

WOODLAWN UNITED CHURCH FACILITY CONDITIONS OF LICENCE

1. The Licence will not be considered to be confirmed until these Conditions of Licence and the Licence Application are duly signed and all antecedent requirements as set out in them are completed.
2. A fifty dollar (\$50.⁰⁰) non-refundable deposit must be made before the Licence can be confirmed.
3. The Licencee will pay the licence fees stated in the Licence Application Form in accordance with its terms.
4. One-time licences must be paid in full prior to use of the facilities.
5. The Licencee is responsible for providing their own liability and property damage insurance coverage for the duration of the event, and must provide satisfactory proof of insurance to the Office prior to using the facilities. Acceptance of proof of insurance by the Office is in no way to be construed as a representation that such insurance is adequate for the Licencee's purposes.
6. The Licencee will not hold Woodlawn United Church liable for all claims of any kind arising from or related to the event, including without limitation, any claims for personal injury suffered by patrons, performers or event staff, however caused. The Licencee shall indemnify and hold Woodlawn United Church harmless against all claims, losses and damages arising from or related to the Licencee's use of the Licence, however caused.
7. The Licencee is financially responsible for all damage to the property, real or personal, of Woodlawn United Church, arising from or related to the Licencee's use of the Licence, however caused.
8. The Licencee will provide appropriate security, in that they will not permit entry into the building to anyone not connected with their event and will ensure the safety of the patrons and the security of the property, real and personal, of Woodlawn United Church.
9. All keys and fobs, if any, issued to the Licencee or its representatives will be returned to the Office immediately at the end of the licence period.
10. Licencees will act in accordance with general instructions from the Church's representative. Licencees are responsible to ensure their staff (paid or otherwise) will do the same.
11. No announcement, advertisement or other publicity will be issued or released and no signs will be erected by the Licencee or their representative in connection with the Licence without prior approval of Woodlawn United Church.
12. Absolutely no smoking will be permitted in any part of any of the Church buildings. The use of any illegal substances is prohibited in any of the Church buildings or on any part of the Church property.
13. No food or beverages will be allowed in the Sanctuary without permission from the Rental Committee.
14. The licenced space must be left the way it was found; otherwise, an additional cleaning charge may, at the Discretion of the Rental Committee, apply.
15. Licencees are required to be respectful of noise and activity levels that may impact other groups.
16. The Licencee is responsible for removal of all garbage, recycling waste, compost and all other waste generated as a result of the Licence. The Licencee shall ensure that all personal property brought, by the Licencee, its staff or patrons, onto the property of Woodlawn United Church in the course of the event, is removed immediately at the end of the event.
17. Group Licencees using the facilities are allowed, unless otherwise disallowed by the Rental Committee, to store one (1) tote. The tote can only be stored in such area as may be designated by Woodlawn United Church. Woodlawn United Church does not accept responsibility for any items left in storage.
18. The Licencee agrees to abide by the Fire Regulations provided to the Licencee and such additional or revised Fire Regulations as may be communicated to the Licencee.
19. The business of the Church must always come first. In the unlikely event that a booking must be altered as a result of a church event (for example and without limitation, a funeral, congregational meeting, retreat or other church event), all efforts will be made to notify the booking party as soon as possible so that other arrangements may be made.
20. The Licencee will exercise the Licence only in a diligent and reputable manner.
21. The Licencee is responsible to ensure compliance with all laws and directives issued by governing authorities which apply to the Licencee's use of the Licence.
22. Nothing in the Licence shall be construed as creating a partnership, agency or joint venture or a landlord and tenant relationship and Woodlawn United Church shall not become bound by any representation, act or omission of the Licencee. Under no circumstance will the Licencee incur any obligation in the name of Woodlawn United Church.

- 23. The Licence is not assignable in whole or in part by the Licencee without the express written consent of Woodlawn United Church.
- 24. The Licence shall at all times be subject and subordinate to any present or future mortgages on the property of Woodlawn United Church and any renewals or extensions in relation thereto.
- 25. The acceptance by Woodlawn United Church of any payment under the Licence after a default by the Licensee shall not operate as a waiver of any other default or of the right of Woodlawn United Church to enforce any payment under the Licence, or to declare a forfeiture of the Licence. Failure by Woodlawn United Church to enforce any covenant after its breach, or any provision or condition after default, shall not operate as a waiver of its rights under the Licence.
- 26. No Animals shall be allowed inside the Premises of Woodlawn United Church except with the permission of Woodlawn United Church and after the Animal Policy of Woodlawn United Church is reviewed by the Licencee and agreed to in writing.
- 27. No Alcohol shall be allowed on the Premises of Woodlawn United Church except with the permission of Woodlawn United Church and after the Alcohol Policy of Woodlawn United Church is reviewed by the Licencee and agreed to in writing.
- 28. Only those facilities agreed to in the completed Licence Application Form will be used or accessed by the Licencee, its staff or patrons and such. The Licencee shall ensure that it and its staff and patrons leave the licenced facilities by the end of every booked time period. The Licencee is responsible to pay such additional licence fees as Woodlawn United Church may in its sole and uncontrolled discretion may levy in addition to any other compensation for losses that may be incurred by the Church as a result of the breach of this the terms of this paragraph. Woodlawn United Church may in its sole and uncontrolled discretion cancel any future bookings of the Licencee, whether previously confirmed or not, if the terms of this paragraph are breached.
- 29. Only the designated Contact Person is authorized to make changes on behalf of the Licencee.
- 30. Woodlawn United Church reserves the right, in its sole and uncontrolled discretion, to refuse or cancel the Licence. If satisfactory arrangements to reschedule a cancelled event cannot be made, refunds of paid licence fees in whole or in part (excluding the deposit which is non-refundable) will be at the sole and uncontrolled discretion of Woodlawn United Church. In the event of cancellation of an event for any reason Woodlawn United Church shall not be liable for any resulting losses incurred by the Licencee. If the Licencee, at least two weeks prior to the booked time, notifies Woodlawn United Church in writing, by registered mail or by hand delivery to the Woodlawn United Church Office Administrator, that the Licencee wishes to cancel a one-time licence, the Licencee will be refunded the prepaid licence fees, but not the non-refundable deposit.
- 31. The Licencee shall forthwith, upon demand, reimburse Woodlawn United Church for all losses and expenses incurred as a result of the Licencee breaching any of the terms agreed to in connection with the Licence.
- 32. All agreements, covenants and indemnifications in connection with the Licence made by the Licensee shall survive the expiration or earlier termination of the Licence, anything to the contrary in the Licence notwithstanding.
- 33. Unless the context otherwise requires, words in these Conditions of Use of Licence, in the Licence Application Form and related documentation importing the singular in number only shall include the plural and *vice versa*, words importing the use of gender shall include the masculine, feminine and neuter genders, and words importing persons shall include individuals, corporations, partnerships, associations, trusts, unincorporated organizations, governmental bodies and other legal or business entities.

I have read the Conditions of Licence and agree to abide by them.

Print Name of Licencee: _____

Signed: _____
Signature of Licencee or Authorized Representative

Date: _____

If Licencee is an organization:

Print Name of Authorized Representative: _____

Print Office of Authorized Representative: _____

Signed: _____
Printed Name and Signature of Woodlawn United Church Officer

Date: _____