

## **Brooker Baptist Church - Facility Rental Agreement**

1. All requests will be evaluated for both purpose and availability. Brooker reserves the right to refuse use of the church to any organization, group or individual, particularly where use of the facility might be deemed to be detrimental to the Brooker's Ministry.
2. Birthday parties, recitals, baby showers, family gatherings, receptions, wedding showers, marriage ceremonies, etc. are examples of activities that would be considered acceptable uses of the facility. **(Definition of Marriage:** *We resolve that the definition of marriage is a matter of belief, doctrine and religious practice. Our congregation reserves the term "marriage" for the covenant relationship between one man and one woman to the exclusion of all others. Wedding ceremonies, receptions and showers held at Brooker Baptist Church shall be in support of a union under this definition of marriage.)*
3. Brooker reserves the right and sole discretion to provide the facilities free of charge to organizations or like charities, should it be deemed appropriate.
4. Individual or groups for private or personal functions -
  - a) Brooker will provide free use of the facilities for events such as receptions, funerals, weddings, etc. for members or adherents of Brooker. Donations are appreciated.
  - b) Events for all individuals or groups that are not members (or adherents), whether the Minister is officiating or not, will be subject to the fee as set out in the Brooker Baptist Church Facility Booking Form.
5. All groups or individuals will be required to sign a rental agreement which provides for:
  - a) A waiver of legal liability against Brooker for any bodily injury or property damage arising out of the occupant's operations and activities.
  - b) In the case of organizations or businesses, an agreement to furnish Brooker with a Certificate of Liability Insurance, showing the inclusion of Brooker as an additional insured with respect to the occupancy for the time period agreed upon.

6. Facility rental cannot be confirmed until a deposit and the signed agreement are received by a Brooker representative.
7. The use of alcohol is strictly prohibited.
8. No smoking allowed in the building or within 9 metres (30 feet) of any church entrance.
9. Dancing is not permitted at wedding receptions held on site.
10. The use of confetti, rice, etc. is prohibited in or around the building.
11. No animals, with the exception of Service Animals, in the church.
12. Each user group is responsible for the behaviour of their own guests and participants. Any damage done to the church or church property by guests and participants will be the responsibility of the user.
13. Brooker shall maintain liability insurance and inform insurer of its intention to rent facilities. Brooker is not responsible for any items lost or stolen by renting groups.
14. Set up and decorating time, in addition to the time booked for your event, must be scheduled with the Brooker representative, is subject to availability and will be subject to an additional fee. This fee would be waived under the circumstances where decorations are being rented through the church (if applicable).
15. The renter is responsible for leaving the facility in the same neat orderly condition that was presented at time of rental.
16. Fees that reflect both a set fee for usage, as well as an appropriate "donation", in cases of "free of charge" rentals, should individuals wish to make a donation, will be established. The set Rental Fees will be in keeping with appropriate fair market values for facility rentals of similar size and purpose for commercial use and will be reviewed on an annual basis by the Strategic Planning or Finance Committee.

## **Waiver and Disclaimer**

Brooker Baptist Church and its leaders, trustees, officers, employees, volunteers, members and representatives (collectively referred to as "Brooker"), are not responsible for any injury, loss or damage of any kind whatsoever sustained by any person or their property while participating in events or activities either organized by Brooker or an outside party.

In consideration of Brooker allowing the rental party and their guests to use the agreed upon facilities and/or equipment, the rental party or authorized agent agrees on behalf of all participants in the rental event:

I have read and agree to the Brooker Baptist Church Facility Rental Agreement and fee schedule. I have read and agree with the above Disclaimer and Waiver and agree to pay the fees as set out on the Facility Booking Form.

Signature: \_\_\_\_\_ Name: \_\_\_\_\_  
(authorized rental representative) Please print

Date: \_\_\_\_\_ Contact Phone: \_\_\_\_\_