

# Facility Use Policies

## Event Policies

- **Event Deposit:** A non-refundable 50% deposit is due at the time of booking and will be applied against the balance owing for the event. The event booking is not confirmed until a deposit is received, the dates requested will be held for 10 days.
- **Damage Deposit:** A valid credit card must be provided at the time of booking, a damage deposit will be charged to the card and held until the week following the event. Damage deposit will be credited back to the credit card on file, minus any fees incurred. Fees incurred may include, but are not limited to, damage to the facility, excessive cleaning requirements, extra time in the facility, shut down of the event due to unsafe or unruly guests. Damage deposit will be determined at the time of booking and range from \$300-\$1000.
- **Payment:** Full payment per the details held in the agreement is due one (1) week prior to the event. Any additional fees incurred during the rental will be charged to the credit card on file or assessed against the damage deposit following the event. The renter is responsible for prompt payment of all fees.
- **Late Payment:** All invoices are due within 2 weeks. A 5% late payment fee will be charged for unpaid balances and will be charged every month the balance remains past due.
- **Payment Options:** We can accept cash, cheque, debit, Visa, or MasterCard payments. (3% fee will apply to card payments). Payment can be mailed or made in person by contacting the main office at 204.226.2324 or [info@soulsanctuary.ca](mailto:info@soulsanctuary.ca)
- **Cancellation:** The renter must contact Soul Sanctuary a minimum of 3 weeks prior to the event in the case of a cancellation or the balance of the event will be required in full. Soul Sanctuary reserves the right to cancel or reschedule any rental event per our discretion. Soul Sanctuary ministry programs, weddings, funerals and conferences have priority over recurring rentals and may result in single date cancellations. Every effort will be made to reschedule.
- **Alcohol:** Requires prior approval by Soul Sanctuary and a permit granted through Manitoba Liquor & Gaming. A permit will not be granted without Soul Sanctuary's approval. If permit is granted, all guidelines, must be adhered to. Renter is responsible for behaviour of guests and consumption levels. Alcohol can NOT leave the room specified on the permit and can not be taken out of the facility.
- **Insurance:** During the Term of the Rental Agreement, the Renter shall obtain, maintain and keep in full force and effect, at its sole cost and expense,
  - general liability insurance policy in respect to the use of the Property named in the Rental Agreement with minimum limits of \$2,000,000 inclusive, per occurrence, for bodily injury, death and damage to including loss of use thereof.General Liability Insurance shall include insurance coverage for the following:
  - Premises and Operations*
  - Products and Completed Operations*
  - Blanket Contractual Liability*
  - Cross Liability*
  - Non-owned Automobile Liability*
  - Broad Form Damage*
  - Soul Sanctuary Inc. as an additional named insured
  - Insurance coverage to be effective immediately upon the Renter commencing its rental of the Property until such time as the facility is surrendered to Soul Sanctuary.

The Renter shall supply to Soul Sanctuary a copy of the Certificate of Insurance for the required policies of insurance, and all renewals thereof. All policies shall contain an undertaking by the insurers to notify Soul Sanctuary and its mortgagees in writing not less than thirty (30) days prior to any material change, cancellation or termination thereof.

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## Event Requirements: Set-up, Sound, Video

- A full set-up plan must be provided to Soul Sanctuary 2 weeks prior to the event, including details on any structures and décor being planned (approval required) A diagram would be beneficial for table & chair set-up
- Set-up & tear down of any linens and décor is the responsibility of the renter. Set-up time for this must be included within the booked event time frame.
- Items must not be attached to walls. Only command hooks and painters tape are acceptable for hanging items on the walls
- Any open flames or incense are not permitted in the facility
- If deliveries are expected for the event, a drop-off and pick-up date/time must be arranged with the Office Administrator
- If event uses rented dishes from outside of Soul Sanctuary, they must be packed up by the renter and placed in storage per the instructions of the Soul Sanctuary custodian on duty until pick-up OR they must be removed from the facility. If the renter fails to properly package and store these items, Soul Sanctuary reserves the right to remove them from the facility at no cost to themselves in case of loss or damage.
- Any fees associated with the delivery, pick-up or damage to items rented from third parties outside of Soul Sanctuary are the full responsibility of the renter. Soul Sanctuary is not liable for any loss or damage.
- Sound and video services must be booked a minimum 3 weeks prior to the event and are available based on the availability of tech personnel . Appropriate fees will apply.
- If sound services are desired in the Sanctuary/Gym it is required that Soul Sanctuary's system is used and that a Soul Sanctuary technician runs it. A DJ is able to work alongside our tech to provide their services through Soul Sanctuary's sound system
- All music is to end no later than 11pm and will be no louder than 94 decibels at any given time

## Gymnasium Policies

- NO outdoor shoes may be worn into the gym. This includes all Athletes and spectators. If renter's guests do not adhere to this policy a portion of the damage deposit will be kept.
- 3 Volleyball nets and 2 basketball nets are available for use. Damage to equipment will be charged back to the renter
- Possibility of separating gym into 3 courts by curtained partition. Only Soul Sanctuary custodians are authorized to run the mechanism and will lower/raise curtains at the renters request
- Atrium area is not included in gym rental, guests are expected to remain in the gym as the Atrium may be rented out to other users
- No food or drink, except water, is allowed in the gym
- No tables and chairs are to be on the gym surface, only the carpeted sections
- Children are to be supervised at all times and are under no circumstances to be allowed into the storage areas, or left unsupervised in other areas of the facility

# Facility Use Policies

## Terms & Conditions

- The property is to be used only on the date(s) and time(s) specified in this agreement and only for the purpose specified.
- Where the rental group includes minors, it is required that all minors are under the direct supervision and control of a competent, trustworthy adult.
- All aisles, hallways and exits must be kept clear and access shall not be impeded in any manner. No trash, debris or refuse shall be placed or left on the property.
- Without written consent from Soul Sanctuary, no apparatus shall be brought onto the property.
- Equipment other than what has been listed in this rental agreement cannot be used without prior approval
- Smoking is strictly prohibited in the building at all times
- The use of candles or any other unprotected light source requires prior approval by the Office Administrator
- The application of powder, wax or any other preparation to gymnasium or auditorium floors is prohibited.
- Rental Agreements are not transferable.
- The Renter shall not store or bring onto the Property any articles of an inflammable or dangerous nature, nor shall it do or permit to be done upon the property by reason whereof the present or any future policy of insurance against fire or other casualty may be rendered void or voidable or by which the rate of premium thereon may be increased, without the consent of Soul
- The Renter shall use reasonable care in the use of the Property and in performance of its obligations set forth in this Rental Agreement to ensure that no person is injured, nothing is damaged or lost, and no rights are infringed. Soul Sanctuary, its employees, officers, directors, agents and its successors and assigns, shall not be liable for any claims, damages, costs, liability, debts, demands, damage to property, or injury or death, including any claims brought by the Renter or by third parties in relation thereto, belonging to, or caused to or by, the Renter, or any other third parties whatsoever, whatever they may be, which have arisen, or may have arisen, either directly or indirectly, from the use of the Property by the Renter or in any way arising out of this Rental Agreement.
- The Renter shall fully indemnify and save harmless Soul Sanctuary, employees, officers, directors, agents, and its successors and assigns, from and against any and all losses or damage and all fines, suits, claims, costs, liabilities, debts, demands, actions and causes of actions of any kind and nature, damage to property or injury or death, including claims brought by third parties, to which Soul Sanctuary shall or may become liable or which Soul Sanctuary shall or may suffer, be put to or incur, by reason of any breach, violation, performance or non-performance by the Renter of any covenant, term or provision of this Rental Agreement, by reason of any wrongful act, neglect or default on the part of the Renter or any of its employees, servants, agents, invitees and visitors or from the use by the Renter of the Property.
- In no event will Soul Sanctuary, or any of its authorized representatives, officers, directors, affiliates, employees, agents, successors or assigns, be liable to the Renter or to any third party for, any special, indirect, compensatory, consequential, incidental, punitive or exemplary damages, or damages for loss of business, loss of profits, or business interruption, or for any loss or damage or injury to any belonging to the Renter, or its employees, servants, agents, or invitees or to any other person while the Renter is on the Property, arising out of the use of the Property or in any way arising from this Rental Agreement, even if Soul Sanctuary or any of its authorized representatives have been advised of the possibility of them.

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- The Renter shall be responsible for any loss or damage to the Property or equipment resulting from use by it, its employees, agents, visitors, invitees or any other persons whomsoever associated with the Renter or attending the facility in order to view or participate in the activities for the purpose. A written description by Soul Sanctuary's Property Manager shall be evidence of such loss or damage and the Renter shall pay the amount of such loss or damage upon demand being made on him by the Property Manager.
- Soul Sanctuary shall have the right at any time to eject from the facility or refuse admittance to any person who, in the sole opinion of the Property Manager is creating a disturbance or behaving in an objectionable or unacceptable manner.
- Improper use of the Property or use that has not been specifically set forth or identified in the Rental Agreement, as determined in the sole discretion of Soul Sanctuary, may result in immediate termination of the Rental Agreement.
- Permission to use Soul Sanctuary's Property does not carry with it the right to use any movable apparatus other than the equipment listed in the Rental Agreement. Special application must be made for such use, and such use shall be provided to the Renter in writing and shall form part of the Rental Agreement.
- Except as provided expressly herein, no waiver of any provision of this Agreement shall be valid unless it is in writing and signed by the party sought to be bound thereby.
- Any condoning or overlooking of Soul Sanctuary's of any default, breach or non-observance of the Renter at any time or times in respect of any covenants, provisions or conditions herein contained shall not operate as a waiver of Soul Sanctuary's rights hereunder in respect of any subsequent default, breach or non-observance no so as to defeat or affect in any subsequent default, breach or non-observance.
- The Renter specifically consents herewith to the assignment of this Rental Agreement at any time by Soul Sanctuary and the Renter covenants that it will do such things and execute such documents as Soul Sanctuary or its mortgagee may require for the purpose of mortgaging, assigning or otherwise dealing with its interest in the Land or in this Rental Agreement. The Renter shall not assign this Rental Agreement to any third party without the prior written consent of Soul Sanctuary.
- The invalidity or unenforceability of any provision or part of this Rental Agreement shall not affect the validity or enforceability of any other provision and any remaining part of this Rental Agreement shall continue in full force and effect if any invalid or unenforceable provision is severed. No failure or delay by Soul Sanctuary in exercising any right, power or privilege hereunder shall operate or be construed as a waiver thereof.
- All of the covenants and agreements in this Rental Agreement shall be binding upon the parties hereto and their respective successors and permitted assigns and shall ensure to the benefit of and be enforceable by the parties and their respective successors and permitted assigns.
- This Rental Agreement shall be governed and construed in accordance with the laws of the Province of Manitoba and the laws of Canada applicable therein. Each party agrees to submit to the jurisdiction of the courts of Manitoba.
- Any notice or other communication between the parties related to this Rental Agreement shall be in writing and shall be given in any of the following ways:
  - delivered personally to the individual noted below for each of the parties;
  - delivered electronically via the email address provided
  - delivered by registered mail during periods of regular mail service, postage prepaid, in which case the notice or communication shall be deemed to have been received on the fifth day following the date of mailing;