



# Agreement to Rent Olivet Facilities

Olivet United Church  
40 Empress Avenue, Hamilton, ON L9A 1M3  
Office: (905) 385-5305 Email: [olivetunited@rogers.com](mailto:olivetunited@rogers.com)

We are delighted you are considering us for your event. Please take careful note of the contract provisions. You are responsible for communicating all information/ requirements to your organization or party, family members, and service providers .

DETAILS OF RENTER			
Name of Contact person:			Date:
Organization (Renter) :			
Address:			
<i>Street</i>	<i>City</i>	<i>Prov</i>	<i>Postal Code</i>
Phone:	Cell phone:	Email:	
Alternate Contact Information:			

NATURE OF EVENT- ONE TIME EVENT		
Type of Organization:		Description of Event:
Event START date:	Start Time*:	
Event END date:	End Time*:	

\*Start and End time include length of time required for you to setup, take down and clean up.

NATURE OF EVENT- WEEKLY EVENT		
Type of Organization:		Description of Event:
Event START date:	Weekly Start Time*:	
Event END date:	Weekly End Time*:	No. of weeks Required:

ROOM REQUIREMENTS	
No. of people attending :	
Furniture required:	Equipment required:



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<b>ASSIGNED SPACE</b>				Received
Rental Fee				
Refundable Security Deposit				
Refundable Key Deposit				
Total fees per one time Event				
Frequency of Payment				
Key #				
Certificate of Insurance				

**Other:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**I have read and understood the terms of the Agreement to Rent Olivet Facilities and the Information for Facility Renters brochure and agree to be bound thereby.**

**I understand Olivet will inspect the facility following the Event to ensure that the terms and conditions have been met.**

**Renter Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Print Name** \_\_\_\_\_

**Olivet Representative :** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature**  
**Print Name** \_\_\_\_\_



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## Terms and Conditions of Facilities Rental

- 1. Olivet United Church Contact** - All communication from the Renter to Olivet United Church ("Olivet") shall be directed to the Office Administrator at the address on the cover page of this document.
- 2. Method of Payment** - All payments to be made under this Agreement may be made via cash, or cheque made payable to "Olivet United Church" delivered by hand.
- 3. Timing of Payment** - Payment is to be received in full by Olivet prior to the event. Longer term renters shall pay monthly.
- 4. Renter to attend event:** The contact person is required to be present at the Olivet facilities during the Event.
- 5. Security Deposit and Responsibility for Damages** - The Renter is responsible for any damage that occurs to the Facility and/or equipment as a result of the Renter's use (reasonable use excepted). Upon booking, the Renter shall provide a security deposit. An inspection will be done by Olivet after the event. If damage occurs, an estimate of costs for repair will be determined by Olivet acting reasonably, the Renter will be contacted, and the security deposit will not be returned.
- 6. Key** - Renter will be provided with a key to the building. The Renter is responsible for this key and should not loan it to anyone. It must be returned to the office within 2 business days of the event. If the key is lost or not returned the \$25 key deposit will not be returned.
- 7. Compliance With Regulations** - The Renter agrees to comply with all building and fire regulations for the event and to comply with any facility rules adopted by Olivet for the Facility. The Renter agrees to use only the assigned areas and entrances and exits. Participants should not be allowed to roam throughout the building.
- 8. Usage of Olivet Church** - By renting the Facility to the Renter, Olivet in no way relinquishes its right to control the management of the Facility and to enforce all necessary rules and regulations as may be required. Olivet may use other components of the facility during the event that does not materially interfere with the usage by the Renter.
- 9. Groups which include persons under the age of 18 shall** :provide adequate adult supervision
- 10. Closing Hour** - Due to the residential nature of Olivet's location, the building does not stay open beyond 11:30 pm. By this hour all functions must close and guests depart the premises by 11:30 pm in a manner respectful to the neighbours.
- 11. Prohibited Activities** - The Facility has been designated as a **non-smoking facility**. Olivet building and grounds have been designated **alcohol-free**. Olivet reserves the right to terminate the event booking if there is a discrepancy between the actual event and the description of the event provided by the Renter in this agreement such that the actual event materially contravenes this Agreement, in which case Olivet shall repay in full any deposit paid by the Renter without further liability of either party.
- 12. Cancellation** - Olivet will refund payment in full for any event which is cancelled, provided that at least 72 hours advance notice are given to Olivet of the cancellation. In the event that it is not given 72 hours advance notice of cancellation, Olivet may charge a fee of up to 1/3 of the total event fee as costs for the cancellation.
- 13. Decorations and Table Cloths** - All decorating to be completed for the event shall be the sole responsibility of the Renter. Take-down and clean-up of decorations is also the responsibility of the Renter. Olivet does not provide linens.
- 14. Music:** Most recorded or live music you hear in public places is subject to a fee charged to the site owner/ administrator. SOCAN (*Society of Composers, Authors, and Music Publishers of Canada*)



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strives to ensure it receives all fees properly due and requires that you register with them. As a renter you are responsible for your own SOCAN fees.

- 15. Renter's Insurance** - Olivet will maintain all risk insurance with respect to its equipment and property as well as comprehensive general liability insurance for bodily injury and property damage arising out of the Olivet use, occupation or operation of the premises. The Renter shall place the following insurance and provide Olivet a Certificate of Insurance confirming such placement and naming Olivet as an additional insured.
  - a. All risk insurance, including without limitation, fire, extended coverage and malicious damage insurance for the full replacement value of the Renter's equipment and property;
  - b. Comprehensive general liability insurance, insuring against claims for bodily injury, including death and property damage or loss arising out of the Renter's use or occupation of the premises. Such insurance shall be for the amount of not less than \$2,000,000.00 single occurrence;
  - c. Tenant's legal liability insurance in an amount not less than \$2,000,000.00.
- 16. Waiver of Liability** - Excepting an event of misconduct or negligence by Olivet Church or its agents, the Renter covenants that it will not hold Olivet Church, its board or its employees responsible for any medical or personal injury, or any other loss or damage and hereby waives any claim against Olivet Church. The Renter acknowledges that it is its responsibility to take the necessary steps for insuring against personal injury, loss, property damage, or any other loss of damage that might be incurred by it or the people at the Facility during the event.
- 17. Indemnity** – In consideration of the grant of permission by Olivet to use the above facilities as described above, the Renter agrees and undertakes to indemnify, hold free and harmless, assume liability for and defend Olivet United Church, its affiliates, members, employees, officers and representatives (collectively the "Indemnitees") from and against any and all losses, costs, damages, expenses, and liabilities (statutory and common law) including but not limited to monetary damages, legal fees, investigative and discovery costs, court costs, fines, penalties, increased taxes, and all other sums that any of the Indemnitees may pay or become obligated to pay on account of any, all and every demand for claim or assertion of liability, or any claim or action thereon arising or alleged to have arisen out of the use by the Renter or any of its guests, invitees or licensees of real or personal property belonging to Olivet and from any claim or action arising by reason of any act or omission by any of the Indemnitees. The undersigned representative represents and warrants to Olivet that he/she is duly authorized to execute and deliver this undertaking and thereby to bind the Renter. The Renter also undertakes to conduct their activities in a safe and careful manner, and assume full responsibility for the conduct of the Event and for the safety of persons in attendance at the Event.
- 18. Emergency Scheduling Conflicts**- Olivet reserves the right to pre-empt any facility use for its own purposes in cases of emergencies such as funerals. Notice will be provided as soon as possible.
- 19. Binding Effect** - This document shall constitute the sole and entire agreement between the parties and is intended to create legal obligations. The undersigned hereby warrants that it has authority to bind the Renter as per the Terms and Conditions hereof. This document shall not be of any effect unless executed by both parties.