

Anglican Church of Canada

Diocese of Fredericton

Regulation 4-4: Diocesan Safe Church

Schedule N – Agreement to Use a Diocesan Facility

1 Name of the Group: _____
(Print, “The Tenant”)

2 Name of the Diocesan/Cathedral/Parish Facility Owner:

(Print, “The Facility Owner”)

3 Name and full Civic Address of the Facility: _____

4 Basic Description of the Facility: _____

The following terms and conditions are agreed upon by the Tenant and the Facility Owner:

Agreement Period

5 It is agreed that the Facility may be made available and used by the Tenant as specified by the following conditions of meeting time(s), meeting day(s), the Start Date and End Date:

5(1) TIME: From: _____ a.m. / p.m. To: _____ a.m. / p.m. (Typical)

5(2) Meeting Day(s) of the Week the facility will be used (specify each day):

5(3) START DATE: From: _____, 20__

END DATE: To: _____, 20__

Not to exceed 24 months in duration; May be renewed upon mutual agreement by both parties.

5(4) The Tenant shall request in advance to use the church facility on a different meeting time and/or meeting day of the week.

Cost to Use Facility

6(1) Type of User:

Internal Church Group

Diocesan Group or Group from another Parish Church

Non-Church Group, Charity

Non-Church Group, Non-charity

6(2) Tenant's Cost to Use of Facility is set at \$ _____ plus applicable taxes, to be paid in full not later than _____ weeks before the start date specified in s. 5(3).

6(3) If applicable a down-payment of \$ _____ will be required to secure the booking and is due upon acceptance of the terms of the agreement.

Damage Deposit:

7 The Tenant agrees to pay the Facility Owner prior to the Start Date [s. 5(3)] a damage/security deposit of \$ _____ (mandatory minimum of \$25.00); this amount will be returned to the Tenant following the End Date [s. 5(3)] of the agreement provided that:

- a) The Facility has been vacated on or before the End Date, and the Facility is clean to the Facility Owner's satisfaction (the Facility Owner shall act reasonably in this regard);
- b) No damage has been done to the Facility or to Owner owned equipment and materials (e.g. kitchen facilities and equipment, audio-visual equipment; library materials), and;
- c) No money remains due to the Facility Owner at this time.

Facility Keys

8 The Facility Owner shall provide the Tenant with access to the facility, including a key or set of keys, if and as required; any issued key(s) shall be returned immediately upon completion of the activity or program, or on the End Date [s. 5(3)]; No key shall be copied.

8(1) Description of Key(s) Issued to the Tenant (Specify the doors): _____

8(2) Key(s) issued on: _____ Number of keys issued: _____
(yyyy/mm/dd)

Keys issued to: _____
Print the Name of the person receiving the key(s)

Kitchen Facilities

9 Use of Kitchen Facilities by the Tenant (Choose one option only):

- 1. Unrestricted use of all equipment, materials and supplies in the kitchen.
- 2. Kitchen facilities are neither available nor accessible to the Tenant.
- 3. Restricted use of kitchen facilities, as follows:

Audio-Visual Equipment

10 Use of Audio-visual (A/V) Equipment by the Tenant (Choose one option only):

- 1. Unrestricted use of all A/V equipment.

2. A/V Equipment are neither available nor accessible to the Tenant.

3. Restricted use of A/V Equipment, as follows:

Clean-up of Facility

11(1) The Facility Owner agrees that the Facility shall be clean on the Start Date [s. 5(3)] of this Agreement.

11(2) The Tenant agrees that the Facility shall be clean to the satisfaction of the Facility Owner on the End Date [s. 5(3)] of this Agreement.

Respectful Use of Facility

12 The Tenant shall not use or permit to be used any part of the Facility for any dangerous, noxious or offensive trade or business and not to cause or maintain any nuisance in, at or on the Facility.

Rules and Regulations

13(1) The Tenant agrees to comply with all rules, regulations and/or Facility Owner standards with respect to the use, care and security of the Facility of which the Facility Owner makes the Tenant aware either before or during the Agreement Period (s. 5).

13(2) The Facility Owner shall provide and attach a paper copy of the current Diocesan Safe Church Regulation, as Appendix 1 to this Agreement.

13(3) The Tenant agrees it shall ensure all of its Leaders, staff (paid and unpaid), and other volunteers read the Diocesan Safe Church Regulation provided under s 13(2) before the Start Date of the Agreement [s. 5(3)].

13(4) The failure of the Tenant to comply with standards and requirements specified in the Diocesan Safe Church Regulation, at the sole discretion of the Facility Owner, may result in an immediate cancellation of this Agreement with no reimbursement of rent and/or no other remedy available to the Tenant.

- 13(5) It is also agreed that failure of a leader, a staff (paid and unpaid) person, a volunteer, a person registered in the Tenant's program, or a person who is under the Tenant's charge or responsibility, to comply with standards and requirements specified in the Diocesan Safe Church Regulation, at the sole discretion of the Facility Owner, may result in an immediate cancellation of this Agreement with no reimbursement of rent and/or no other remedy available to the Tenant.

Indemnification

- 14(1) The Tenant agrees to indemnify and save harmless the Facility Owner and the Diocese from any and all liabilities, fines, suits, claims, demands, costs and actions of any kind or nature whatsoever for which the Facility Owner shall or may become liable, or suffer by reason of any breach, violation or non-performance of the Tenant's obligations hereunder or any loss, damage, or death resulting from, occasioned to or suffered by any person or persons, or any property, by reason of any neglect or default on the part of the Tenant, or any of its agents, customers, employees, staff, servants, contractors, licensees or invitees; such indemnification in respect to any such breach, violation, non-performance, damage to property, loss, injury or death occurring during the term of this Agreement shall survive any termination of this Agreement, anything in this Agreement to the contrary notwithstanding.
- 14(2) The obligations of the Tenant hereunder to indemnify and save harmless the Facility Owner as per s. 14(1) shall not apply when the matters giving rise to such obligation(s) have been caused by:
- a) Negligence solely on the part of the Facility Owner;
 - b) A breach solely by the Facility Owner of a material covenant of the Facility Owner under this Agreement.

Damage to or Loss of Facility Owner Property

- 15(1) The Tenant agrees to be liable for any and all damage to, or loss of the Facility or other property of the Facility Owner while the Tenant uses the Facility, unless the damage or loss is caused by the Facility or its Owners.
- 15(2) The Tenant agrees to perform an inspection of the Facility (s. 2- 4) within seven (7) days after the Start Date of this Agreement [s. 5(3)].
- 15(3) The Tenant agrees to report immediately to the Facility Owner, upon the discovery caused by the inspection referred to in s. 15(2), of any existing and visible damage or loss associated with or to the Facility.

Insurance

- 16(1) The Tenant agrees to provide the Facility Owner with a Certificate of Liability Insurance covering the Tenant in respect of the Facility and its operations therein, shall not be less than that set out in [Diocesan Minimum Insurance Standards](#).
- 16(2) The insurance liability limit(s) specified in the certificate referred to in s. 16(1) shall be for each single event causing injury, death or damage to a person, persons or property.
- 16(3) Such liability insurance shall be written with the Facility Owner as an additional insured and the Tenant as the named insured as their respective interests may appear.
- 16(4) Each insurance policy obtained by the Tenant, so as to fulfill the requirements stated in s. 16(1), shall contain waivers of subrogation.

Cancellation of Agreement

- 17(1) Either Party may cancel this Agreement with a minimum of thirty (30) days prior written notice.

Cancellation Date of the Agreement: _____
(yyyy/mm/dd)

Who initiated the Cancellation? _____
Specify One: "Facility Owner", "Tenant", "Both Parties"

- 17(2) For the purpose of this Agreement, the Cancellation Date of the Agreement shall replace and supersede the End Date of the Agreement as specified in s. 5(3).

Emergency Contact Information

- 18(1) ***The Facility Owner's Primary Emergency Contact Person:***

Name: _____
Print full name

Phone Number: _____
(Area Code) seven digit number

Cell Phone: _____
(Area Code) seven digit number

Email Address: _____

The Facility Owner's Back-up Emergency Contact Person:

Name: _____
Print full name

Phone Number: _____
(Area Code) seven digit number

Cell Phone: _____
(Area Code) seven digit number

Email Address: _____

18(2) The Tenant's Emergency Contact Person will be (a minimum of one person):

The Tenant's Primary Emergency Contact Person:

Name: _____
Print full name

Phone Number: _____
(Area Code), seven digit number

Cell Phone: _____
(Area Code), seven digit number

Email Address: _____

The Tenant's Back-up Emergency Contact Person:

Name: _____
Print full name

Phone Number: _____
(Area Code) seven digit number

Cell Phone: _____
(Area Code) seven digit number

Email Address: _____

Approval of Agreement

- 19(1) In accordance with Diocesan Canon Six, section 10, two signatures from authorized persons from each Party shall sign and approve this agreement;
- 19(2) By signing this agreement, we agree to comply to the terms and conditions aforementioned above, and to immediately report any deviation to or violation of the terms and conditions aforementioned to the other party:

The Facility Owner:

_____	_____
Name (print)	Name (print)
_____	_____
Title	Title
_____	_____
Date (yyyy/mm/dd)	Date (yyyy/mm/dd)

The Tenant:

_____	_____
Name (print)	Name (print)
_____	_____
Title	Title
_____	_____
Date (yyyy/mm/dd)	Date (yyyy/mm/dd)

END OF THE AGREEMENT