



TERMS AND CONDITIONS

Bridgewater Baptist Church
564 Glen Allen Dr, Bridgewater, NS
B4V 0B3 (902) 543-2178

Terms and Conditions of Rental Facility

- 1. Bridgewater Baptist Church Contact** - All communication from the Applicant to Bridgewater Baptist Church shall be directed to the Rental Coordinator.
- 2. Timing of Payment** - Payment of 20% of rental must be made to the Church Office upon confirmation of the booking event with remainder of fee due before event takes place.
- 3. Security Deposit and Responsibility for Damages** - The Applicant is responsible for any and all damages that occur to the facility and/or equipment as a result of the Applicant's use. Upon request, the Applicant shall provide a damage deposit to be held in the event any damage occurs. An inspection will be completed by Bridgewater Baptist Church after the event. If damage occurs, an estimate of costs for repair will be determined by Bridgewater Baptist Church acting reasonably, the Applicant will be contacted, and responsible for full payment of the cost estimate. If there is no damage, the damage deposit will be returned to the Applicant by mail the week following the event.
- 4. Method of Payment** - All payments to be made under this Agreement may be made via cash or cheque made payable to "Bridgewater Baptist Church" and mailed to the office of Bridgewater Baptist Church or delivered by hand. The church cannot accept post-dated cheques. Cheques returned NSF will result in immediate cancellation of the Rental Application. A charge of \$50 will apply to any NSF cheques.
- 5. Cancellation** - Bridgewater Baptist Church will refund payment in full for any event which is cancelled provided that at least 14 days advance notice is given to Bridgewater Baptist Church of the cancellation. In the event that it is not given 14 days advance notice of cancellation, Bridgewater Baptist Church will hold all fees as liquidated costs for the cancellation.
- 6. Compliance with regulations** - The Applicant agrees to comply with all building and fire regulations for the event and to comply with any facility rules adopted by Bridgewater Baptist Church.
- 7. Usage of Bridgewater Baptist Church** - Use of the facility is restricted to purposes which are consistent with the Principles of Conduct as outlined in the Bylaws of the Church. By signing this document the undersigned understands a breach of this provision constitutes a forfeit of use of the building and nullifies any agreement for use of Bridgewater Baptist Church facilities (a copy of the Bylaws are available upon requests). By renting the facility to the Applicant, Bridgewater Baptist Church 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. A Bridgewater Baptist Church site monitor(s) may be present at times during special events/rentals. Bridgewater Baptist Church may use other components of the facility during the event that does not materially interfere with the usage by the Applicant. Bridgewater Baptist Church reserves the right to cancel a rental agreement or reschedule a previously-booked event with notice.
- 8. Prohibited Activities** - The facility has been designated as a drug-free, smoke-free and alcohol-free building and property, both in practice, teaching and promotion. Bridgewater Baptist Church will not rent the facility to any group whose constitution or intended usage of the facility contravenes the by-laws or mission of the Bridgewater Baptist Church. Bridgewater Baptist Church 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 Applicant in this agreement such that the actual event materially contravenes the terms and conditions, by-laws or mission of the Church, in which case Bridgewater Baptist Church shall repay in full any deposit paid by the Applicant without further liability of either party. If there is anything that may be deemed questionable or subjective, it is strongly recommended that contact be made with the scheduler to verify appropriateness and avoid any issues in advance of the event.
- 9. Operation of Sound and Visual Media Equipment** - Only Bridgewater Baptist Church trained Audio/Video technicians shall be allowed to set up, operate and take down Bridgewater Baptist Church owned Audio/Video equipment anywhere in the building unless specific permission is given. This service is available at an additional rate.

10. **Room Setup/Dismantle** - Room setup/dismantle and any other special requirements can be completed by Bridgewater Baptist Church at an additional rate.

11. The applicant is not permitted to use any portion of the building not specifically rented without prior permission of Bridgewater Baptist Church.

12. **Decorations** - All decorating to be completed for the event shall be the sole responsibility of the Applicant. No decoration shall be fastened to the wall of the facility or otherwise affixed in such a manner that will damage the facility. Take-down and clean-up of decorations is also the responsibility of the Applicant.

13. **Kitchen Services** - No outside caterers or food service providers will be permitted use of the Bridgewater Baptist Church kitchen without approval by Bridgewater Baptist Church. If an outside caterer is approved, a Bridgewater Baptist Church kitchen monitor may be required and billed at an additional rate.

13. **Applicants Insurance** - The Applicant shall place the following insurance and provide Bridgewater Baptist Church a Certificate of Insurance (naming Bridgewater Baptist Church as an additional insured) confirming such placement:

- a.) All risk insurance, including without limitation, fire, extended coverage and malicious damage insurance for the full replacement value of the Applicant'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 Applicant's use or occupation of the premises. Such insurance shall be for the amount of not less than **\$5,000,000.00** single occurrence and **\$6,000,000.00** in aggregate;
- c.) Tenant's legal liability insurance in an amount not less than **\$5,000,000.00**.

14. **Waiver of Liability** - Excepting an event of misconduct or negligence by Bridgewater Baptist Church or its agents, the Applicant covenants that it will not hold Bridgewater Baptist 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 Bridgewater Baptist Church. The Applicant acknowledges that it is its responsibility to take the necessary steps for insuring against personal injury, loss, property damage, or any other loss or damage that might be incurred by it or the people at the facility during the event.

15. **Indemnity** - The Applicant hereby agrees to indemnify and hold harmless Bridgewater Baptist Church, its officers, agents and employees, of and from all demands, claims, suits, actions or liabilities resulting from injuries or death to any person or from any property damage occurring during the rental term arising by reason of any breach, violation or non-performance under this agreement by the Applicant, its directors, agents, or employees. Bridgewater Baptist Church hereby agrees to indemnify and hold harmless the Applicant, its officers, directors, agents and employees, of and from all demands, claims, suits, actions or liabilities resulting from injuries or death to any person or from any property damage occurring during the rental term arising by reason of any breach, violation or non-performance under this agreement by Bridgewater Baptist Church, its officers, agents or employees.

16. **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 Applicant as per the Terms of this contract.

I/We have read the Terms and Conditions and understand fully and agree with the policies as set out by the Bridgewater Baptist Church.

Applicant/Organizer Signature

Date

Name (Please print)

Organization or Group