

## **1. Cancellation Policy**

All cancellations must be received in writing. Bookings will not be removed from the system unless a written cancellation has been received. If you have sent a cancellation and have not received a Cancellation Confirmation please contact our office, as applicable charges will apply.

- The booking contract must be confirmed or cancelled 21 business days (Monday to Thursday) prior to the meeting date.
- Clients are invoiced 50% for bookings cancelled less than 14 business days before the event date
- Clients are invoiced 100% for bookings cancelled less than 7 business days before the event date

## **2. Termination**

If the premises of Southwood United Church (Southwood) or any part thereof are destroyed or damaged by fire or any other cause, or in Southwood's opinion rendered unusable by any other unforeseen occurrence, then this license shall terminate and the Licensee shall pay all costs incurred or committed to Southwood in respect to use by the Licensee prior to termination and the Licensee waives any claim for damages or compensation. Southwood shall have no liability hereunder for failure to fulfill its obligations for reasons beyond its control.

If the Licensee fails to pay any sum due to Southwood or fails to perform or observe any part of this agreement, Southwood shall be entitled to terminate this license without notice. Southwood reserves the right to retain any or all of the damage deposit towards payment of outstanding fees owed at the time of termination.

The Licensee acknowledges that it has provided to Southwood information with respect to the use to be made of the licensed premises. In the event that the use is not consistent with the information previously provided to Southwood (which determination shall be made solely by Southwood), Southwood may, without notice to the Licensee, immediately terminate this agreement without liability to the Licensee. Southwood reserves the right to retain any or all of the damage deposit towards payment of outstanding fees owed at the time of termination.

## **3. Payments**

Unless otherwise negotiated, One-Time Rentals payments are due on or before the date of the event, and for Long-Term Rentals payment is due monthly. Should additional charges be incurred above and beyond the contract the Licensee will be invoiced accordingly. Payment is due upon receipt.

## **4. Rates**

An 18% admin/caretaker fee will be added to all invoices. Southwood reserves the right to change booking rates based on current market conditions.

## **5. Insurance**

The Licensee will furnish, at least two days prior to the event, a certificate of insurance showing general liability coverage in an amount of not less than \$2,000,000 and Tenant's Legal Liability of not less than \$1,000,000 in a form satisfactory to Southwood, with Southwood listed as additional insured, and containing a waiver of subrogation in favour of Southwood. The Licensee shall not permit anything at Southwood that will in any way increase the rate of insurance of Southwood.

## **6. Liability & Licensee Goods**

If the Licensee/Licensee's attendees damage rented equipment, space, or common areas of the building, a fee will be charged to the Licensee to cover repair expenses. Expenses to cover damaged/stained carpets by the Licensee will be added to the Licensee's contract.

Due to liability, Licensee must not move furniture or handle rented audio visual equipment. The facility is not responsible for any possessions or materials left unattended before, during, or post events.

Southwood shall not be liable for any losses of property received in advance of the Licensee's event unless claims arise from the negligence or willful misconduct of Southwood, its agents, employees or representatives. The Licensee will be granted space to store one (1) box of equipment for the duration of their rental. The Licensee shall remove all such property immediately following the completion of their event or Southwood shall remove and store same at the Licensee's expense plus a 20% administration charge.

## **7. Indemnity**

The Licensee does agree to indemnify and save harmless Southwood, and its officers, officials, agents, members, trustees, and/or employees with respect to any and all claims for injury, liability, or death of any person or persons arising by reason of, or in any way connected with, the entry of any person into the building and/or the property of Southwood, whether prior to, during, or after the use of said premises and whether directly or indirectly caused by any act or omission or negligence of Southwood, its employees, or agents.

## **8. Notices**

Any notice required or permitted to be given by either party shall be deemed delivered upon arrival by mail, fax, courier, registered post, or email. Any notice shall be given to the address set out above.

## **9. Time of Essence**

Time shall be of the essence with respect to all of the obligations of the Licensee under this license agreement.

## **10. Legal Proceedings**

If Southwood is at any time compelled or elects to commence, prosecute, or defend any action of proceeding based upon any default of the Licensee under this agreement, those expenses, including solicitor and client costs paid by Southwood together with all interest and damages shall be paid by the Licensee on demand as a debt due and owing to Southwood in addition to any amounts payable under this agreement.

## **11. SOCAN/RE:SOUND**

Registration with and payment of SOCAN and/or RE:SOUND fees is the responsibility of the Licensee and must be completed within six months of the event. For more information visit [www.socan.ca](http://www.socan.ca) and <https://www.resound.ca/>.

## **12. Use of Sanctuary / Other Space**

Use of the sanctuary is permitted at the discretion of Southwood's Senior Minister and in accordance with the policies outlined in Schedule A, to which the Licensee agrees to comply.

Southwood has the right to move clients to another room based on space requirements.

The use of tacks, nails, or pins to hang paper, signs or other materials is not permitted. Painters tape/Post-it notes are permitted on whiteboards, glass, and windows only. If banners and signage are required, please clear these needs with the office prior to the event date.

Licensee is required to leave the room(s) in the condition it was found, normal wear and tear excepted; otherwise a clean-up fee will apply.

## **13. Alcohol, Smoking/Vaping**

Southwood is a smoke/vaping/alcohol-free facility. Smoking is only permitted outside in the Designated Smoking Area, as indicated by appropriate signage.

## **14. Environmental Impact**

Southwood strives to be a GREEN facility and thus requires all user groups to minimize their use of non-compostable/non-recyclable materials for their event use, including cutlery, plates, and/or cups/glasses. Failure to

comply will result in an eco surcharge being applied to the Licensee's final invoice. Licensee will correctly sort and dispose of all materials in the provided bins.

#### **15. Audio/Visual Equipment / Use**

Licensees who rent audio/visual equipment from Southwood will be responsible for the cost of repairing or replacing equipment if damaged while in their use. If audio/visual equipment is required, an additional charge for a technician will be added to the Invoice.

#### **16. Invoicing**

Southwood will invoice the Licensee in the week leading up to the event; if additional costs are incurred during the event an additional invoice will be provided.

#### **17. Delivery of Materials**

The Licensee is responsible for making advance arrangements for materials to be delivered to Southwood.

#### **18. Concurrent Use**

Southwood reserves the right to allow the concurrent use of the facility during the time of use by the Licensee, providing such other use shall not unreasonably interfere with the use of the portion of Southwood used by the Licensee.

#### **19. Blackout Dates**

At times throughout the year Southwood will require that the Facility be unavailable to all renters in order to run its own programs. Southwood will endeavour to provide these dates as far in advance as possible and will ensure at least fourteen (14) business days' written notice is provided.

#### **20. No Assignment**

The Licensee shall not assign, sublet, sub-license or otherwise part the premises or any part of this License Agreement without the prior written consent of Southwood.

#### **21. Comply with Laws, Rules, and Conditions**

The Licensee shall comply, at its own expense, with all the laws of Canada and the Province of Alberta and all City Bylaws (i.e. Noise after 10:00 PM), and of all other governmental and regulatory authorities, and with all rules and requirements and conditions of the police, fire, or the government departments, and Southwood, and will obtain and comply with all permits, licenses, and other legal authorizations required in connection with the event for which this license is granted.