



Kimbourne Park United Church

Space Use Policies

Kimbourne Park United Church ('KPUC') rents out space in its building to various groups in order to facilitate its mission – *'working together to feed God's people – body, mind and spirit.'*

A) Tenant Specifications

1. KPUC rents space to events, community groups, non-profit organizations, and to any commercial enterprise that contributes specifically to at least one component of our mission.
2. All individuals and groups using Kimbourne Park United Church must submit an *Application for Use of Church Facilities* in the form attached and sign the attached *Space Use Policies*.
 - a. With the Minister or Board's approval, any events, meetings, and programs being organized on the Church's behalf can be booked directly at no charge through the office,
 - b. KPUC members seeking to host events, meetings or programs on their own behalf must complete the normal process.
3. KPUC is committed to the inclusion of, and justice for, all people, regardless of race, culture, sexual orientation, gender identity, age, ability, economic circumstance, or any other difference that has led to exclusion, marginalization, or oppression within the church or society.

B) Rental Costs & Booking

1. All room rental requests shall be made through the Church Administrator, who may be contacted at (416) 461-7200 or at office@kpuc.org.
 - a. A request for changes to the approved application is to be forwarded to the Church Administrator and will not be undertaken until confirmation of change received.
 - b. Groups are responsible for ensuring their satisfaction with the space before their event
 - c. An application must be prepared for each event. Where the event is repeated on several dates, only one application is required on an annual basis.
 - i. Renewal applications for groups are to be submitted annually, a minimum of one (1) month prior to expiry date. Renewals are not guaranteed.
 - d. Set-up/clean-up time must be included in the hours booked.
2. All fees are due 7 days in advance of the booked date, or monthly (on the first of the month), if it is an ongoing program.
 - a. The room rental fee covers the use of the room(s) for the times specified only.
 - b. A refundable, separate security deposit may be requested to ensure cleanup compliance, return of keys, and to protect against minor damage.
 - c. An invoice will be issued prior to the event, which will include all additional charges such as storage, equipment rental and staff-support fees.
 - d. Cheques will be made payable to Kimbourne Park United Church and remitted to the Church Administrator

3. KPUC reserves the right to cancel a booking should an unexpected congregational need (eg. funeral) arise, or in the event of other unforeseen circumstances such as power outages, flooding, or other events that might impact the safety of the building or that are generally beyond KPUC's control.
 - a. Should KPUC need to cancel a booking, all attempts shall be made to rebook at a mutually convenient time, failing which any deposit or other paid fees shall be returned in full.
4. Any booking cancelled by the renter more than 48 hours prior to the event is subject to a cancellation fee of \$50. If a booking is cancelled within 48 hours or if the renter fails to notify the office of their desire to cancel a booking, the full cost of the rental is non-refundable.
 - a. Appeals may be granted on compassionate grounds by the Chair of the Trustees, and can be made by contacting the Church Administrator.
5. Rental of space does not constitute sponsorship of an event on the part of KPUC. The phrase "sponsored by" may not be used in any promotional material.
 - a. It is required that the rental group provides contact information in their advertising in order that patrons may make inquires directly to them.
6. In the event that at any time during the term, KPUC is required by law to collect and remit HST or any other sales, commodity or other tax on payments of rent, KPUC will give notice to the group of such requirement and the group will pay such tax to KPUC in addition to its payments of rent, commencing from the date as of which such tax becomes collectable by KPUC.

C) Appropriate Use of Facilities

1. In any part of the KPUC building:
 - a. Foods containing peanuts and peanut products are not permitted;
 - b. Smoking is not permitted;
 - c. Gambling (i.e. lotteries, raffles, bingo's, etc.) is not permitted;
 - d. Alcohol is not permitted;
 - e. No parking is available and the driveway shall not be obstructed;
 - f. Room capacity limits of the room or rooms must be adhered to;
 - g. Signs within the church building are not to be removed or tampered with;
 - h. Lit candles must not be left unattended & must be appropriately extinguished;
 - i. Due to the residential nature of our location, noise must be kept to a reasonable level and guests must depart the premises in a manner respectful to the neighbours.
2. In all spaces designated in the rental agreement as 'shared,' and all adjacent facilities used by all groups (eg. hallways, washrooms, kitchen etc.):
 - a. The room must be left in the same condition of repair and cleanliness as they were found upon arrival. In the kitchen, this includes cleaning the sink, counters, stoves, etc.;
 - b. All food, equipment and other materials belonging to the group must be removed by the close of the rental period. Failure to meet this requirement will result in loss of security deposit and removal of materials;
 - c. Groups are responsible for sorting waste according to posted City of Toronto rules and those producing excess waste will remove it from the site themselves;
 - d. Groups will be responsible for setting up and putting away tables and chairs as needed;
 - e. All aisles, hallways or exits must not be obstructed;

- f. The stored equipment belonging to KPUC or to any other groups may not be used.
3. In spaces designated in the rental agreement as 'exclusive-use':
 - a. No structural changes to the space are permitted without approval of the Board;
 - a. The room must be left in the same condition of repair and cleanliness as they were found upon arrival, at the end of the rental term;
 - b. KPUC maintains the right to access the space as necessary.
4. No storage space is provided by this agreement.
5. If you wish to use KPUC equipment, staff-support, or storage capacity, please submit your request including full details of your needs in advance. The decision will be made by the Chair of the Trustees, in consultation with the relevant parties. An additional fee will be added to your rental agreement. You may be given additional guidelines for their use.
 - a. Equipment may include – microphones, projector, audio visual equipment, upright piano (but *not* the grand piano) and organ,
 - b. Storage may include – cupboards, refrigerator space, storage room(s).
 - c. Staff support may include – Custodian, Church Administrator, Minister and Music Director.

D) Security

1. Groups are responsible for supervising access to the building and making sure that the door is locked when not in use.
 - a. Groups are responsible for the conduct of all those people they admit to the building.
 - b. A door may not be propped open unless someone remains at that door to supervise access, and secures it afterwards.
 - c. Each group will set up their own system to arrange for latecomers and for drop off and pick up of children.
2. Entrance keys as issued to remain under control of group leaders. No copying of keys is permitted. For lost keys inform the Church office immediately.
3. When leaving, group leaders are to ensure security of the building including:
 - a. Checking all rooms on the level where you are meeting (including bathrooms) to ensure there is no one remaining in the building;
 - b. Turning off interior lights (except for one light in the Church Hall), ensuring windows are closed and locked, and ensuring foyer and exit doors are closed and locked.
4. If these security protocols are not adhered to, a KPUC staff member may be assigned to provide oversight at an additional expense.

E) Insurance, Liability and Indemnification

1. All individuals and groups using KPUC must have appropriate insurance. Groups will provide a valid certificate of insurance issued by their carrier. While KPUC will not recommend an insurance provider, you might consider:
 - a. HUB International – www.hkmb.com/ucc_tpel or
 - b. Front Row Insurance - <https://www.frontrowinsurance.com/regeneration-works-event-insurance>

2. Groups are responsible for the action of their group while on KPUC property and are liable for any damage or loss to KPUC property or the property of other user groups.
3. KPUC cannot be held responsible for any damage, loss of personal property and/or injury and participants will be informed that they are using the facility at their own risk.
4. The user group shall release and indemnify, and shall at its own expense, protect, save, reimburse and keep harmless KPUC, its Trustees and Officers, Members and Employees from and against any and all actions, claims, demands, liabilities, suits, judgements, losses, penalties, expenses, costs and damages, whether threatened or actual, resulting from the group's use of KPUC premises or arising in any other way out of KPUC having granted the above described permission for use of the KPUC facility.
5. The right to perform, play or reproduce music used at any event (unless for religious purposes) is the sole responsibility of the renter and may be subject to SOCAN fees (Society of Composers, Authors and Music Publishers of Canada - www.socan.ca)
6. KPUC requires that all building users ensure appropriate protections for minors and other vulnerable populations. Groups must adhere to the United Church of Canada's *Duty of Care* Policies or provide a copy of the guidelines set out by their organization. These may be accessed at: www.united-church.ca/leadership/church-administration/duty-care

By signing below, you agree to the terms set forth in this document:

Group Name

Name of Group Representative

Signature of Group Representative

Date