

DETWEILER MEETING HOUSE INC.

RENTAL AGREEMENT

*The Detweiler Meetinghouse is available for functions that respect
the work and spirit of early Waterloo County Mennonites*

THIS RENTAL AGREEMENT dated _____

between Detweiler Meetinghouse Inc. (“DMH”), and

_____ (the “Applicant”)

1. DMH hereby grants to the Applicant a limited and revocable **licence** (the "**Licence**") to use the Church for the **Event**, together with the right to use in common with others the parking areas (collectively, the "**Common Areas**"). The **Licence** permits the Applicant to use the Church only for the **Event** on the **Event Date** (hereinafter defined) during the **Event Hours** (hereinafter defined), subject to, and upon all of the terms, covenants, and conditions contained in this **Agreement**. The **Licence** shall not, under any circumstances, be coupled with an interest in the Church. The Applicant acknowledges and agrees that no more than Ninety (90) individuals in the aggregate (including, without limitation, Applicant’s invitees, employees, guests, contractors, service providers, or others connected, whether directly or indirectly, with the Applicant) (individually and collectively, the "**Guests**") will occupy the Church.
2. **Rental Cost:** The cost of rental for the Detweiler Meetinghouse (the “**Church**”) is \$_____ (the “**Rental Fee**”). The booking will be confirmed upon receipt of a non-refundable deposit, equal to 20% of the Rental Fee delivered with an executed copy of this Agreement. The Rental Fee must be paid at least 2 weeks in advance of the rental date failing which the deposit is forfeit and the requested date lost. Cheques shall be payable to “Detweiler Meetinghouse Inc.”

Once the Rental Fee has been paid in full by the Applicant, notwithstanding that the deposit was stated to be non-refundable, the said deposit shall be treated by DMH as a Security Deposit as security for the return of the Church and Common Areas in the same condition as the Church and Common Areas were turned over to the Applicant for the Event.

DMH shall refund the Security Deposit to the Applicant within thirty (30) days after the **Event Date** if the Church and the Common Areas are left in the same or similar condition as delivered to the Applicant; provided, however, all or a portion of the Security Deposit may be retained by DMH if any repair and/or excessive cleaning is needed at the Church or the Common Areas by reason of the **Event** to bring the Church, the Common Areas, or both to the same or similar condition as delivered to the Applicant: (i) the Security Deposit will be applied by DMH to the costs of such repair and/or cleaning; (ii) any portion of the Security Deposit in excess of the application described in subparagraph (i) herein shall be returned to the Applicant; and (iii) if the Security Deposit is insufficient to reimburse DMH for such costs, the Applicant shall be responsible for any deficiency, which shall be payable to DMH within TEN (10) days after the Applicant’s receipt of written demand for same. This Section shall survive termination of this **Agreement**.

3. **Rental Details:**

- a. **Date of Rental:** _____
- b. **Time of Rental:** _____
- c. **Purpose of Rental:** _____ **(the "Event")**
- d. **Rehearsal Date if Event is a wedding:** _____

Weddings only: Rental of the Church is for a period of 3 hours on the date of Rental, plus a 24-hour period beginning 24 hours prior to the time of the beginning of the Time of Rental for set-up purposes. The rental rate includes a one-hour rehearsal period, the date and time to be confirmed one month in advance of the wedding on a first-come, first-served basis.

- 4. **Capacity:** Seating capacity of the Church is **90**. We ask that you respect the fact that the building and many of the contents are historic and cannot be moved or removed except for the backless benches which may be moved within the Church building.
- 5. **Supervisor:** A representative of DMH (the "Supervisor") will be available for facility-related questions prior to the event. Availability shall be by phone, email or in person at the discretion of DMH. If needed by the Applicant, the Supervisor shall supply a key to open the Church which must be returned within 24 hours after the end of the Rental. A key deposit of \$50.00 shall be paid by the Applicant to DMH when the key is turned over to the Applicant to be returned when the key is returned to DMH within the 24-hour period.
- 6. **Decorations:** All decorations must be placed within the 24-hour rental period and removed immediately after the Time of Rental. Any decoration plans are to be discussed and approved by the DMH Supervisor prior to the Time of Rental. No decorations or other objects may be taped, glued, tacked or otherwise affixed to pews, other furniture or walls. Taking of photographs is allowed in the Church. The throwing of rice, confetti or other matter is not permitted inside or outside of the Church. The wood-burning stoves may not be lit. Fires are not allowed anywhere on the property. Only battery-operated candles may be used in the Church or Common Areas.
- 7. **Music:** The Applicant may bring and use musical instruments or electronically recorded music in the Church, but extension cords and other necessary equipment must be supplied by the Applicant. It is the Applicants responsibility to pay SOCAN (Society of Composers, Authors and Music Publishers of Canada) fees for any copyrighted music performed during the rental period.
- 8. **Alcohol:** The consumption of alcoholic beverages is not permitted in the Church or on the grounds.
- 9. **Smoking:** Smoking is not permitted in the Church or on the grounds.
- 10. **Food and Drinks** must be prepared in advance and brought in. There are no cooking or serving facilities in order to maintain the ambience of the meetinghouse.

11. **Garbage:** The Applicant is responsible for leaving the Church and the grounds in the same condition of cleanliness and repair in which it was found prior to the rental period. Garbage bags are supplied by DMH and all garbage is to be removed from the Church and Common Areas after the completion of the Event
12. **Parking:** Cars may be parked in the parking lot at the rear of the Church or along the side of the roadway, leaving the driveway itself clear. No parking is permitted at any time on any part of the cemetery grounds.
13. **Signage:** The Applicant may place signs on the side of roads leading to the Church and on the Church grounds for directional purposes, and must remove all such signs within the rental period.
14. **Clergy and Services:** The Applicant is responsible for obtaining clergy officiant if necessary. DMH may provide names of contacts for clergy, musicians and other services, but is not responsible in any way for any cost or booking arrangements related to such services. Such contact information is provided as a convenience only and is not an endorsement by DMH. DMH is not responsible to provide any services or facilities save and except those as specifically provided under this Agreement.
15. **Insurance:** The Applicant and the Applicant's Service Providers must each provide DMH, no later than fourteen (14) **days** prior to the **Event Date**, with a certificate of insurance evidencing **event** liability insurance that provides bodily injury and property damage insurance coverage for all bodily injury, property damage, personal injury, and other claims, losses, or damages arising out of or in connection with, in whole or in part, the use or occupancy of the Church, the Common Areas, sidewalks, and other appurtenances to the Church, by the Applicant, Applicant's Service Providers (if any), or any other employee, agent, representative, or invitee of the **Event**. The insurance required hereunder shall have a single limit liability of not less than TWO MILLION DOLLARS and general aggregate liability of not less than FIVE MILLION DOLLARS and shall name DMH as an additional insured.
16. **Termination:** DMH reserves the right to terminate this Agreement and the use of the Church and the Common Areas immediately, and requires the Applicant or any or their guests or agents to leave the property, without any refund whatsoever, if any provisions of this Agreement are breached, or the use or activities of the Church are contrary to "**community standards of decency**" as determined by DMH.
17. **Liability:** The Applicant hereby agrees to abide by, and to ensure his or her guests and agents abide by, all laws, statutes, regulations and by-laws of all authorities having jurisdiction over the Church and the Applicant. If the Applicant is comprised of more than one person, the obligations hereunder shall be joint and several. DMH, its agents, directors, officers, employees, volunteers, contractors or representatives (the "**Agents**") shall not be liable in any way whatsoever to the Applicant for any damage, loss or injury to the Applicant, their guests and invitees or their property which may occur in connection to or in furtherance of this Agreement.
18. **Indemnity:** The Applicant, both during and following the term of this Agreement, will indemnify and save harmless DMH and its officers, directors, employees and agents (collectively "**Agents**") from any and all actions, suits, claims and demands, whether at law or in equity, which may be brought against or made upon DMH or its Agents, and from any and all losses, costs,(including reasonable legal fees) claims for damages, charges or expenses which may be incurred, sustained or paid by

DMH in consequence of the rental of the Church or otherwise by reason of the exercise of the Applicant or the Applicant's guests and invitees, howsoever arising, of the permission hereby granted. The Applicant in addition shall grant to DMH the full power and authority to settle any and all actions, suits, claims and demands on such terms as DMH may deem advisable and the Applicant hereby covenants and agrees to pay DMH on demand all monies paid by DMH in pursuant of such settlement and any such sum as shall represent full costs of DMH in defending or settling any such action, suits, claims or demands.

19. **Access and Right of Entry.** DMH shall have the right to enter the Church at any time, without the consent of the Applicant, for any reasonable purpose, including any emergency that may threaten damage to the Church, or injury to any person in or near the Church.

I hereby certify that I have read the terms and conditions contained in this Agreement and agree to be bound and abide by all terms and conditions contained herein, and will notify all my guests, invitees and agents of such terms and conditions of this Agreement.

APPLICANT NAME: (1) _____

(2) _____

APPLICANT ADDRESS: (1) _____

(2) _____

APPLICANT SIGNATURE: (1) _____

(2) _____

DATE: _____

DETWEILER MEETINGHOUSE INC.

Per: _____

DATE: _____