



RENTAL AGREEMENT

This **agreement** is between Gower Street United Church, herein called **GOWER**, and _____ for the rental of space at Gower Street United Church, 99 Queen's Road, St. John's NL as described below.

1. Definitions and Interpretation

GOWER means Gower Street United Church, and as the context requires, any of its Ministers, Officers, Staff, Agents or Volunteers.

LESSEE means the organization or individual renting space from **GOWER** as identified in the 1st paragraph of this Agreement.

RENTED SPACE means the room or rooms identified in Article 3 (Identification of Rented Space and Occupancy Limits) and includes access to and use of the nearest washroom(s).

RECURRENT USER means a **LESSEE** renting the same space on multiple dates within a single contract with **GOWER**.

Articles and Headings are for the convenience of interpretation.

2. Contacts

The contact person for **GOWER** is Manizheh Darestani | Manizheh@musicnl.ca

The contact person for LESSEE is: _____

3. Identification of Rented Space and Occupancy Limits

Room and Occupancy Limits are shown in the following table. **RENTED SPACE** is identified with an "X" in the column headed "Identification". Access to and use of the nearest washrooms is included in the **RENTED SPACE**.

<u>Room</u>	<u>Capacity (Seated)</u>	<u>Identification</u>
The Sanctuary	800	
Meet Up Rooms	20-25	
The Lecture Hall	200	
The Kitchen	Commercial space	

"Capacity" is the maximum number of persons permitted to occupy **RENTED SPACE**. **LESSEE** shall ensure that occupancy does not exceed the stated capacity.

4. Purpose of Rental

The purpose of the rental is:

5. **Duration of Rental**

The duration of the rental is:

6. **Rental Rate**

The Rate is: _____

7. **Method of Payment including Rental Deposit**

- Credit Card payment
- EMT to info@musicnl.ca
- Cheque made payable to MusicNL

Insurance Liability and Indemnity

“**GOWER**’s insurance does not cover participants at events in **RENTED SPACE** or damage to **RENTED SPACE**. Proof of third-party liability (injury to participants) and property damage insurance may be required by **GOWER** at least three days prior to commencement of rental period.

Whether or not third-party liability insurance is required by **GOWER**, by signing this Agreement, **LESSEE** agrees to hold **GOWER** harmless from any and all losses, claims, suits and demands arising out of any injury to person or damage to property during the occupation or use of the Rented Space.

Furthermore, **LESSEE** agrees to be responsible for the cost of all damage resulting from any activity related to its use of **RENTED SPACE** including but not limited to the Church Building, **RENTED SPACE**, breakage of or damage to or missing kitchen appliances, dishes, glassware, audio/visual equipment and any other furniture or equipment owned by **GOWER**. The cost of the replacement or repair of such damage or breakage will be invoiced to the **LESSEE**.

8. **Security**

Security is defined as:

- limiting entry to the Gower Street United Church building to assigned doors.
- preventing unauthorized persons from entering the building
- limiting access within the **GOWER** building to **RENTED SPACE**. The remainder of the Building is off-limits.

Security must be provided during:

- set-up of equipment, furniture, stage, etc. within **RENTED SPACE**.
- the entire event or other use of the Rented Space; and
- the take-down of equipment, furniture, stage, etc. within **RENTED SPACE**.

The role of security is to ensure that:

- only those who are participating in an event in **RENTED SPACE** are permitted to enter the Building.
- only assigned doors are used to enter the Building.
- assigned doors are locked from the outside after participants have arrived.
- upon completion of use of **RENTED SPACE**, all participants have left the Building.
- all appliances are turned off after all participants have left the Building.
- all lights in **RENTED SPACE** have been turned off; and
- the assigned exterior doors are securely closed and locked

LESSEE agrees that:

Security will be provided by **GOWER** at a cost of \$15.00 per hour per person.

OR

Security will be provided by **LESSEE**. The name of the individual who is responsible for security is _____

If security will be provided by **LESSEE**, the individual who is responsible for security must:

- arrange to pick up a key to the Building during **GOWER's** office hours (9 AM to 4 PM Monday, Tuesday, Thursday or Friday); ensure compliance with all aspects of security as previously stated in this Article; and
- Expediently return the key to **GOWER's** office during office hours following completion of use of RENTAL SPACE.

9. Right of GOWER to Enter

Any officer, agent, employee, or volunteer of **GOWER** shall always have the right to enter **RENTED SPACE** without charge or hindrance in order to perform their duties, but not so as to interfere with the legitimate activities of **LESSEE**.

<u>Responsibilities of GOWER</u>	<u>Responsibilities of LESSEE</u>
<ul style="list-style-type: none"> • Provide RENTED SPACE in good order, that is, clean and free from hazards. • Provide heat and light to the RENTED SPACE. • Provide contact names and numbers in case of emergency 	<ul style="list-style-type: none"> • Take reasonable care to avoid damage to walls and floors when moving equipment, furniture, stage, etc. in and out of the Building and within the RENTED SPACE. • Use only equipment, furniture, tables, chairs, etc. which are located within the Rental Space and so have been included in this Contract as part of RENTED SPACE. • Use only masking tape, not pins or tacks, to attach items to walls. • Remove masking tape from walls slowly so as not to damage paint. • Where kitchen(s) are part of RENTED SPACE, if required, provide supplies such as tablecloths and napkins. • Clean up spills. • Clean up and remove waste. • Make a reasonable effort to leave RENTED SPACE in the condition it was found unless otherwise agreed with GOWER. • Notify GOWER of any damage to RENTED SPACE or any equipment, furniture, or other property of GOWER. • Call 911 immediately in the event of fire or another emergency. • Contact GOWER immediately at designated contact numbers in case of security breach, fire, medical emergency, or another urgent situation.

10. Prohibited Activities

- Consumption of alcohol, unless expressly permitted by **GOWER**. If permitted by **GOWER**, **LESSEE** shall obtain from the Newfoundland Liquor Corporation a liquor license for the event, shall provide a copy of the license to **GOWER**, and shall comply with all conditions set forth by the Newfoundland Liquor Corporation.
- Use of illegal substances
- Smoking
- Gambling
- Use of confetti
- Use of candles

- Use of heating or cooking devices including but not limited to barbeques, hotplates, heating elements, portable heaters, any apparatus fuelled by gasoline, propane, kerosene or any other fossil fuel
- Stapling or nailing items to any floor, walls, or ceiling
- Bringing animals and other pets into the Building other than designated disability assistance dogs.
- Any activity which, in the opinion of **GOWER**, might render void or voidable the insurance policy of **GOWER**
- Any activity which, in the opinion of **GOWER**, might be considered contrary to any Federal, Provincial or Municipal laws or by-laws, rules or regulations

11. Cancellation and Deposit Policy

\$50.00 administration fee will be charged for cancellations within 30 days of rental
Security Deposit:\$75.00(returned 4 – 6 weeks after rental date if undamaged)

Cancellation due to Weather:

The final decision to cancel an event and/or performance due to weather rests with Gower. Gower will consult with the Renter and give as much notice as possible but the safety and security of the public and staff must be the ultimate deciding factor. Gower's policy is to offer refunds for tickets cancelled due to weather or, when possible, to offer exchanges for another performance. Gower will not be liable to the Renter or any other party for any direct, indirect or consequential damages, costs, losses or expenses whatsoever, whether arising under contract, tort, statute or any other theory of liability, arising from RCA's decision to cancel an event and/or performance due to weather, which decision is and remains at all times in RCA's absolute and sole discretion.

12. Termination

GOWER may terminate the Agreement if **LESSEE** falls in arrears of payment.

The agreement may be terminated if an act of Force Majeure occurs. Force Majeure is any act or occurrence that is beyond the control of either party which renders the contract incapable of completion. In event of termination due to Force Majeure, **GOWER** will refund to **LESSEE** the portion of the rental previously paid by **LESSEE** in respect of the period following Force Majeure

13. Signatures

For **LESSEE**

Signature

Print Name

For **GOWER**

Signature

Print Name

Date: _____