

Dated:

# **OUTDOOR FACILITY USE AGREEMENT**

BETW	EEN:
	Freedom in Christ Pentecostal Assembly 1643 Bleams Road, Kitchener, ON N2E 3X8
	Phone: 519-741-5675
AND:	
	Facility User

### **WHEREAS**

Freedom in Christ Pentecostal Assembly (Freedom Church) is the registered owner of the lands, buildings and facilities at 1643 Bleams Road, Kitchener, ON, N2E 3X8. Freedom Church operates the facilities for use by members and adherents of the church and for public ministry and community outreach to others who agree to abide by the terms of this agreement.

The parties agree as follows:

### A. License

Freedom Church agrees to provide the facility user the portion of the outdoor facility and/or equipment for the event at the date(s) and times set out in the *Outdoor Facility Usage Summary*.

## B. Terms and Conditions of Usage

The following terms and conditions of usage apply to the facility user and all persons attending the function.

- 1. The facility user acknowledges that the facilities are a religious facility in support of the religious missions of the church. The facility user acknowledges that Freedom Church operates the facilities primarily for use by members and adherents of the church and for others who agree to abide by the terms of this agreement.
- 2. Smoking, the consumption of alcohol, and the consumption of non-prescription drugs is prohibited on the church property. Facility users will not participate in gambling on the church property.
- 3. There is no obligation on the part of Freedom Church to provide medical personnel or medical supplies. If any person attending a function held by the facility user has an accident, medical emergency or requires medical attention of any kind, the facility user will bear full responsibility for such event and its cause and consequences.
- 4. Freedom Church will not be responsible for any damages to or loss of property of the facility user or attendees.
- 5. All facility users must ensure that there is adequate on-site adult supervision (18 years of age or older) for the duration of the requested event. Please see our Plan to Protect Policy for required adult to child ratio.
- 6. The facility user assumes full responsibility of the proper conduct and supervision of any activities and for any claim arising out of improper supervision or conduct of activities.

- 7. Freedom Church will not be responsible for any injuries, including death, that may be suffered by attendees, the facility user or the facility user's representatives, arising out of use of the premises or equipment.
- 8. Facility users will not bring any pets or domestic animals onto the premises without express written permission.
- 9. All attendees must stay in the areas designated for the event.
- 10. If there is any damage to property and/or equipment incurred by facility users, the facility user is responsible. All breakages/damages must be reported to the office.
- 11. Vehicles may only be parked in designated parking areas and must comply with all municipal/region by-laws.
- 12. If the facility user is a company, organization or association, they will be required to have comprehensive general liability insurance with coverage for any one occurrence of claim of not less than \$1,000,000. If requested by Freedom Church at any time prior to the function, the facility user will provide to the church evidence of one of the following: special event insurance or commercial liability insurance.
- 13. Facility Use Agreements are non-transferable and must be used by the organization or individual it was issued to. Facility Use Agreements are only valid for the activity specified on the agreement.

# C. Disclaimers

- 1. Facility use of any group does not mean that Freedom Church endorses the beliefs and practices of the group.
- 2. If information provided in the rental agreement is discovered to be inaccurate, the event may be cancelled without notice, even if in progress, without refund of applicable fees.

D. Acknowledgement			
Facility User Name	Signature		
Freedom Church Staff Name	 Signature		
 Date			