



PARKMINSTER UNITED CHURCH - FACILITIES USE APPLICATION

275 Erb Street East, Waterloo, ON N2J 1N6

519-885-0935 ext. 21

parkuc@golden.net

www.parkuc.ca

Office Hours: Monday - Friday, 9AM to 2PM

Thank you for your interest in our facility. If you are not familiar with our building, we invite you to book a tour with our Office Administrator – before completing this document – to see if the space will meet your needs. Parkminster is a fully accessible building.

To proceed with your application, please return it completed & signed to the church office by email or mail. Your application will be reviewed by the Property Committee and our Office Administrator will contact you regarding next steps. Please allow up to five business days for a response.

Parkminster has the right to refuse to share its facilities if there is anticipated risk/damage to the property or if the organization/event violates United Church of Canada principles.

AFFIRMING COMMITMENT - as per Council, Nov. 19, 2019

Parkminster United Church is an affirming congregation within the United Church of Canada. As such we are committed to being a community of authentic welcome, acceptance, and safety for gay, lesbian, bisexual, transgendered, transsexual, and heterosexual persons. We continue to celebrate the ways that our church community is enriched by the diversity and unique gifts each person brings who joins and shares in our life and work. Our commitment is grounded in a vision of acceptance, inclusion, and affirmation of the many expressions of our common humanity including sexual orientation and gender identification. As an affirming community we seek to:

- Explore and celebrate our spirituality together as people of every age, gender, race, sexual orientation, gender identity, mental or physical ability, marital status, economic or cultural background.
- Communicate clearly that our church celebrates and affirms the inclusion of heterosexual, gay, lesbian, bisexual, transgendered and transsexual persons, their families, and friends with respect to church membership, celebrating life passages (including services of marriage), leadership and all church activity.

We accept the invitation to share this facility, knowing and respecting Parkminster United Church's Affirming Commitment, to make a safe place for persons of all sexual orientations, gender identities, ethnicities, religions and language or any other distinguishing characteristics, and I commit myself and the organization I represent to respect this commitment and maintain the facility as a safe place for all people. I further commit to share this information with any volunteers or staff who are involved with my organization.

Signature of acceptance

EARTH CHARTER COMMITMENT - *as per Council, Jan. 21, 2020*

The Earth Charter Initiative is seeking to develop a world-wide base of support for the Earth Charter. The initiative is promoting the use, implementation, and endorsement of the Earth Charter by individuals and organizations in all sectors of society. Parkminster United Church has pledged to join the global partnership for a just, sustainable, and peaceful world and to work for the realization of the values and the principles of the Earth Charter: ecological integrity, social and economic justice, respect, and care for the community of life, and democracy, nonviolence, and peace.

In the spirit of the Earth Charter, we invite you to share this facility honouring this commitment and keeping these principles in mind:

Parkminster has a commercial kitchen and therefore all Region of Waterloo Health Department rules must be followed. All dishes, cutlery and glasses must be washed either in the dishwasher or by using the three-sink dishwashing method. If disposable dishes must be used, give priority to green-bin compostable products (e.g., paper plates vs. polystyrene).

Parkminster is encouraging the reduction of single-use plastic products. Bring your own water bottles and fill from our bottle-refilling station. We have wonderfully clean water in Waterloo! Please do not serve or use bottled water. Avoid using plastic bags if possible.

Parkminster uses the Region of Waterloo 3-stream waste management system (i.e., blue box, green bin, garbage). Follow instructions posted in the kitchen.

Use water sparingly. Be sure that taps are turned off and that taps are not run needlessly.

On sunny days, consider using natural light for your gatherings. If the light is dim, consider using only as many lights as are needed. Turn off ALL lights when leaving a room.

We accept the invitation to share this facility, knowing and respecting Parkminster United Church's Earth Charter Commitment, and I commit myself and the organization I represent to respect this commitment.

Signature of acceptance

RESPECT OF CHURCH GROUNDS – *added October 2022*

Parkminster has a Memorial Garden at the front of the property and a community Labyrinth located at the back of the property. We also have beautiful flowers and trees that have been planted to enrich our space. These areas are sacred and are to be treated as such. The Memorial Garden is a quiet place for members to remember their loved ones who have passed away. Names of past members can be seen engraved on the marble structures in the garden. The Labyrinth is a foundational part of the community and available for everyone to use in a peaceful manner. Rough housing, running, jumping in these areas is restricted. If anyone is found participating in this type of activity could risk your reservation being cancelled. We invite you to use our grassy areas for physical activities. Individuals under the age of 18yrs must always have adequate adult supervision.

I will respect the sacredness of the church property and ensure my participants do the same.

Signature of acceptance

USER CONTACT INFORMATION

*This is the **point-person for the event/program**. This individual is required to be at the event or every program session. All individuals under the age of 18yrs must always have adequate adult supervision.*

FIRST & LAST NAME	
EMAIL	
PHONE	
ADDRESS	
NAME OF GROUP	

Are you applying as a: **TENANT** OR **COMMUNITY GROUP (sponsored by Parkminster)**

If sponsored, please print the name of the person you spoke with: _____

DESCRIPTION OF USE/DATES

ACTIVITY	
# OF PARTICIPANTS	
ONE-TIME DATE	
MULTIPLE DATES	
START/END TIME*	

***Monday to Saturday: 8AM to 10PM; Sunday: 2PM to 10PM.** Your reservation time block must include time for you to set-up/take down and clean after use.

ROOM PREFERENCE

- Family Room (upper hall) – no food or beverage permitted in this space
- Sanctuary Audio/Visual equipment (a Parkminster volunteer must operate)
- Fellowship Hall/Gymnasium (main floor)
- Kitchen - **Storage of food or kitchen supplies is not permitted. All food, supplies, garbage and recycling must be removed by the User at the end of every day.**
 - China Dishes/Cutlery
 - Dishwasher
 - Stove
 - Refrigerator (day use only) items: _____
 - Freezer (day use only) items: _____
- Double Classroom (basement) Corner Classroom (basement) Chapel/office space (basement)

OTHER NEEDS:

- Lift Use: YES (a key will be provided to you) NO
- Furniture: Tables: # ____ Chairs: # ____ (Note: User is responsible for set-up & take-down)
- Picnic Tables: YES: # ____ NO
- Internet? YES – reason: _____ NO

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2023 FACILITY FEES (subject to change without notice)

ROOM	ONE-TIME	RECURRENT USE	
		1/2 day (up to 4hrs)	full day (over 4hrs)
Chapel	\$ 60.00	\$ 45.00	\$ 45.00
Corner Classroom	\$ 85.00	\$ 50.00	\$ 65.00
Double Classroom	\$ 105.00	\$ 65.00	\$ 80.00
Double + Corner Classroom together	\$ 150.00	\$ 90.00	\$ 105.00
Family Room	\$ 90.00	\$ 60.00	\$ 60.00
Family Room + Sanctuary	\$ 280.00	\$ 185.00	\$ 185.00
Gym			
> up to 4hrs	\$ 240.00	\$ 85.00	\$ 105.00
> \$60/hr after 4hrs (1x use)	\$ 60.00	\$ 85.00	\$ 105.00
Kitchen (incl. stove, fridge, dishwasher)	\$ 100.00	\$ 80.00	\$ 100.00
> dishes	\$ 30.00	\$ 30.00	\$ 30.00
Sanctuary	\$ 250.00	\$ 155.00	\$ 155.00
> with A/V operator	\$ 100.00	\$ 100.00	\$ 100.00

ONCE APPLICATION IS APPROVED THE FOLLOWING MUST BE PROVIDED TO SECURE YOUR RESERVATION:

- \$25 Refundable Key Deposit** for front door (and lift, if needed). This refund is provided at the end of the event/program if the key is returned the same day or the next business day after the event/program has ended.
 DATE PROVIDED: _____ PYMT METHOD: _____
- \$125 Refundable Damage/Cleaning Deposit:** The group is responsible for any damage that occurs to the facility or equipment because of use (reasonable use excepted). An inspection will be done by Parkminster after use. If excessive cleaning is required or damage has occurred, an estimate of costs for repair will be determined by Parkminster. The user will be contacted, and the deposit will not be returned.
 DATE PROVIDED: _____ PYMT METHOD: _____
- Copy of Certificate of Insurance** – minimum \$2million liability coverage including Parkminster United Church as an additional named insured on the policy (Certificate Holder).
 DATE PROVIDED: _____ EXPIRY: _____

A week prior to your program/event start date, our Office Administrator will contact the User to arrange a time to pick up a key and receive training on the alarm system.

I AGREE TO THESE CONDITIONS TO SECURE MY RESERVATION: _____

TERMS and CONDITIONS

Names of Reference: *Parkminster United Church shall be referred to as “Parkminster”. The tenant/community group shall be referred to as “User”. The Office Administrator shall be referred to as “OA”.*

The following terms and conditions are noted in alphabetical order for ease of use:

ACCESSIBILITY

Parkminster is a fully accessible facility. Many accessible parking spots are available leading to a low-grade sloped ramp with railings. Main entrance doors are fully automatic with push buttons on the exterior and interior. Several gender-neutral washrooms are located on the main floor, in addition to a lift (requires a key) which operates between all levels.

BUILDING COMPLIANCE & SECURITY:

Security procedures will be provided once the User has received a building key.

The User agrees to comply with all building and fire regulations and rules adopted by Parkminster. The User agrees to use only the assigned areas (indoors & outdoors) and entrances and exits. At times many groups are running programs in the building at the same time. Please be respectful of your neighbour and remain in your designated area – participants are not permitted to roam throughout the building. The User is responsible for remaining at the main doors to direct their participants to the reserved room. The doors are to always remain locked. Please do not prop doors open for latecomers. Anyone late to arrive is to use the doorbell.

- **Alarm:** The OA will provide training and a 4-digit code to the User. This code is not to be shared with anyone. *Should difficulties arise, contact church member Mark Dunbar at 519-502-7680 immediately and describe the problem.*
- **Checklist:** Every day before leaving the building, the User will complete a *blue checklist* found by the front doors in the main lobby. Please check the boxes that apply to the area you occupied.
- **Key:** The User will be assigned one key to the building and if needed, a key to the lift - both keys must be signed for. The key(s) are not to be loaned out to anyone. To obtain/return a key, contact arrangements will be made through the OA. Suitable arrangements must be made for the key to be returned the day of or the next business day following the event/program. *If key(s) are not returned within that period, the \$25 key deposit will not be refunded.*

CANCELLATIONS:

By Group:

- **One-time Rental:** Parkminster will refund payment in full for any event which is cancelled, provided 72 hours (3 business days) advance notice of cancellation are given to the OA. If this notice is not given, Parkminster may charge a fee of up to 1/3 of the total event fee as costs for the cancellation.
- **Recurring Rental:** Parkminster will refund 80% payment for any dates cancelled in the contract, provided notice of 14 business days is given to Parkminster Office Administrator. If sufficient notice is not provided (less than 14 days), Parkminster will hold back 50% of the required fee. *Note: This does not apply to bad weather days or illness. In these cases, there will be no penalty and you will not be charged for the missed day(s).*

By Parkminster:

- The church reserves the right to pre-empt any facility use for its own purposes (i.e., funeral). Notice will be provided by the OA as soon as possible. It is up to the User to make alternate arrangements. In such cases, the fee will not be billed/or it will be refunded if pre-paid.
- Parkminster 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 User in this application; such that the actual event materially contravenes this Agreement, in which case Parkminster shall repay in full any deposit paid by the User without further liability of either party.

CONCERNS:

Please bring any questions/concerns directly to the OA via email (parkuc@golden.net). The OA will relay the matter to the Property Committee. Please allow a few days for a response.

DAMAGE:

It is the responsibility of the User to report any damage to equipment or the building to the OA immediately. Please do not leave a voice message or a note. An email explaining the matter, along with a photograph is required. The OA will bring the matter forward to the Property Committee to next steps. Refer to “refundable damage deposit” for further details.

FEES:

The schedule of fees has been approved by Parkminster Church Council and are subject to change without notice. Typical rental fees are valid January – December and are re-evaluated at the end of the year. Fees associated with schools are re-evaluated in September and are valid for the school year (i.e., September – June).

- **Method of Payment:** Payment may be made by cheque payable to “Parkminster United Church” or via e-transfer (parkuc@golden.net).
- **Due Date(s):**
 - *One-time Use:* An invoice will be issued one week prior and is due before the start date of the program.
 - *Recurrent Use:* Invoices will be issued monthly. Payment is due the first of the month.
- **Music Concerts (SOCAN fees):** SOCAN (Society of Composers, Authors, and Music Publishers of Canada) now ENTANDEM, strives to ensure it receives all fees properly due and requires that publicly shared music is registered with them. If the User is holding a concert, a program listing the music, and if selling tickets, the cost per ticket must be provided to the OA. The OA will complete the ENTANDEM report calculating the fee to be paid. *The User is responsible for paying the SOCAN fee to the church office. The OA will forward the payment to ENTANDEM on the User’s behalf.*

KITCHEN USE:

Parkminster's kitchen is Public Health approved and complies with all rules and regulations set out by the Regional Municipality of Waterloo Public Health Unit. The User is expected to comply with the rules in effect. A tour of the kitchen & operation of appliances can be arranged with the OA.

If approved, the User may have day use the refrigerator, freezer, stove/oven, microwave, dishes, and cutlery. **All items (food & supplies) must be removed by end of the day – every day. Storage of food and supplies is not permitted.**

KITCHEN USE continued:

- **Stovetop:** Under the direction of the Fire Prevention Department of Waterloo, Parkminster falls under a section of the Ontario code for the use of kitchens. Cooking anything that would produce “grease-laden vapours” is strictly prohibited. This includes foods like bacon, sausage or any food that would produce the grease-laden vapours. This also means no oil or butter may be used on the top of the stove (i.e., sautéing onions). Should you wish to boil anything, a maximum of two burners is allowed. There is an exhaust fan located over the fridge. Be sure to turn it on when cooking. The switch is located beside fridge & small sink. The kitchen door may be opened as well to help with ventilation.
- **Dishes & Cutlery:** We recommend the User bring their own recyclable plates & utensils, however if the User has received permission to use the church dishes and cutlery, please follow these care instructions:
 - **Dishwasher:** Arrangements must be made through the OA to receive operation instructions, **OR,**
 - **Wash by Hand:** As per the Region of Waterloo Public Health Unit, use the 3-sink method to ensure sterilization (wash-rinse-sanitize with hot water). Please bring your own dish soap, dish cloths & towels.
- **Garbage:** All garbage generated by the User must be removed by the User upon leaving the building. Any garbage not removed may be subject to a disposal fee at the discretion of the Property Committee. Parkminster United Church is bound by Region of Waterloo Waste Management Bylaws.
- **Recycling:** All recycling generated by the User must be removed by the User. Fees may apply if recycling is not removed upon leaving the building.

INSURANCE

Parkminster maintains all risk insurance with respect to its equipment and property as well as comprehensive general liability insurance for bodily injury and property damage arising out of Parkminster use, occupation, or operation of the premises. The User shall place the following insurance and provide Parkminster a Certificate of Insurance confirming such placement, and naming Parkminster as an additional insured.

- a) All risk insurance, including without limitation, fire, extended coverage, and malicious damage insurance for the full replacement value of the renter'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 User's use or occupation of the premises. Such insurance shall be for not less than \$2,000,000.00 (million) single occurrence.
- c) User's legal liability insurance in an amount of not less than \$2,000,000.00 (million)
- d) Parkminster can provide the following link to anyone who would like to rent church and requires event liability insurance: <https://www.hubinternational.com/en-CA/programs-associations/united-church-of-canada-event-insurance/>
- e) Homeowners are encouraged to inquire if their liability coverage would extend to their event at Parkminster. An option of placing a rider on homeowners' insurance may be suggested by agent. The User is responsible for providing the OA with proof of insurance including this rider.

Waiver of Liability: Excepting an event of misconduct or negligence by Parkminster or its agents, the User covenants that it will not hold Parkminster, its board or its employees responsible for any medical or personal injury, or any other loss or damage and hereby waives any claim against Parkminster. The user acknowledges that it is its responsibility to take the necessary steps for insuring against personal injury,

loss, property damage, or other loss of damage that might be incurred by it or the people at Parkminster during the event.

Indemnity: In consideration of the grant of permission by Parkminster to use the requested facility area(s), the User agrees and undertakes to indemnify, hold free and harmless, assume liability for and defend Parkminster United Church, its affiliates, members, employees, officers and representatives (collectively the "Indemnitees") from and against any and all losses, costs, damages, expenses, and liabilities (statutory and common law) including but not limited to monetary damages, legal fees, investigative and discovery costs, court costs, fines, penalties, increased taxes, and all other sums that any of the Indemnitees may pay or become obligated to pay on account of any, all and every demand for claim or assertion of liability, or any claim or action thereon arising or alleged to have arisen out of the use by the User or any of its guests, invitees or licensees or real or personal property belonging to Parkminster and from any claim or action arising by reason or any act or omission by any of the Indemnitees. The undersigned representative represents and warrants to Parkminster that he/she is duly authorized to execute and deliver this undertaking and thereby to bind the User. The User also undertakes to conduct their activities in a safe and careful manner and assume full responsibility for the conduct of the event and for the safety of persons in attendance at the event.

PROHIBITED ACTIVITIES

- Parkminster is designated a **non-smoking** facility; smoking is only permitted outside the building.
- Parkminster facility and grounds are designated **alcohol-free**.
- Although Parkminster strives to be a nut-free environment, we cannot guarantee it. We ask that people are mindful of others with food allergies.

RENEWALS

The OA will approach the User in December about future reservation needs. Users operating as a school will be approached in June. The OA will provide the information to the Property Committee for review. If approved, the OA will provide confirmation details of the renewal.

STORAGE of SUPPLIES

The User must obtain permission from the Property Committee to bring in outside equipment as it pertains to their specific needs. Such requests can be refused at the discretion of the Committee. If outside equipment is permitted, it must be labelled and stored in a location decided by Parkminster. Parkminster accepts no risk for the User’s equipment. Storage may be subject to an additional fee as decided by the Property Committee.

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 User as per the Terms and Conditions hereof. This document shall not be of any effect unless executed by both parties.

I HAVE READ AND AGREE TO THE TERMS & CONDITIONS.

Signature of acceptance

Signature of Parkminster Representative

Printed Name

Printed Name

