

# Westwood Unitarian Congregation Facility Use Agreement

## I. General

1. The person signing this agreement is responsible for:
  - ensuring compliance with the terms and conditions of this agreement by all persons at the event and ensuring adequate supervision of any children present,
  - ensuring that the facility is used only for the purposes as identified on the request form,
  - ensuring that no persons present at the event carry on or permit to be carried on within the facility or grounds any noxious, noisome or offensive act or activity which may be an annoyance, nuisance, damage or disturbance to the owners of the adjoining lands and properties or other users of the facility, and
  - any lost or damage resulting from any act or omission by renter or user, its patrons or invitees.
2. The hours that the facility is normally available for rental are 8:00 a.m. to 12:00 midnight. Any use or rental outside of these hours must have special permission of the Board of Trustees.
3. Smoking is not permitted on the premises. Confetti shall not be used in the building or on the grounds.
4. Alcoholic beverages may be served but only in accordance with the rules and regulations of the Alberta Gaming and Liquor Commission. The renter must obtain the appropriate permit(s).
5. Candles may be used provided they are safely secured in appropriate holders in a central location, all other safety precautions are observed, and their use is supervised by adults, including the person signing this agreement.
6. If, after a rental agreement is approved, the facility is not available for the event to proceed for any reason, Westwood will inform the renter or user of cancellation as early as possible and will refund any rental fees paid. Westwood will not be responsible for any loss or damage resulting from cancellation.
7. A key and damage deposit in the amount of \$400 is required at the time of the submission of the *Request Form* to cover the cost of a lost key and to cover possible damage (reasonable wear and tear excluded) resulting from the rental or use of the facility. The key and damage deposit, less the costs of key replacement (\$25) and less the costs incurred to repair damages, will be returned within 30 days of the rental date.
8. The renter or user may not, under any circumstances, sublet all or part of the rooms rented.

## II. Renter or User Responsibilities

1. The renter or user will indemnify and save harmless the Westwood Unitarian Society, the owner of the facility, against all liabilities, fines, suits, claims, demands and actions of any kind or nature for which the Westwood Unitarian Society shall or may become liable or suffer by reason of any breach, violation or non-performance by the user or renter of any covenant, term or provision of this Facility Use Agreement, or by any person or persons or any property through any act, neglect or default by the user or renter or any of its agents, or any of its employees, invitees or licensees on and about the Westwood facility, grounds and parking area.
2. The renter or user will permit the President of Westwood or designate to enter the facility at any time to view it and any function or activity being carried on, in or about the facility, and will permit Westwood employees to enter into any part of the facility without hindrance in order to perform their normal duties of employment.
3. The renter or user will vacate the Westwood facility in good repair and condition, reasonable wear and tear accepted, and free and clear of all waste material debris, rubbish and dirt and shall store all trash, garbage and recyclables in the proper receptacles provided by Westwood for that purpose, to the satisfaction of the Westwood Unitarian Society. If the facility is not left in good repair and condition, the user or renter will pay Westwood Unitarian Society \$25 per hour for cleaning and janitorial services as needed to restore the facility in such repair and condition as is satisfactory to Westwood Unitarian Society.
4. The renter or user is responsible for the amount for any damage costs in excess of the deposit.
5. The renter or user is responsible for washing dishes, kitchen utensils, cleaning appliances, counter-tops, etc., if used.
6. The renter or user will not exceed the room capacities as specified by the City of Edmonton Fire Marshall. These are 130 in the sanctuary and 50 in the basement.

## III. Westwood Unitarian Society Responsibilities.

1. Westwood is responsible for cleaning the washrooms and for garbage disposal.
2. Westwood reserves the right to charge for repair of damages caused by the rental party or user subsequent to the usage of the premises.
3. Westwood will not be responsible for the theft or loss of property belonging to the renter or user, its invitees or patrons.