

Facility Usage Agreement (Template) - Non-Parish or Private Group - Appendix 233C

(Examples: Local community groups, public schools, outreach ministries, other faith denominations, private receptions including weddings, anniversaries, birthday parties, etc.)

Date of Agreement: _____ Between
 Parish: _____ (the "Parish") of The Catholic Archdiocese of Edmonton
 And: _____ (the "Applicant")
 For the Purpose of: _____ (type of event)

- On acceptance of this Agreement by the Pastor, the Parish grants to the Applicant, and the Applicant accepts, a license to use and occupy the Designated Areas of the Parish facility during the time set out in clause 2 below, and on the terms and conditions of this Agreement. The Schedule "A" License Conditions and Schedule "B" Facility Usage Terms and Conditions attached are part of this Agreement and any reference to the Agreement include the Schedules.

Building Name: _____ (the "Premises")
Address: _____

- The Applicant may use and occupy the Premises at the following time(s):

Single Event

Single Event Date: _____ Time In: _____ Time Out: _____
 Preparation Date: _____ Time In: _____ Time Out: _____
 Estimated numbers: _____
 The Applicant agrees that all people shall vacate the building
 by _____ a.m. p.m.

Reoccurring Events

Please list dates for reoccurring events.

Monthly: Weekly: Starting Date: _____ End Date: _____
 Time In: _____ Time Out: _____ Estimated Numbers: _____
 The Applicant agrees that all people shall vacate the building
 by _____ a.m. p.m.

- Designated Area(s) to be used: (other than public washrooms and entrance ways)

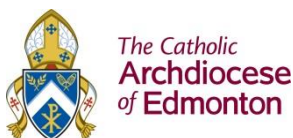
Meeting Room 1: Meeting Room 2: Meeting Room 3: Meeting Room 4: Parish Hall:
 Church Library: Church: Chapel: Grounds: Parking Lot:
 Other: _____

NOTE: No one may enter areas or rooms that are not designated. Permission from the parish is required to enter other areas.

- The Applicant will pay \$ _____ as a usage fee. The usage fee will be paid in full upon execution of this Agreement by both parties.
- The Applicant will pay a holding/damage deposit of \$ _____ at the time of booking. This deposit will be forfeited in whole if cancellation is made within _____ days of the event. This deposit is refundable and will be returned _____ days after the date of the event, less any damage/cleaning costs incurred by the Parish.
- Additional fees payable to the Parish are as follows: _____ for _____
 _____ for _____
 _____ for _____
- The Pastor must approve the use of alcohol. All liquor consumption shall be concluded by 1:00 am. A valid liquor license from the Alberta Gaming and Liquor Control Board is required and must be posted. An Alcohol Liability Insurance Policy (PAL) purchased by the Applicant through The Catholic Archdiocese of Edmonton is required. The cost of this policy (subject to change by insurers) is as follows:

Maximum of \$1,000,000 liability:	1 – 100 guests	\$96.00
	101 – 400 guests	\$125.00
Maximum of \$2,000,000 liability:	1 – 100 guests	\$135.00
	101 – 400 guests	\$165.00

- The Applicant must provide proof of Third Party Liability Insurance coverage and such other insurance covering such risks, and in such amounts as the Parish requires, prior to the start of the event period. The Parish and The Catholic Archdiocese of Edmonton must be named as additional insureds on the Applicant's insurance policy.



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9. The Applicant shall indemnify the Parish and The Catholic Archdiocese of Edmonton in respect of losses and damages as provided in the Schedules.
10. The Pastor has the right to revoke this Agreement at will for any reason, whether for default by the Applicant or otherwise, upon written notice to the Applicant. The Pastor may arbitrarily withhold consent in respect of any issue requiring his consent.
11. The Applicant shall not act for any undisclosed principal. The Applicant shall not assign this Agreement to any other person. Any assignment made by the Applicant shall be void and shall be a default under this Agreement.

The Applicant accepts the terms and conditions of this Agreement (including the Schedules) upon signing below:

Applicant Name: _____
(Please Print)

Applicant's Email address: _____ Cell: _____
 Contact person during the event: _____ Cell: _____
 Alternate contact person: _____ Cell: _____

 Applicant (Signature) Date

This Agreement is binding upon and accepted by the Parish only upon being signed by the Pastor below:

 Pastor (Please Print) Date

 Pastor Signature

Parish Contact during the event: _____ Cell: _____

OFFICE USE ONLY

1. Application received by: _____ Date: _____
(Name)

2. Application approved: _____ Date: _____
(Pastor)

3. Applicant Type: Parishioners Parish Ministry External Group
 Contact Person: _____ Phone: _____

4. Keys Provided: Yes No Date: _____
 Keys Returned: Yes No Date: _____

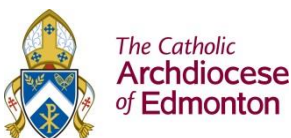
5. Third Party Liability Coverage (if required):
 (Ensure the Parish and The Catholic Archdiocese of Edmonton are listed as additionally insured)
 Insurance Company: _____ Policy #: _____

6. Alcohol Usage Approved: Yes No
 Party Alcohol Liability Insurance Policy: Yes No Amount: _____

7. Basic Usage Fee: \$ _____ Date Received: _____
 Additional Charges: \$ _____
 Other Charges (Total): \$ _____
Total: \$ _____

8. Damage/Holding Deposit: \$ _____
 Less Costs: \$ _____
Balance: \$ _____ Owing To Return

9. Notes: _____



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Schedule A License Conditions

PART 1 – USE AND OCCUPATION

- 1.01 The Applicant covenants and agrees:
- (a) To use the Premises during the time stipulated in the Agreement only for the purpose stipulated in the Agreement and not to use or permit the Premises to be used for any other purpose.
 - (b) To deliver up the Premises at the conclusion of the Applicant's use in the same condition and state of repair received by it excepting only reasonable wear and tear.
 - (c) That it will comply with all laws of the Government of Canada and the Province of Alberta, all bylaws of the local municipality, and all rules and requirements of the police and fire department or other local municipal authorities, and will not do nor suffer to be done to anything on the Premises during the time of the Agreement in violation of such laws, bylaws, rules and requirements, and if the attention of the Applicant is called to any such violation on part of the Applicant or any person employed by or admitted to the Premises by the Applicant, the Applicant will immediately cease or remedy such violation.
 - (d) To abide by and conform to all rules and regulations from time to time adopted or prescribed by the Parish, for the government and management of the Premises.
 - (e) That the Applicant shall not admit to the Premises a large number of persons than the capacity thereof will accommodate, or can safely and freely move about in the Premises, and the decision of the Parish in this respect shall be final.
 - (f) That no portion of the sidewalks, entries, passages, vestibules, lobbies, halls, elevators or stairways of the Premises, or of the building or buildings of which the Premises form a part, shall be obstructed by the Applicant or used for any purpose other than for entry to and exit from the Premises. The doors, windows, radiators and lighting attachments shall not be covered or obstructed by the Applicant.
 - (g) That the Applicant is an independent contractor and shall not represent itself as an agent of the Parish or The Catholic Archdiocese of Edmonton.
- 1.02 Acceptance of Premises
- (a) The Applicant expressly acknowledges that it has inspected the Premises and accepts the same in their existing condition and state of repair, and expressly acknowledges that it has entered into the Agreement, without any representation or warranty by the Parish, that the Premises are suitable for the purposes of the Applicant, and the Parish makes no warranties or representations as to the state of repair or condition of the Premises or fitness thereof for the purpose of the Premises.
- 1.03 Damage
- (a) The Applicant hereby assumes full responsibility for the character, acts and conduct of all persons admitted to the Premises or to any portion of the Premises by the consent of the Applicant or of any person acting for or on behalf of the Applicant.
 - (b) The Parish reserves the right to eject from the Premises any person or persons who, in the opinion of the Applicant, are conducting themselves in an objectionable manner, and the Applicant hereby waives all claim for damages arising from the exercise of such right.
 - (c) The Applicant understand and agrees that the Parish is not responsible for loss of or damage or personal property brought upon its premises by the Applicant, however caused.
 - (d) The Applicant understands and agrees that all property and the property of others brought or permitted by it onto the premises shall be at the sole risk of the Applicant, and that the Parish shall not be liable for any loss or damage however caused thereto. The Applicant shall cause to be carried such insurance on such property as the Applicant elects, and the Applicant shall look only to such insurance in the event of any loss or damage.
- 1.04 Liability and Insurance
- (a) The Applicant indemnifies and saves harmless each of the Parish and The Catholic Archdiocese of Edmonton and their respective directors, officers, employees, agents, volunteers and any other person for whom the Parish or The Catholic Archdiocese of Edmonton is legally responsible, and each of them, against any and all claims, actions, damages, losses, liabilities, expenses and costs (including legal costs and expenses on a solicitor and own client basis) in connection with loss of life, bodily injury, personal injury, and damage to property arising directly or indirectly from or out of the occupancy or use by the Applicant of the Premises (or any areas, sidewalks or common facilities adjacent thereto) or occasioned wholly or in part by any act or omission of the Applicant or its respective officers, employees, agents, customers, contractors or other invitees. This provision shall survive the termination or expiration of this Agreement.
 - (b) All persons who provide services for the Applicant pursuant to this Agreement, whether paid for not by the Applicant, shall be deemed to be the servants, employees or agents of the Applicant for the purpose of liability and other insurance coverage.
 - (c) The Applicant will place and maintain in force such insurance coverage as may be stipulated in the Agreement and in any Schedules to the Agreement.
- 1.05 Removal of Goods
- The Applicant Covenants and agrees:
- (a) That the Applicant shall remove from the Premises on or before the expiration of the Time of the Event, within such further time as may be expressly agreed to in writing by the Parish, any and all goods, chattels, equipment or other materials brought on the Premises by the Applicant, or any person using or occupying the Premises or a portion thereof during the time of the Event and with the authority of the Applicant.

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- (b) That if the same shall not have been removed within such time, the Parish shall be at liberty and is expressly granted the right by the Applicant, to remove and dispose of the same as it sees fit, and the Parish shall not be accountable to the Applicant in any manner whatsoever for such disposition; provided that the Parish may, in its sole discretion, sell the same by private sale or public auction and account to the Applicant for the proceeds thereof, subject to the prior deduction from such proceeds of:
 - i. the cost to the Parish of removing and selling the same;
 - ii. any and all further financial obligations remaining due and owing to the Parish by the Applicant pursuant to the Agreement, and unpaid;
 - iii. and storage costs, if any.

PART 2 – ENFORCEMENT

- 2.01 The Applicant shall pay to the Parish:
 - (a) such sums and at such times as stipulated in the Agreement by cash or certified cheque in lawful money of Canada, and
 - (b) such solicitor's fees on a solicitor and his/her own client basis as may be incurred by the Parish in enforcing any of its rights pursuant to the Agreement.
- 2.02 Consent
 - (a) Anything which in the Agreement, License Conditions or Schedule(s) is made conditional upon the prior permission or consent of the Pastor, written or otherwise, shall not be undertaken until that permission or consent is first had and received. The may exercise absolute discretion in granting or withholding such consent or permission.
- 2.03 Revocation
 - (a) The Pastor shall have the right to revoke or vary the License at will.
- 2.04 Default
 - In addition to any other provision of the Agreement or Schedules thereto:
 - (a) In the event the Applicant shall default of payment of any sum of money required to be paid to the Parish as provided in this Agreement, and the times and in the manner specified in this Agreement, or if any default be made by the Applicant in the performance of any of the covenants or agreements herein contained, this Agreement shall, at the option of the Parish, cease and terminate and the Applicant shall not thereafter have any rights to the use and occupation of the Premises.
 - (b) In the event of any revocation of variation of the License, the Parish shall have the right to retain all or a portion of the monies paid to it by the Applicant and apply the said monies as credit against its actual costs and expenses and any damages which it may have suffered or incurred as a result of the granting of the Agreement or the revocation or variation thereof. Any surplus monies remaining shall be returned to the Applicant after such deductions have been determined and retained.
- 2.05 Disclosure
 - (a) It is understood and agreed that the Applicant named herein is the real party in interest and the Applicant is not acting for or on behalf of an undisclosed principal, and should it hereafter appear that the Applicant is not the real party in interest, that fact shall be grounds for permitting the Parish to immediately cancel this Agreement and any remaining portion of the usage period thereof without liability on the part of the Parish.

PART 3 – MISCELLANEOUS

- 3.01 Notices
 - (a) Any and all notices, demands, and statements or documents of any kind which are desired or required to be given by one party to the other according to the terms of this Agreement, may be served personally or may be served by prepaid first-class post mailed in Canada, and in any such case, shall be deemed to have been served on the date of personal service, or on the seventh business day following the date of mailing thereof. Until and unless changed by notice in writing served as in this Article provided, the addresses for the parties shall be as set forth in the description of the parties in this Agreement.
- 3.02 Severability
 - (a) If any term, covenant or condition of this Agreement or the application thereof to any person or circumstances shall, to any extent be invalid or enforceable, the remainder of this Agreement or application of such term, covenant or condition to the persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and shall be forcible to the fullest extent permitted by Law.
- 3.03 Captions
 - (a) The captions and headings in this Agreement are for convenience of reference only and shall not affect the interpretation of any provisions in this Agreement or its scope or intent.
- 3.04 Time
 - (a) Time shall be in every respect to be of the essence of this Agreement.

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Schedule B Facility Usage Terms and Conditions

General

1. The parish is a place of witness, service, and of worship. Use of its facilities is for all activities consistent with the beliefs, traditions, and teachings of the Catholic faith. The Parish will be available for these activities to all its parishioners and other Catholic groups and organizations for functions. All usage must finally be approved by the Pastor.
2. The Parish facility is only available for use by groups, organizations or parishioners that are in communion with the Catholic Church.
3. Occasionally a request may be made for the use of the Parish that does not fall within the above parameters. Only the Pastor, in consultations with the Archdiocese as the Pastor deems necessary, may give permission. The event must align with Catholic beliefs, tradition and teachings.
4. The Catholic Archdiocese of Edmonton promotes and supports a smoke-free workplace and environment, and therefore no employees, volunteers, or guests are permitted to smoke on its properties. Civic and provincial legislation/non-smoking by-laws must be adhered to at all times.

Applicant Responsibility

5. The Applicant:
 - i. Must provide proper supervision for the event.
 - ii. Will strictly observe the liquor laws of the Province of Alberta and shall comply with conditions specified in any liquor permits.
 - iii. Will assume full responsibility for the discipline of members and guests and others who may be in attendance and ensure that orderly conduct is maintained both inside and in the immediate vicinity outside the facility.
 - iv. Will not use the facility in any matter that will increase risks covered by insurance on the facility and result in an increase in the rate of insurance or a cancellation of any insurance policy. The Applicant shall not keep, use or sell anything prohibited by any policy of fire insurance covering the facility. The Applicant shall comply with all requirements of the insurers applicable to the facility necessary to keep in force all policies of insurance.

Facility Usage

6. Any changes or alterations to the premises require the permission of the Pastor.
7. The Applicant agrees to leave the facility in the same condition as it was provided (reasonable wear and tear excepted), and agrees to:
 - i. Be responsible for the setting up and removal of tables and chairs.
 - ii. Leave all rooms clean and tidy.
 - iii. Return any parish equipment used (for example, white boards, projectors, screens, T.V., etc.)
 - iv. Not use TACKS, NAILS, and/or TAPE of any kind on walls, ceilings or fixtures.
 - v. Use only fireproof decorations.
 - vi. Notify security/parish contact person when the event/meeting has ended,
or
 - a. Complete "End of Day" Checklist
 - b. Other _____
 - c. Other _____
 - d. Other _____

The Applicant has inspected the premises, and accepts its current state. The Applicant acknowledges having read and received a copy of the agreement and the Facility Usage Terms and Conditions:

Applicant (Signature)

Date