions of every nature and kind whatsoever, whether accrued, actual, contingent or otherwise, and any and all costs incurred in connection therewith, including without limitation all legal costs on a full indemnity basis, arising directly or indirectly from (1) any breach of this agreement by the Renter or any of its attendees; (2) the entrance on and occupation of any part of SPUC property or buildings by any of the Renter's attendees; (3) any damage to or loss of property of SPUC caused by any of the Renter's attendees; or (4) any damages to, or loss of property of, a third party caused by any of the Renter's attendees.

## **8 Term and Termination**

- a) The rental agreement commences on the date set forth on the Contract and continues until the end of the term specified on the Contract or June 30 following the commencement date. The terms of this agreement will be revisited annually.
- b) Either SPUC or the Renter may terminate the Contract with 3 weeks written notice by either party.
- c) SPUC may terminate the usage at any time on 14 days' notice in the event of non-payment of any monies as and when due to SPUC, or breach by the Renter of the terms of this or any other agreement with SPUC, unless payment is made, or the breach is rectified to the satisfaction of SPUC within the 14-day period. SPUC may terminate the contract at any time without notice on the grounds of failure to meet contractual obligations, specifically in the event of (1) a recurrence of non-payment of any monies when due to SPUC, or a breach of this or any other agreement for which a notice of default or termination has previously been given; (2) repetitive breaches of this or any other agreement even if not the same breach, or (3) if the Renter or any of its attendees engages in, permits, or acquiesces in illegal activities on SPUC property.
- d) Renter agrees to remove any of its goods and property from SPUC property on the expiry or termination of the usage term, and to restore any damages or alterations made by the Renter to the original state. SPUC may dispose of any of Renter's goods remaining on SPUC church property more than 10 days after expiry or termination of the Contract term.

## **9 General Terms**

- a) SPUC Representative" refers to any of the following:
  - The Church Office Administrator during business hours Monday to Friday 9am to 5 pm
  - Security personnel
  - Custodian

Trustee

- b) This is the entire agreement between the Renter and SPUC as to its subject matter and there are no collateral agreements and no terms, conditions, representations, or warranties except as herein contained in writing. The Contract may be altered or amended only in writing and signed by the SPUC Representative. These Standard Terms and Conditions may not be altered or amended unless the SPUC Representative is a signatory.
- c) The Renter will not exchange or give the use of the facility, for the date(s) on the Contract to any other person or group without written consent of SPUC.

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I have read and understood all terms and conditions outlined in the document "Rental Agreement Standard Terms and Conditions" and will comply with all requirements.

Name (printed): \_\_\_\_\_

Signature: \_\_\_\_\_ Date (D/M/YR): \_\_\_\_\_