

Rental Agreement for Facility Use – St. Michael & All Angels Church

For Office Use Only:

Total Expected Charges: _____

Booked On: _____ Booked By: _____

Event Deposit: ___\$_____ Received On: _____ By: _____

Damage Deposit: ___\$_____ Received On: _____ By: _____

Renter Information

Group/Individual Name: _____

Type of Event: _____

Contact Person: _____

Phone Number: _____ Email: _____

Mailing Address: _____

Date(s) Requested: _____ Time In: _____ (earliest 8am)

Number of Attendees: _____ Time Out: _____ (latest 11pm)

Rental Space:

Sanctuary	\$50/hr
Max. Capacity _100_ (seated)	\$300/day
Lady Chapel	\$40/hr
Max. Capacity _25_ (seated)	\$200/day
Children's Play Room	\$20/hr
Max. Capacity _12_	\$100/day
Parish Hall (does not include kitchen use)	\$40/hr
Max. Capacity _40_ (with rectangular tables)	\$250/day
Max. Capacity _60_ (town hall/forum with chairs, no tables)	\$40 flat rate for forums

Technical Equipment and Support

Sound System	(included)
(must also use an SMAA tech – includes speakers, microphone(s), setup)	
Sound Tech	\$20/hr
(required if SMAA sound equipment is rented)	
Organ	\$100/day
Piano	\$50/day

*Rates are estimates and may be revised at the discretion of St. Michael and All Angels at the time of booking or if any booking changes are requested by the renter. Set-up requests and requirements are taken into consideration when finalizing rental rates.

Rental charge may include an on duty staff member, on site 30 minutes prior to and up to 30 minutes following your event. Extra time will result in additional charges. On site support can be negotiated.

Damage Deposit of \$200-\$500 will be due upon booking. This is separate from the rental deposit and can be paid at the same time. Specific amount will be noted on the first page of your agreement at the time of booking.

Setup plans must be discussed with St. Michael and All Angels two (2) weeks prior to any event, and where setup is needed, detailed plans must be provided.

Kitchen Use for Event

Caterer (catering to be booked by renter)		n/a
Food service permit required for anything beyond a canteen		
Temporary Food Service Permit Received: _____		
Coffee Supplies Includes coffee, creamers, sugar, cups, spoons, napkins		\$2/person
Kitchen Use Kitchen space, 2 ovens, 2 stoves, microwave, sinks, dishwasher Must be informed of fridge needs prior to event. Approved on individual basis (does not include the use of dishes or other equipment)		\$500/day
*kitchen must be cleaned to standard or cleaning charges will apply		
Dishes	Full Place Setting	\$15/doz
Maximum 50 place settings	Dinner Plates	\$4/doz
Must be washed and put away by renter	Dessert Plates	\$4/doz
	Soup Bowls	\$4/doz
	Cup and Saucer	\$4/doz
	Glasses	\$4/doz
	Cutlery	\$2/doz
Use of pots, pans, serving dishes, etc. Must be washed and put away by renter		\$50/day
Linens – Table Cloths	8' Rectangle – blue	\$6/each
Cleaning Charges (this additional charge is added if kitchen is not cleaned to standard following the event)		\$15/hr

Kitchen Use without Hall Use

Casual Rates:	
2 hours	\$50
4 hours	\$75
8 hours	\$100
Monthly Rates:	
2 hours/day	\$100 / week
4 hours/day	\$150 / week
8 hours/day	\$250 / week

Notes: Monthly rates include promotion of your product via social media and online, if requested. If products are made in our kitchen for sale/distribution, proper health permits must be obtained by renter.

Other Information

Tables Qty Rectangle: _____
(Maximum 8 rectangular)

Chairs Qty: _____
(Maximum 70 chairs)

Set-up Date Date: _____

Is a separate date or time needed to be arranged for setup? Date/Time: _____

Deliveries

Please make arrangements to have anything delivered by contacting _____

Notes: What else do we need to know?

Renter will need to give a copy of liability insurance and include St. Michael and All Angels as an Insured (see #15 and #16 in **Terms and Conditions**).

*Prior approval, and separate permit(s), is required for events wanting to serve alcohol, hold raffles, etc.

Deposit and Payment

A non-refundable rental deposit of _\$_____ (or the total of your rental, whichever is less) is due at the time of booking and will be applied against the balance owing on your final invoice unless damage is incurred during the rental. Your rental booking is not confirmed until a deposit is received, the dates requested will be held for 10 days.

Full payment of the initial costs associated with this agreement are due one (1) week prior to the event.

A final invoice with any outstanding fees (kitchen, equipment rentals, damage) will be emailed to the contact person within one (1) week following the event. Outstanding payment is due within two (2) weeks of the invoice date.

Payment can be mailed or made in person by contacting the church at _____. We can accept cash or a registered cheque.

Terms and Conditions

1. St. Michael and All Angels reserves the right to cancel or reschedule any rental event in the case of a funeral booking.
2. St. Michael and All Angels events have priority over recurring rentals, and may result in single date cancellations.
3. The renter is responsible for prompt payment of all fees and invoices.
4. The renter must contact St. Michael and All Angels a minimum of one (1) week prior to the event in the case of a cancellation or all fees will be required in full. St. Michael and All Angels can, in its sole discretion, discontinue any rental agreement with one (1) weeks' notice.
5. The property is to be used only on the date(s) and time(s) specified in this agreement and only for the purpose specified.
6. Where the rental group includes minors, it is required that all minors are under the direct supervision and control of a competent, trustworthy adult.
7. All aisles, hallways, and exits must be kept clear and access shall not be impeded in any manner. No trash, debris or refuse shall be placed or left on the property.
8. Without written consent from St. Michael and All Angels, no apparatus shall be brought onto the property.
9. Equipment other than what has been listed in this rental agreement cannot be used without prior approval.
10. Smoking is strictly prohibited on the property at all times.
11. The use of candles or any other unprotected light source requires prior approval.
12. The application of powder, wax or any other preparation to the parish hall floors is prohibited.
13. Only appropriate, indoor, non-marking footwear must be worn in the parish hall. Outdoor shoes are not to be used. When entering the Property, wet or muddy footwear must be left in the designated area near the front entrance.
14. Rental Agreements are not transferable.
15. During the term of the Rental Agreement, the Renter shall obtain, maintain and keep in full force and effect, at its sole cost and expense,
 - a. A general liability insurance policy in respect to the use of the Property named in the Rental Agreement with minimum limits of \$2,000,000 inclusive, per occurrence, for bodily injury, death and damage to including loss of use thereof. General Liability Insurance shall include insurance coverage for the following:
 - i. Premises and operation;
 - ii. Products and completed operations;
 - iii. Blanket contractual liability;
 - iv. Cross liability;
 - v. Non-owned Automobile liability;
 - vi. Broad form damage;
 - b. St. Michael and All Angels as an additional named insured;
 - c. Insurance coverage to be effective immediately upon the Renter commencing its rental of the Property until such time as the facility is surrendered to St. Michael and All Angels.
16. The Renter shall supply to St. Michael and All Angels, upon request, a Certificate of Insurance for the required policies of insurance, and all renewals thereof. All policies shall contain an undertaking by the insurers to notify St. Michael and All Angels and its mortgages in writing not less than thirty (30) days prior to any material change, cancellation, or termination thereof.
17. The Renter shall not store or bring onto the Property any articles of an inflammable or dangerous nature, nor shall it do or permit to be done upon the property by reason whereof the present or any future policy of insurance against fire or other casualty may be rendered void or voidable or by which the rate of premium thereon may be increased, without the consent of St. Michael and All Angels.
18. The Renter shall use reasonable care in the use of the Property and in performance of its obligations set forth in this Rental Agreement to ensure that no person is injured, nothing is damaged or lost, and no rights are infringed. St. Michael and All Angels, its employees, officers, directors, agents and its successors and assigns, shall not be liable for any claims, damages, costs, liability, debts, demands, damage to property, or injury or death, including any claims brought by the Renter or by third parties in relation thereto, belonging to, or cause to or by, the Renter, or any other

third parties whatsoever, whatever they may be, which have arisen, or may have arisen, either directly or indirectly, from the use of the Property by the Renter or in any way arising out of this Rental Agreement.

19. The Renter shall fully indemnify and save harmless St. Michael and All Angels, employees, officers, directors, agents, and its successors and assigns, from and against any and all losses or damage and all fines, suits, claims, costs, liabilities, debts, demands, actions and causes of actions of any kind and nature, damage to property or injury or death, including claims brought by third parties, to which St. Michael and All Angels shall or may become liable or which St. Michael and All Angels shall or may suffer, be put to or incur, by reason of any breach, violation, performance or non-performance by the Renter of any covenant, term or provision of this Rental Agreement, by reason of any wrongful act, neglect or default on the part of the Renter or any of its employees, servants, agents, invitees and visitors or from the use by the Renter of the Property.
20. In no event will St. Michael and All Angels, or any of its authorized representatives, officers, directors, affiliates, employees, agents, successors or assigns, be liable to the Renter or to any third party for, any special, indirect, compensatory, consequential, incidental, punitive or exemplary damages, or damages for loss of business, loss of profits, or business interruption, or for any loss or damage or injury to any belonging to the Renter, or its employees, servants, agents, or invitees or to any other person while the Renter is on the Property, arising out of the use of the Property or in any way arising from this Rental Agreement, even if St. Michael and All Angels or any of its authorized representatives have been advised of the possibility of them.
21. The Renter shall be responsible for any loss or damage to the Property or equipment resulting from use by it, its employees, agents, visitors, invitees or any other persons whomsoever associated with the Renter or attending the facility in order to view or participate in the activities for the purpose. A written description by St. Michael and All Angels' Property Manager shall be evidence of such loss or damage and the Renter shall pay the amount of such loss or damage upon demand being made on him/her by the Property Manager.
22. St. Michael and All Angels shall have the right at any time to eject from the facility or refuse admittance to any person who, in the sole opinion of the Property Manager, is creating a disturbance or behaving in an objectionable or unacceptable manner.
23. Improper use of the Property or use that has not be specifically set forth or identified in the Rental Agreement, as determined in the sole discretion of St. Michael and All Angels, may result in immediate termination of the Rental Agreement.
24. Permission to use St. Michael and All Angels' Property does not carry with it the right to use any movable apparatus other than the equipment listed in the Rental Agreement. Special application must be made for such use, and such use shall be provided to the Renter in writing and shall form part of the Rental Agreement.
25. Except as provided expressly herein, no waiver of any provision of this Agreement shall be valid unless it is in writing and signed by the party sought to be bound thereby.
26. Any condoning or overlooking of St. Michael and All Angels' of any default, breach or non-observance of the Renter at any time or times in respect of any covenants, provisions or conditions herein contained shall not operate as a waiver of St. Michael and All Angels' rights hereunder in respect of any subsequent default, breach or non-observance not so as to defeat or affect in any subsequent default, breach or non-observance.
27. The Renter specifically consents herewith to the assignment of this Rental Agreement at any time by St. Michael and All Angels and the Renter covenants that it will do such things and execute such documents as St. Michael and All Angels or its mortgagee may require for the purpose of mortgaging, assigning or otherwise dealing with its interest in the Land or in this Rental Agreement. The Renter shall not assign this Rental Agreement to any third party without the prior written consent of St. Michael and All Angels.
28. The invalidity or unenforceability of any provision or part of this Rental Agreement shall not affect the validity or enforceability of any other provision and any remaining part of this Rental Agreement shall continue in full force and effect if any invalid or unenforceable provision is severed. No failure or delay by St. Michael and All Angels in exercising any right, power or privilege hereunder shall operate or be construed as a waiver thereof.
29. All of the covenants and agreements in this Rental Agreement shall be binding upon the parties hereto and their respective successors and permitted assigns and shall enure to the benefit of and be enforceable by the parties and their respective successors and permitted assigns.
30. This Rental Agreement shall be governed and construed in accordance with the laws of the Province of Manitoba and the laws of Canada applicable therein. Each party agrees to submit to the jurisdiction of the courts of Manitoba.

31. Any notice or other communication between the parties related to this Rental Agreement shall be in writing and shall be given in any of the following ways:

- a. Delivered personally to the individual noted below for each of the parties;
- b. Delivered electronically via the email address provided;
- c. Delivered by registered mail during periods of regular mail service, postage prepaid, in which case the notice or communication shall be deemed to have been received on the fifth day following the date of mailing.

Either party may provide notice to the other party of a change in address for the purposes of this Section pursuant to the provisions of this Section and upon receipt by the other party, any notice or communication shall be sent to the new address.

Renter

St.Michael and All Angels

Print Name

Print Name

Authorized Signing Authority

Authorized Signing Authority

Date: _____

Date: _____