

## FACILITY USE POLICY

### Between the Licensee and the Metropolitan Bible Church



2176 Prince of Wales Drive  
Ottawa, ON K2E 0A1  
(613) 238-8182 [www.metbiblechurch.ca](http://www.metbiblechurch.ca)

#### Definitions:

**Church Ministry Functions** – No Facility costs. Includes marriage ceremonies (and rehearsals) in the Sanctuary or designated room, funerals and modest funeral receptions, and bridal showers for congregants. Fees apply for staff costs as appropriate.

**Private Functions** – Invoiced for Facility and staff costs. Includes wedding or rehearsal receptions, anniversary celebrations, family events, birthdays, reunions, business luncheons, etc. With the approval of the Elders Board, some functions may be sponsored by the church.

**Parachurch Ministries** – A parachurch ministry requesting the use of the Facility may apply to the Elders Board for a waiver or partial waiver of fees. They will normally require a church committee or church member to host the function and be responsible for the event.

**Kitchen Use** – The applicant may request use of the church's kitchen Facility for the purposes of a "warming kitchen" only. Cooking of meals in the church kitchen is not permitted by the applicant unless approval is obtained from the Facility Manager. Supplies belonging to The Met are not to be used by the individual or group or their attendees. Kitchen access is strictly controlled and requires the presence of a trained kitchen coordinator.

#### Fees

The Metropolitan Bible Church does not charge rent for the use of its facilities. However, staffing costs (i.e. custodial, technical support, security and administrative) and facility cost recovery will be in effect where appropriate, and be commensurate to the event. See Fee Chart on page 6 of this document for breakdown of fees. Organizations/individuals may take up offerings, sell tickets or otherwise hold fund raising activities only with the approval of the Facility Manager. **A flat rate of \$1.00 per event attendee** will also be applicable, i.e. 200 attendees, \$200 added to cost recovery. Rates, unless otherwise indicated, are for any part of a calendar day and hourly rates for room costs only may be discounted by 50% after the first 3 hours are paid.

#### Event Attendance

The Metropolitan Bible Church reserves the right to cancel any event where the number of attendees exceeds the agreed upon number and it becomes difficult for The Met to accommodate the larger group in regards to facility or staffing.

## **Advertising**

The Metropolitan Bible Church does not commit to promote or advertise events that are not Met ministry functions. (i.e. external bookings are not published in the church bulletin, inserts, PowerPoint slides, website, or bulletin boards, nor do they receive verbal mention from the pulpit). Request for an exception to this policy can be made with the Church Administrator.

## **Insurance**

Proof of third party liability and property damage insurance is required for all bookings. Where requested by the licensee, and at the licensee's expense, The Met will facilitate the acquisition of such insurance through Robertson Hall Insurance ([www.robertsonhall.com](http://www.robertsonhall.com)).

The licensee, its contractors, and its guests hereby waive any and all claims against the Met for any loss, damage, injury or death that occurs at the event, or on the property of The Met. Further, the licensee agrees to indemnify and hold harmless The Met for any such claims that result from any such act or omission of The Met.

## **Children**

The Met has an abuse prevention policy for children, which is applicable to all activities at The Met. In accordance with that policy, licensees who have children in their care shall be responsible for all children attending the event, and shall keep children with the group and under adult (18 years of age or older) supervision at all times. Upon request, applicants must provide satisfactory proof to The Met, and /or The Met's insurers of a child protection program that will include a police check of the adults in supervisory roles of children.

## **Access**

The Licensee, its guests, contractors, and other attendees will have access only to the facility designated unless otherwise authorized by The Met.

The Licensee, its guests, contractors, and other attendees and any property brought onto the site, may only obtain access to the facility at the time designated by The Met. All items must be removed from The Met at the conclusion of the function.

## **Parking**

All guest vehicles must be removed from The Met property following the event; otherwise vehicles might be towed at the owner's expense.

## **Rules and Regulations**

The Met is first and foremost a place of worship. Other uses to which The Met could be put can be classified as prohibited, or permissible with written consent. The lists are not intended to be exhaustive, but are provided to assist the licensee in determining the suitability of the facility for its intended use.

Activities which are prohibited:

Prohibited actions or omissions of the Licensee or its invitees include, but are not limited to, the following:

1. Anything which may render void or voidable the insurance policies of The Met;
2. Anything which may be contrary to any Federal, Provincial or Municipal laws or by-laws, rules or regulations;
3. The consumption of alcohol and/or illegal substances;
4. Smoking;
5. Gambling;
6. The use of confetti;
7. Any food, drink or gum in the Sanctuary.

Activities requiring written permission:

The Licensee shall not engage in or permit any of the following activities without the prior written consent of the Met:

1. The use of candles;
2. Service of food not supplied by The Met;
3. Re-arranging of plants, pictures, sofas and accent furniture;
4. The sale of merchandise, souvenirs, or any other articles;
5. Commercial filming, or photography, or any kind of media coverage;
6. Fundraising;
7. The use of the name of The Met or the name, logo, designs or marks of The Met in advertising and/or promotion;
8. The use of mechanical equipment;
9. The use of the kitchen;
10. Taping, wiring, stapling or nailing to any wall, ceiling, or floor.

## **Rights of The Met**

The Met reserves the right to exclude the use of its facilities from individuals or organizations that directly oppose the Christian faith, or the expression of that faith as defined in the Statement of Faith of The Met. In the event of

uncertainty, a determination will be made by the Facility Manager or his designate.

This agreement may be terminated by The Met at its sole discretion, at any time, without prior notice to the Licensee for failure of the Licensee to strictly comply with any of the terms and conditions in this agreement.

Officers, agents, employees or volunteers of or authorized by The Met shall have the right at all times to enter any part of the licensed facilities without charge or hindrance in order to perform their duties, but not so as to interfere with the legitimate activities of the event.

Should the booking exceed the agreed upon number of attendee's and it becomes difficult for The Met to accommodate the larger group either with facilities or staff availability, The Met may have to cancel the event.

## **Responsibility of the Licensee**

The Licensee is responsible for all acts or omissions of all its guests, contractors and other attendees of the Licensee.

The Licensee shall adhere to start and finish times of the function and limit themselves only to space reserved for their event.

The Licensee shall at all times keep doorways, marked exits, and fire extinguishers free from any obstruction.

The Licensee shall be responsible for any damage to The Met property that occurs as a result of the function or by the Licensee's guests, contractors or other attendees.

The Licensee shall be responsible for all children attending the event and shall keep children with the group and under adult supervision at all times.

The Licensee shall and shall cause all of its guests, contractors and other attendees to The Met property to at all times comply with all The Met's rules, regulations, policies and requests made by The Met, including any requests or restrictions imposed by The Met which it deems reasonable or necessary in the circumstances.

The Met must be left clean and tidy. All guests, contractors and other attendees must take all belongings when the contracted time is over.

Other restrictions and limitation may also apply to the number of permitted attendees, including fire, safety, service and other rules and restrictions imposed by The Met in its discretion.

## **Liability and Indemnity**

The Licensee shall indemnify and hold harmless The Met from any and all losses, claims, suits and demands arising out of:

1. A non-performance, violation or breach of any term or condition of the agreement by the Licensee, and
2. Any injury or damage to person or property during the Licensee's occupation or use of the facilities except when such injury, loss or damage is occasioned by the gross negligence of The Met, its employees or agents.

The Met will not be responsible for any consequential loss, damage or theft, howsoever occasioned, to any property brought to the facility or The Met by the Licensee, its guests, contractors or other attendees.

All equipment or fixtures of whatever nature brought into The Met by the client shall at all times be the sole and exclusive risk of the client. The Met makes no representation or warranties to the client concerning liability for resulting loss or damage.

## **Cancellation by The Met**

The Met shall have the right to terminate this agreement without cause by giving the Licensee at least four (4) weeks written notice. In this event, The Met will refund the deposit.

## **Cancellation by the Licensee**

The Licensee shall have the right to terminate this agreement by giving the Met written notice to that effect. Should the Licensee terminate this agreement by giving at least eight (8) weeks written notice to The Met, The Met shall refund the deposit less twenty percent (20%) to be retained for administrative charges. Functions cancelled on less than eight (8) weeks advance written notice will forfeit the entire deposit.

## **Notices**

Where written notice to either party is contemplated by this agreement and the procedure for such notice is not otherwise specified in the agreement, it shall not be deemed to have been duly given unless forwarded and addressed as follows:

TO: Metropolitan Bible Church  
2176 Prince of Wales Drive  
Ottawa, ON K2E 0A1  
Attention: Facility Manager

TO: Licensee at the address specified

## **Force Majeure**

The Met is relieved of performance under this agreement if prevented or interfered with by reason of an act of God, fire, earthquake, strike, labour difficulties, legal enactment, government order or regulation of The Met's inability to secure necessary materials or supplies not due to its fault. Under no circumstances will The Met be liable for loss of profit or similar consequential damages, whether based on contract, warrant or otherwise.

## **Assignment or Transfer of Interest**

This agreement is not assignable or transferable by the Licensee under any circumstances nor may the Licensee assign or otherwise transfer its right to occupy or use any portion of the Licensee premises.

## **Entire Agreement**

This agreement contains the entire understanding of the parties. There are no representations, warranties, promises, covenants or undertakings other than those expressly set forth in this agreement. The Met is not giving and does not lend its endorsement to the Licensee or the Licensee's function by virtue of entering into this agreement and no such implication shall be given by the Licensee in this regard.

## **Severability**

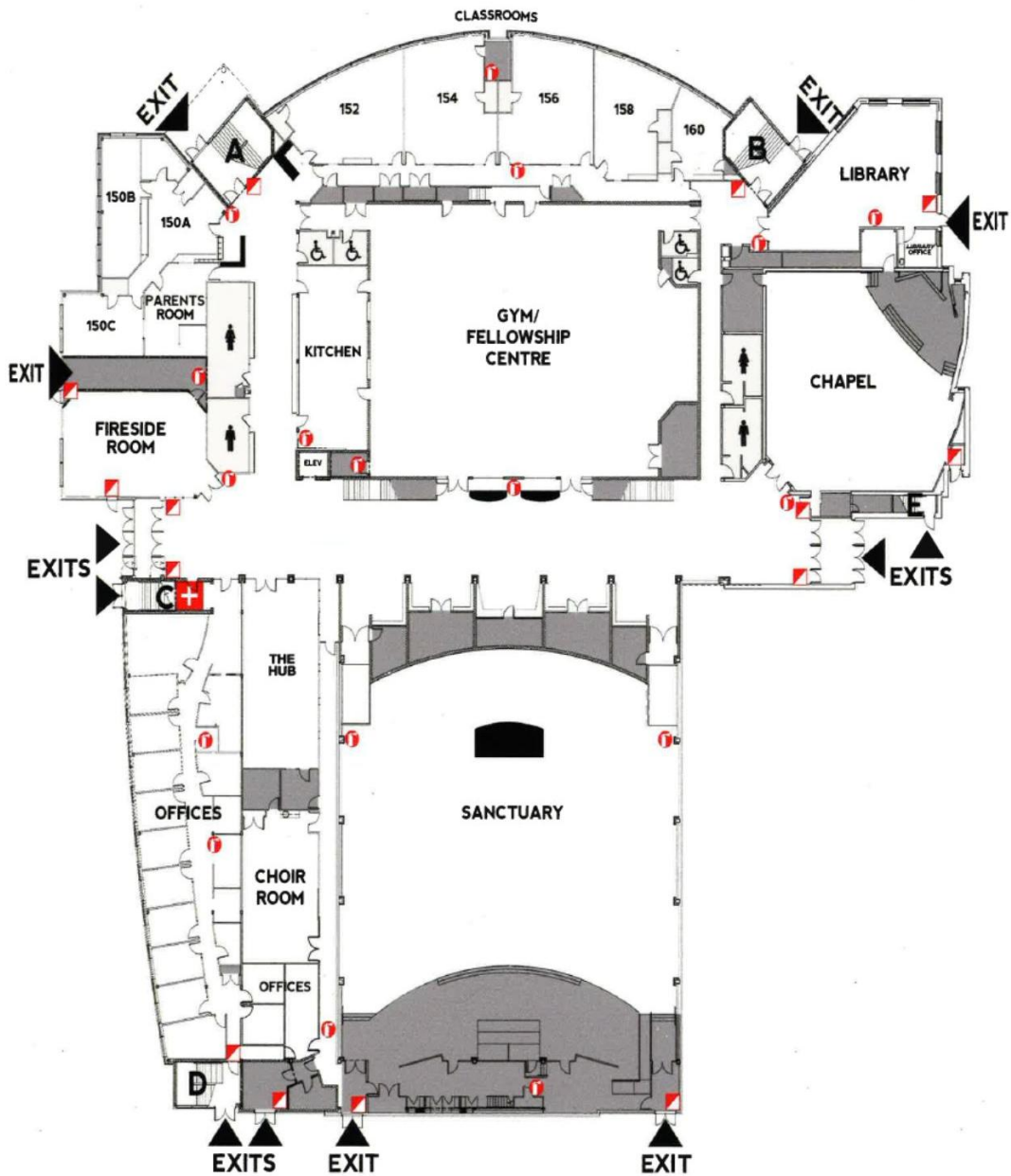
If any term of the agreement is held by a court of competent jurisdiction to be void or unenforceable, the rest of the agreement shall remain in full force and effect and shall in no way be affected.

**Fees:**

Facility, Equipment, Staffing	Capacity Chairs Only	Capacity Tables & Chairs	Cost Recovery Fees	Size	Sq. Feet	√
Sanctuary - Room # 178	1100	N/A	\$270 per hour	100x120	12000	
Chapel	250	N/A	\$200 per hour			
Green Room		N/A	Included with Sanctuary if needed			
Lobby			\$75 per hour	24x127	3048	
East or West Gym - Room # 169 / 171	200	100	\$70 per hour	43x68	2924	
Combined Gyms	500	250	\$100 per hour	86x68	5848	
Fireside Room - # 104	80	60	\$100 per hour	26x42	1092	
Kitchen - Room # 135	N/A	N/A	\$70 per hour			
Kitchen Coordinator (3 hour minimum) Mandatory if booking Kitchen			\$50 per hour			
Theatre - Room # 218	200	N/A	\$130 per hour	50x54	2700	
Lounge - Room # 226	N/A	65	\$80 per hour	36x36	1296	
Mission Café	30	30	\$80 per hour			
Class # 205	40	24	\$35 per day			
Class # 207	44	26	\$35 per day			
Class # 209	40	26	\$35 per day			
Class # 211	36	22	\$35 per day			
Class # 213	32	20	\$35 per day			
Class # 215	27	16	\$35 per day			
Class # 223	40	25	\$35 per day			
Children's Classrooms (11)			\$35 per day			
Preschool Classrooms (5)			\$35 per day			
Projector & Screen			\$65.00 flat fee			
TV / DVD Player			\$35.00 flat fee			
Custodial (3 hour minimum) Mandatory for all events			\$50 per hour			
Security (3 hour minimum) Mandatory for all events			\$50 per hour			
AV Tech (3 hour minimum) Mandatory if using any AV Equipment			\$50 per hour			
Facility Fee: # of Expected Attendees	#		\$1 per person			

# Appendix A Floor Plans

## Main Floor Plan



## Second Floor Plan

September 4, 2013

Metropolitan Bible Church – Facility Use Agreement

