



*Our Mission Statement*  
**CONNECT - ENGAGE - TRANSFORM**



*Our Affirming Vision*

We are seeking to be a safe and inclusive faith community for people of all gender identities, sexual orientations, marital status, family configuration, abilities, ages, races, ethnicities, faiths, and socio-economic circumstances, who will be encouraged to participate fully in all aspects of the life and work of our ministry, thereby enriching us all.

**ST. PAUL'S UNITED CHURCH**  
454 Rebecca, Oakville, ON L6K 1K7

**RENTAL TERMS AND CONDITIONS**

The following terms and conditions of use are those agreed to when a rental agreement is signed. Please read then fully.

**Premises:** The User Group shall have the right to use the area(s) of the Church specifically listed in the booking plus the right to use the **Church washrooms** and **hallways** as are reasonably necessary in connection therewith (collectively, the "Premises").

**Permitted use of Premises:**

The User Group's rights are personal to the User Group and may not be assigned to any other party. The User Group may not share possession of the Church Premises with any other group or party. The User Group undertakes to comply with any reasonable directions governing its activities at such Premises as may from time to time be provided by an authorized representative of the Church.

**Termination of Agreement:**

Either party may terminate the agreement with sixty (60) days written notice. Reasonable advance notice (MINIMUM ONE WEEK) will be given to the church for those days not being rented, to avoid due rental charges. **Funerals** will be held in other parts of the church unless extenuating circumstances require use of the gymnasium. **In such case it may be necessary to re-locate the event to alternate adequate space in the church (i.e. Rooms 8, 9 and 10).** This Agreement may be immediately terminated by the Church at any time for any reason in the Church's sole discretion, upon written notice to the User Group. Any such termination by the Church shall be without any liability to the User Group.

**Fee:**

The fee for rentals is per the Standard Rental Fee Schedule on St. Paul's Oakville website, unless there is special fee agreement in place.



If the User Group fails to pay any amount when due the Church may immediately terminate this Agreement.

***Your Responsibilities re: Church Property:*** The User Group shall leave the Church in the same condition and repair as the User group finds it, subject to reasonable wear and tear. The User Group shall not remove any property from the Church without the Church's prior consent.

***"As is" Condition:*** The User Group shall have use of the Church and its facilities in their "as is" condition. The Church makes no representation or warranty as to the suitability of the Church for the User Group's needs or the safety of the Premises. The User Group has inspected the Premises and shall be responsible for re-inspecting the Premises prior to each use.

***Garbage/Recycles Removal:*** The User Group shall remove from the property all garbage and recycle materials generated from the event or rental unless otherwise agreed to by the Church representative. An adequate supply of garbage bags will be provided. If using a kitchen, all leftover food etc. must be removed from the refrigerators and all equipment cleaned.

***Deposit Refunds:*** Will be held until the key is returned to ensure that the property has been left in satisfactory condition.

#### **ASSUMPTION OF RISK AND LIMITATION OF LIABILITY**

Except to the extent solely and directly caused by the Church's gross negligence or wilful misconduct, the User Group:

- assumes full responsibility for any property loss, property damage, personal injury or death arising out of or relating to the User Group's activities or its use of the Premises.
- acknowledges and agrees that the User Group shall be solely responsible for any claims, lawsuits or damages arising out of or relating to the User Group's activities or its use of the Premises; and
- acknowledges and agrees that the Church shall have no responsibility whatsoever for any property loss, property damage, personal injury or death arising out of or relating to the User Group's activities or the User Group's use of the Premises, no matter what the cause (even if due to the Church's negligence or the negligence of its trustees, directors, officers, personnel, agents, members and volunteers).

***Indemnity:*** The User Group shall indemnify and hold harmless the Church, the United Church of Canada and their respective trustees, directors, officers, personnel, agents, members and volunteers from and against any and all claims, damages, liabilities, costs and expenses of any kind (including legal fees and expenses) arising out of or resulting from the Church permitting the User Group to use the Premises, except to the extent solely and directly caused by the Church's gross negligence or wilful misconduct. This indemnity shall survive the termination or expiration of this Agreement and shall be in addition to any other rights and remedies to which Church may be entitled at law or at equity.

***Insurance:*** The User Group shall carry comprehensive general liability insurance at its own expense during the term of this Agreement, in an amount of not less than \$2,000,000 per claim and in the aggregate, insuring against bodily injury, death and property damage. Such insurance



shall be primary as it relates to the User Group's activities at the Premises. The User Group shall provide the Church with a certificate of insurance confirming such insurance and **naming St. Paul's United Church as an additional insured**. The name on the Certificate of insurance and the Rental agreement must be identical. If you require insurance for a single event, you may wish to use the following link which will take you to a United Church insurance website.  
<https://www.hubinternational.com/en-CA/programs-associations/united-church-of-canada-event-insurance/>

**Miscellaneous:** Nothing herein shall be deemed to create a partnership, joint venture or other relationship between the parties. Neither party is authorized to act for or on behalf of the other party. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the courts of such Province shall have exclusive jurisdiction to entertain any dispute, claim or other matter arising out of or in connection with this Agreement or the User Group's use of the Premises. No failure or delay by a party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof. No waiver shall be effective unless in writing. This Agreement constitutes the entire agreement between the parties relating to its subject matter and supersedes all prior representations, negotiations and understandings. No modification of this Agreement shall be valid unless in writing and signed by both parties. This Agreement shall endure to the benefit of and be binding upon the parties hereto and their respective successors, permitted assigns, heirs, executors and administrators.

**Independent Legal Advice:** The User Group confirms that (i) it has had sufficient time to review and consider this Agreement; (ii) it has sought and obtained, or had the opportunity to seek and obtain, independent legal advice; (iii) it has read and understands the terms of this Agreement; and (iv) it has entered into this Agreement voluntarily and without pressure.

**This agreement will cover all rentals going forward by this group unless a new agreement is requested by either party.**

**PLEASE ALSO NOTE:**

- AN ADDITIONAL **\$100.00** WILL BE TAKEN OUT OF ANY DEPOSIT IF THE FACILITY IS NOT CLEANED.
- ALL **GARBAGE AND RECYCLE MATERIALS** MUST BE TAKEN OUT UNLESS AGREED TO IN WRITING BY ST. PAUL'S.
- **NO SMOKING ANYWHERE INSIDE THE BUILDING AND ONLY IN DESIGNATED AREAS OUTSIDE.**
- **NO CONSUMPTION OF ALCOHOL IS ALLOWED ON OUR PREMISES.**
- **ALL DOORS MUST BE SECURELY CLOSED BEFORE YOU VACATED THE BUILDING – THIS IS YOUR RESPONSIBILITY.**
- PLEASE RESPECT OUR PROPERTY AND THE BELONGING OF OTHERS.
- **YOUR ROOM BOOKING WILL NOT BE CONFIRMED UNTIL A RENTAL AGREEMENT IS SIGNED BY THE USER GROUP, A VALID COPY OF THE INSURANCE CERTIFICATE AND ANY KEY AND RENT DEPOSIT ARE RECEIVED.**

