

Facility Use Policy and Legal Conditions

Important: This policy contains important legal consequences. Independent advice by a lawyer is advised. A copy of this policy should also be provided to the Client's insurance provider.

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1. General

- a) The renter understands that acceptance of a rental agreement with Lambrick Park Church (LPC) signifies their understanding of these rental guidelines and consent to follow them.
- b) Lambrick Park Church is a Christian charity, with charitable objectives, as clarified in our Mission, [Statement of Faith](#) and [Constitution](#). These objectives help prioritize facility use, and activities held at LPC must not be incompatible with these objectives. Priority is given as follows: 1) LPC activities, 2) other churches or charities with consistent objectives and teachings, 3) events for business, community, or personal groups that support or do not oppose LPCs Christian values, teachings, and charitable objectives.
- c) The Administrative Director and/or Lead Pastor have authority to accept or decline any rental requests according to these policies at their sole discretion.

2. Reservation and Payment Terms

The client agrees to pay Lambrick Park Church (LPC), as follows:

- a) Payments may be made by cash, cheque to Lambrick Park Church, or e-transfer to finance@lambrick.com. Credit cards are accepted for a 3% processing fee (levied by our provider)
- b) Upon Confirmation of Booking:
 - A non-refundable down payment of 25% of total estimated contract value (credited toward cost of the event).
 - A damage deposit of \$250 returned after event assuming no costs or damage incurred.
- c) Thirty (30) Days Prior to Event Day 100% of estimated contract value
- d) No Less than 5 business days following the Event Day: Any additional payments

3. Cancellation Policy

- a) The client is entitled to cancel the event with written notice to LPC under these terms:
 - More than 30 days' notice: LPC will retain a \$50 administration fee
 - 9-30 days' notice: the downpayment – 25% of est contract – will be retained.
 - 0 –8 days' notice: LPC will retain 100% of total estimated contract value

4. Insurance and Permits

- a) A certificate of insurance (COI) for General Liability Insurance, with special events liability insurance is required for all events. The COI must provide evidence of insurance covering bodily injury and property damage of at least \$2,000,000. This insurance must be Primary and non-contributory by any insurance coverage carried by Lambrick Park Church. Coverage shall indicate the location as Lambrick Park Church, 1780 Feltham Road, Victoria BC V8N 2A5 and include the date of the event. LPC shall be named as "additional insured but only with respect to the above noted location and arising out of the Named Insured's operations".
- b) The covering insurance policy must be valid for the full term of this rental agreement.
- c) The Client agrees to provide a copy of the COI to LPC at least 7 business days before the event. In the event the certificate is not presented as required, LPC reserves the right to cancel the event with no refund or liability.
- d) The client is responsible for appropriate permits when serving food/alcohol (see section 10)

5. Liability

- a) The client agrees to assume full responsibility for all persons and/or entities entering the property, and to maintain a safe and secure environment, respectful of people and property. This includes full responsibility for the oversight and welfare of children and vulnerable individuals as applicable by law.
- b) To the fullest extent permissible by law, the client agrees that LPC shall not be liable or responsible in any way, financial or otherwise, for the presentation of the event, or for loss, damage or injury to any property belonging to the rental group, or for which the rental group may be responsible, whether inside or outside the building.
- c) The Renter agrees to indemnify and hold harmless the Church from any and all claims and liability that may result from any person using the premises and its surrounding areas. This includes claims for personal injury or property damage arising from any conduct or act of omission of the Renter or Owner, and against any costs incurred for such a claim.
- d) In the event that the premises is not available for the event by reason of mechanical equipment or structural failure, damage or any other circumstances beyond the control of LPC, Lambrick Park Church shall be excused and held harmless from failure to make available the premises.
- e) LPC in no way surrenders its right to manage and supervise the property under normal rules governing its operation. If information provided in the rental application is not accurate or activities are not in compliance with the rental agreement and policy, LPC reserves the right to intervene or cancel the event immediately and with no refund, or liability for consequential damages or costs.

6. Marketing and Publicity

- a) All advertising by the Client may name LPC as facility host only, and must take care not to imply the involvement, association, or approval of LPC.
- b) The client is solely responsible for seeking the Copyright approvals, SOCAN Waiver etc. and any additional professional approvals and licensing for the use of any print and media.
- c) Any use of LPC logo in any form is prohibited unless materials are first approved by LPC staff.

7. Building Access and Concurrent Uses of the Building

- a) The client may be provided a building key and security code. The client agrees:
 - i) Not to share the key or code with anyone other than those authorized by this agreement
 - ii) To follow all aspects of the lock up procedures (posted by panels on the premises).
 - iii) To return the key to LPC within 5 days after the event

- b) The client is only permitted access as in the signed Event Estimate, for the stated purpose, for the designated times. Access outside these times may result in additional fees to the client.
- c) LPC reserves the right to use or rent any other area of the building which is not listed on the signed Estimate during the use of the premises by the client. The use by the client of the foyer, hallways, washrooms and other facilities shall be in common with the use of such others as LPC may determine, provided that such rented to others will not interfere with the use of the premises by the client. The client has no right to enter or use any area except the common areas and premises, and the areas specifically noted for their own event.
- d) The client acknowledges that staff members of LPC may be on the premises at any time. Employees will identify themselves and make every effort to not interrupt the event.

8. Staffing, Room Capacity, and Safety

- a) For the safety of all participants, and individual or group using the facility is required to comply with BC Fire Protection and Prevention Act; BC Public Health Code; BC Building Code; The BC Child and Family Services Act (when children are involved)
- b) The client must follow room capacity limits listed on our website and/or any additional capacity limits required by the government for public health reasons.
- c) On occasion, LPC may mandate additional staff to support an event; the client will be informed, and will be responsible for costs associated with additional personnel.

9. Property Condition, Cleaning, and Equipment

- a) The fees listed assume renter will set-up and re-set all areas used, unless otherwise specified in event quote for services.
- b) The client agrees to leave the premises and all equipment in the same state upon completion of the event, including:
 - i) Set up, take/down and storage of tables, chairs and equipment
 - ii) removing all event materials
 - iii) cleaning surfaces of visible items, and using garbage/recycling containers provided.
 - iv) Cleaning any kitchen areas, including washing and putting away dishes
 - v) Notifying LPC of any additional cleaning or repair required
- c) The client shall ensure the following:
 - i) No smoking or vaping of any kind anywhere on the premises
 - ii) No illegal substances/items on site
 - iii) No tape, nails, tacks, screws, rice, confetti or glitter inside or outside the facility,
 - iv) No installation or tampering of wires or electrical devices.
 - v) No candles or open flame may be used at any time.
 - vi) No flammable, explosive, corrosive, or toxic substances
 - vii) No addition of rails, structures or platforms unless expressly approved by LPC
- d) Any additional technology, equipment or instruments brought on site requires LPC consent.
- e) Additional cleaning (beyond normal maintenance) will be charged to the client. The client will be fully responsible for any damage to the premises and/or any equipment caused by the client, its employees, officers, agents, contractors, invitees and any other persons affiliated with the event. LPC will repair any damages to the facility and all costs incurred from damages/repair and or additional cleanup (including parking areas) will be billed to the client. The client shall make full payment to LPC within 10 days of issue of the bill.

10. Catering, Food and Alcohol

- a) The client assumes full responsibility for all event participants and all aspects of food and alcohol safety and consumption, including third parties hired for this purpose. Certificates and

permits for FoodSafe and alcohol service are solely the responsibility of the renter.

- b) Alcohol may be served only if client has obtained a Special Events Permit and provided it to LPC at least 7 days prior to the event.
- c) No illegal substances are permitted anywhere on the premises.

11. Technology

- a) The renter is welcome to use LPCs public Wifi while on premises, although quality of the signal may vary at times. No password is required.
- b) The renter agreed that LPCs wifi and equipment will only be used for appropriate, legal business purposes, and to access content appropriate for church ministry and/ or the disclosed mandate of the rental group.
- c) No later than five (5) business days prior to the event, client's personal technology should be tested, or videos, slides, and media files delivered to LPC, to ensure compatibility with our audio/visual equipment. LPC cannot guarantee late requests will be compatible

12. Parking

- a) Event parking is restricted to the spaces provided on our property only. Street parking falls under the jurisdiction of the District of Saanich parking by-laws. The client is not permitted to park on neighbouring properties.
- b) LPC is not responsible for vehicles or property lost, stolen or damaged.

13. Animals

- a) LPC welcomes service animals and, within reason, support animals in areas that are open to the public. The client should inform LPC of these animals on premises. Other animals are not permitted. On occasion, support animals may be excluded in certain circumstances, at the discretion of LPC or the client.

14. Authority

- a) The client warrants that the representative signing their agreement has the full authority to sign and commit the client to the terms and conditions. The individual(s) executing this agreement on behalf of the client must be the age of majority.

15. Definitions

- a) Here are the definitions of some of the words used in this Agreement. The words are in their singular form, but the definitions also apply to plural forms of the words.
 - i) "we", "our", "us", "LPC" or "the Church" refers to Lambrick Park Church.
 - ii) "agreement" or "rental agreement" is the signed estimate plus the signed (and each page initialed) Facility Use Policy. "you", "the client" and "renter" means the person(s) or organization(s) entering into a rental agreement with LPC.
 - iii) "facility" is the building located at 1780 Feltham Road, owned by Lambrick Park Church.
 - iv) "premises" is the property and building located at 1780 Feltham Road, Victoria BC V8N 2A5 owned by LPC.
 - v) "service animal" is a service animal if: it is visibly apparent that the person requires the animal for reasons relating to disability; or the person provides an identification card, or a letter from a healthcare practitioner, confirming that the person requires the animal for reasons relating to a disability.
 - vi) "support animal" is a support animal that provides emotional support for comfort and security. However, it does not have training for specific tasks.
 - vii) "corporate event" is a trade show, seminar, conference, an appreciation event or similar programming hosted by a company for its staff or associated businesses