

**ST ANDREW’S HERITAGE CHURCH**

**RENTAL AGREEMENT**

**Please note:** the sale or consumption of alcohol at an event greatly increases the licensing and insurance costs. You will need a liquor license and Special Event Insurance which is available from any insurance agency. These are in addition to your rental agreement and damage deposit with us. Please also see under “Termination” that breach of your agreement could result in your event being shut down and everyone sent home. That is, if you tell us you are not serving alcohol and then you go ahead and serve alcohol, you risk having your event shut down. The Maple Ridge Historical Society cannot take responsibility for the added liability of alcohol.

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**The Maple Ridge Historical Society (“the Society”) hereby agrees to rent St. Andrew’s Heritage Church (“the Facility”) on the dates and times set out herein subject to the terms and conditions of this agreement.**

**It is expressly understood by the Renter that the rights granted herein are personal in nature, and may not be transferred, delegated or sublet in any way whatsoever.**

**The Licensee agrees to the following terms and conditions:**

- To pay to the Maple Ridge Historical Society all monies due and owing under this contact;
- To indemnify the Society for all and any loss or damage to the Facility or any part thereof caused to the Facility during the rental period;
- To pay to the Society all expenses and costs incurred by the Facility for any structural alteration or procurement or provision of any equipment, materials or fixtures requested by the Renter for the Facility during the rental period, which the Society does not otherwise own, and to abstain from constructing, erecting or attaching, or allowing to be constructed, erected or attached, any device or fixture to the Facility without prior written consent from the Society;

*Indemnity and Insurance*

- to abide by the decision of the Society with regard to general liability insurance, which will normally consist of a Policy of Insurance for comprehensive general liability insurance on terms satisfactory to the Society, including,
  - i) inclusive limits of Two Million Dollars (\$2,000,000) per occurrence;
  - ii) a cross liability clause;
  - iii) the Maple Ridge Historical Society and the District of Maple Ridge as additional named insureds;

- iv) a clause providing that the insurer will give the Society thirty (30) days prior written notice in the event of cancellation or material change of the policy;
- to indemnify and save harmless the Society, its officers, employees, servants, agents, successors, and assigns from and against any and all claims whatsoever including all damages, liabilities, expenses, and costs including legal or other fees incurred in respect of any such claim, or any cause or proceedings brought thereon arising directly or indirectly from or in connection with this rental agreement and the use and occupation of the facility;
- to determine whether or not higher limits are necessary for general liability insurance or any other insurance the licensee may require, for example Property Insurance, Worksafe BC, etc.

#### *Payment*

- to pay the Compliance Deposit at the time of booking;
- to pay the balance of all rental fees, plus GST, no later than 30 days prior to the Rental Date;
- to make all payments by certified cheque payable to the Maple Ridge Historical Society;

#### *Use of Facility*

- to inspect the premises and equipment of the Facility before use and, should anything appear unsafe for its intended use, ensure that the premises and equipment are not used and an employee or agent of the Society is immediately notified;
- to keep and maintain the Facility in a clean and sanitary condition at all times;
- to use the Facility only for the purpose set out in this contract;
- to allow the agents and employees of the Society to enter the Facility, inspect it and make such alterations, repairs or additions that may be necessary, in the opinion of the Society, for the safety or preservation of the Facility;
- to abide by all applicable by-laws and statutes including but not limited to noise by-laws, indoor smoking by-laws, fire safety regulations, food service (Food Safe Certificate), liquor service and liquor consumption requirements;
- to abide by the following restrictions on hours of activity: serving of alcohol to conclude no later than 11:00 pm; all functions to be concluded by 12:00 pm; hall to be tidied and vacated by 1:00 a.m.;
- to obtain the prior written approval of the Licensor before constructing, erecting or attaching or causing or permitting to be constructed, erected or attached any device, fixture of other thing or whatsoever nature to any part of the said Facility;
- to agree that all agents, servants, employees and invitees of the Renter are and will not be deemed to be agents or employees of the Licensor;
- to agree that the Facility remains at all times during the term of this contract under the supervision and control of the Society, and that such supervision and control may be exercised through the servants or agents of the Society, including the power to eject or refuse admittance to the Facility any person or persons who, in the opinion of the Licensor's employees or agents, is creating a disturbance or behaving in an objectionable or improper manner, or has been suspended or barred from the Facility by prior directive of the Licensor;

- to agree that in the event that the Facility suffers any damage – whether through accident, negligence, or malice – the Renter will be held financially responsible for repairs to or replacement of damaged property. and
- to agree that that the Licensor is not responsible for any equipment, displays and other goods and chattels of the Licensee which are brought into the Facility during the term of this contract, including loss, damage or theft thereof.

### *Termination*

- The Society reserves the right to cancel this Rental Agreement without notice if the Renter or Renter's invitees breach any of the terms of this Agreement, or if the Society is forced to close the Facility due to circumstances beyond its control.
- In the event that the Renter or any of the Renter's invitees breach this Agreement, including, without limitation, the failure to conclude the Renter's function at the designated time, the Compliance Deposit may be forfeited. Further, forfeiture of the Deposit shall not restrict the Society in pursuing any other remedy or legal actions against the Renter.
- Any termination of this contract must be in writing and delivered to the Maple Ridge Museum, 225201 16<sup>th</sup> Avenue, Maple Ridge no less than 30 days prior to the day on which the facility becomes subject to this contract.
- Unless such notice is given within such period, no refund of any sum paid pursuant to this contract will be repaid.
- Upon termination of this contract, the Renter agrees to remove all equipment, displays and other goods and chattels of the Renter from the Facility, and failing this, the equipment, displays and other goods and chattels will be removed and stored for 30 days by the Society, and then sold or otherwise disposed of; the Society will not be liable for any damage or loss of the said equipment, displays, goods or chattels during such removal or storage or both.
- Costs related to any damage or abnormal janitorial or maintenance requirement will be deducted from the Compliance Deposit, plus an administrative fee. The value of any committed bookings that are cancelled due to damage or abnormal janitorial or maintenance requirements will be deducted from the Compliance Deposit.