



Stairs Memorial United Church

44 Hester St.

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COMMUNITY SHARED SPACE STANDARD CONDITIONS OF USE

Approved at Executive Council: September 25th, 2023

Modified/Revised: _____

1. Community Shared Space Approval will not be considered to be confirmed until these Standard Conditions of Use and the Community Shared Space Application form are duly signed and all antecedent requirements as set out in them are complete.
2. No Community Shared Space User or Group using the facilities provided by Stairs Memorial United Church may contract, subcontract, loan or allow their space to be used for any other activity or by any other group or third party without the written consent of Stairs Memorial United Church. Violation of the Community Shared Space Agreement will result in possible termination of the contract and/or additional fees being charged against the Community Shared Space User or the applicant names on the Community Shared Space Agreement form.
3. A fifty dollar (\$50.00) **NON-FUNDABLE** deposit must be made at the time of application for one-time community shared space usage. Post-dated cheques must be provided for monthly or weekly Community Shared Space Users.
4. The Community Shared Space User will pay the fees as outlined in the Community Shared Space Agreement in accordance with its terms.
5. One-time Community Shared Space Applications but be paid in full no later than ten (10) days prior to the use of the facilities unless approval for invoicing has been arranged in advance (i.e. government).
6. The Community Shared Space Users is responsible for providing their own liability and property damage insurance coverage for the duration of the event, and must provide satisfactory proof of insurance to the Office Administrator prior to the using the facilities. Acceptance of proof of insurance by the Office Administrator is in no way to be construed as a representation that such insurance is adequate for the Community Shared Space User purposes. If the contract requires the Community Shared Space User to provide insurance, they will maintain liability insurance with a limit of liability of at least \$2 million and provide a certificate satisfactory to Stairs Memorial United Church's insurance brokers.
7. Community Shared Space User will not hold Stairs Memorial United Church liable for all claims of any kind arising from or related to the event, including without limitation, any claims for personal injury suffered by patrons, performers, or event staff, however caused. The Community Shared Space User will indemnify and hold Stairs Memorial United Church harmless against all claims, losses, and damages arising from or related to the Community Shared Space User's use of the Community Shared Space Agreement Application and Package, however caused.
8. The Community Shared Space User will be responsible for all damage to the property, real or personal, of Stairs Memorial United Church, arising from or related to the Community Shared Space User's use of the facility, however caused. Any damages are to be reported to the Office Administrator immediately both verbally and in written form.
9. The Community Shared Space User will provide appropriate security, in that you will not permit entry into the building to anyone not connected with your event, and will ensure the safety of the patrons and the security of the property real and personal, of Stairs Memorial United Church. The Community Shared Space User's staff will act in accordance with general instructions from Stairs Memorial United Church, but the Community Shared Space User will continue to be responsible for their actions.

10. All keys, if any, issued to the Community Shared Space User or its representatives will be returned to the Office Administrator immediately at the end of the event period. If the key is not returned, an additional fee will apply and be charged to the Community Shared Space User or Group.
11. No announcements, advertisements or other publicity will be issued or released, and no signs will be erected by the Community Shared Space User or their representative in accordance with the Stairs Memorial United Church Policy and Procedures. Only those events sponsored by Stairs Memorial United Church may be advertised in the Church.
12. Absolutely no smoking will be permitted in any part of the Church building. The use of any illegal substances is prohibited in any of the Church building or on any part of the Church property.
13. No alcohol shall be allowed on the premises of Stairs Memorial United Church except with the permission of Stairs Memorial United Church and after the Alcohol Policy of Stairs Memorial United Church is reviewed by the Community Shared Space User and agreed to in writing.
14. No food or beverages will be allowed in the Sanctuary without permission from the Executive Committee or Trustees.
15. No animals, with the exclusion of service animals, shall be allowed inside the premises of Stairs Memorial United Church except with the permission of Stairs Memorial United Church. A letter in writing from the Community Shared Space User would need to be submitted to the Executive Committee or Trustees and approval received in writing.
16. At no time and under no circumstances are minors to be left unattended. Proper ratios must be maintained for programming for children and youth. A qualified adult instructor is to be in attendance at all times.
17. The Community Shared Space User is responsible for removal of all garbage, recycling waste, compost and all other waste generated as well as replacement of any removed church materials as a result of their usage. The Community Shared Space User shall ensure that all personal property brought, by the Community Shared Space User, its staff or patrons, or representatives, onto the property of Stairs Memorial United Church in the course of the event, is removed immediately at the end of the event. This will be done in accordance with the direction of the Church's representative. The Community Shared Space User must provide sufficient personnel to complete this work. The Community Shared Space must be left the way it was found; if otherwise, an additional disassembly and/or cleaning charge will apply. For use of the Church Hall, setup and tear down will take place daily, failure to comply will result in cancellation of contract.
18. The Community Shared Space User Community Shared Space Users and their representatives are required to be respectful of noise and activity levels that may impact other user groups.
19. Group Community Shared Space Users using the facility are allowed, unless otherwise disallowed by the Executive Committee or Trustees, to store one (1) tote. The tote can only be stored in such an area as may be designated by Stairs Memorial United Church. Stairs Memorial United Church does not accept responsibility for any items left in storage.
20. The Community Shared Space User agrees to abide by the Fire Regulations Policy provided to the Community Shared Space User and an additional or revised Fire Regulations Policy will be communicated to the Community Shared Space User accordingly.
21. The Community Shared Space User agrees to abide by Stairs Memorial United Church's Scent Reduced designation.
22. The Ministry of the Church must always come first. In the event that a booking must be altered as a result of a church event (for example and without limitation, a funeral, congregational meeting, retreat, or other church event), all efforts will be made to notify the booking party as soon as possible so that other arrangements may be made.
23. The Community Shared Space User will exercise the Community Shared Space Agreement and Use in a diligent and reputable manner.
24. The Community Shared Space User or the representatives, are responsible to ensure that compliance with all laws and directives issued by governing authorities which apply to the Community Shared Space User's use of the Community Shared Space Agreement and Package.
25. Nothing in the Community Shared Space Agreement shall be construed as creating a partnership, agency, joint venture or a landlord and tenant relationship, and Stairs Memorial United Church shall not be bound by any representation, act or omission of the Community Shared Space User. Under no circumstance will the Community Shared Space User incur any obligation in the name of Stairs Memorial United Church.

26. The Community Shared Space Agreement Application approval is not assignable in whole or in part by the Community Shared Space User without the written consent of Stairs Memorial United Church. Approval is entirely at the discretion of the Church, and the Church has no obligation to provide an explanation for denial of any application.
27. The acceptance by Stairs Memorial United Church of any payment under the Community Shared Space Agreement after a default by the Community Shared Space User shall not operate as a waiver of any other default or of the right of Stairs Memorial United Church to enforce payment under the Community Shared Space Agreement, or to declare a forfeiture of the Community Shared Space Agreement. Failure by Stairs Memorial Woodlawn United Church to enforce any covenant after its breach, or any provision or condition after default, shall not operate as a waiver or its rights under the Community Shared Space Agreement.
28. Only those facilities agreed to in the completed Community Shared Space Agreement Form will be used or accessed by the Community Shared Space User, its staff or patrons and such. The Community Shared Space User shall ensure that it and its staff and patrons leave the agreed facilities by the end of every booked time period. The Community Shared Space User is responsible to pay such additional fees as Stairs Memorial United Church may in its sole and uncontrolled discretion may levy in addition to the any other compensation for losses that may incurred by the Church as a result of the breach of the terms of this paragraph. Stairs Memorial United Church may in its sole and uncontrolled discretion cancel any future bookings of the Community Shared Space User, whether previously confirmed or not, if the terms of this paragraph are breached.
29. Only the designated Contact Person is authorized to make changes on behalf of the Community Shared Space User.
30. If the Community Shared Space User needs to cancel an event for any reason, five days' notice is required to avoid a cancellation fee of 50% of the agreed contract amount.
31. Stairs Memorial United Church reserves the right, in its sole and uncontrolled discretion, to refuse or cancel the Community Shared Space Agreement. If satisfactory arrangements to reschedule a cancelled event cannot be made, refunds of paid Community Shared Space Agreement fees in whole or in part (excluding the deposit which is non-refundable) will be at the sole and uncontrolled discretion of Stairs Memorial United Church. In the event of cancellation of an event for any reason, Stairs Memorial United Church shall not be liable for any resulting losses incurred by the Community Shared Space User. If the Community Shared Space User, at least two weeks prior to the booked time, notified Stairs Memorial United Church in writing, by registered mail, or by hand delivery to the Stairs Memorial Church Office Administrator, that the Community Shared Space User wishes to cancel a one-time Community Shared Space Agreement, the Community Shared Space User will be refunded the pre-paid Community Shared Space Agreement fees, but not the non-refundable deposit.
32. The Community Shared Space User shall forthwith, upon demand, reimburse Stairs Memorial United Church for all losses and expenses incurred as a result of the Community Shared Space User breaching any of the terms agreed to in the connection with the Community Shared Space Agreement.
33. All agreements, covenants, and indemnifications in connection with the Community Shared Space Agreement and Package made by the Community Shared Space User shall survive the expiration or earlier termination of the Community Shared Space Agreement, anything to the contrary in the Community Shared Space Agreement and Package notwithstanding.
34. The Community Shared Space User gives permission for the Stairs Memorial United Church to maintain the Community Shared Space User's personal information in the Church, in the location where such information is normally stored by the church, under the Church policy for storage and use of such information.
35. Unless the context otherwise requires, words in these Community Shared Space Standard Conditions of Use, in the Community Shared Space Agreement Form and Community Shared Space Package and all related documentation importing the singular in number only shall include the plural and vice versa, words importing the use of gender shall include the masculine, feminine, neutral genders, and words importing persons shall include individuals, corporations, partnerships, associations, trusts, unincorporated organizations, governmental bodies and other legal or business entities.
36. Community Shared Space Users or Groups who decide to terminate the Community Shared Space Agreement with Stairs Memorial United Church must do so by providing 30 days notice, in writing. During this time, all keys and/or fobs are to be returned to the Church Office, any storage totes are to be removed, and all outstanding amounts owed to Stairs Memorial United Church are to be paid in full. Failure to do so will result

in an additional fee being charged to the organization or individual names on the Community Shared Space Agreement and sent to collections.

- 37. No Community Shared Space User or Group using the facilities provided by Stairs Memorial United Church may contract, subcontract, loan or allow their space to be used for any other activity or by any other group or third party without the written consent of Stairs Memorial United Church. Violation of the Community Shared Space Agreement will result in in possible termination of the contract and/or additional fees being charged against the Community Shared Space User or the applicant names on the Community Shared Space Agreement form.

I have read the Community Shared Space Standard Conditions of Use and agree to abide by them.

Print Name of Community Shared Space User: _____

Signed: _____ Date: _____

If Community Shared Space User is an organization:

Print Name of Authorized Representative: _____

Print Office of Authorized Representative: _____

Church Signature:

Signed: _____ Date: _____