

TEMPORARY OCCUPANCY PERMIT

It is agreed by _____ (the "Church") as agent of the "Synod of the Diocese of
(the Parish or Congregational name)
Kootenay" and the following group of people (as Applicant) that:

Name of Applicant: _____ Date of Request: _____

Group or Organization: _____ hereinafter referred to as "Occupant"

Mailing Address: _____

Phone: Home: _____ Work: _____

Fax: _____ E-mail: _____

That _____ (the "Facility"), will be rented to the Occupant for:
(description of facility or part thereof)

Purpose of use: *A temporary meeting place for charitable or community purposes*

Occupancy Period: Month to Month ____; Week to Week ____; or

Day(s) _____ Date(s) _____ Time(s) _____

Occupancy Fee: _____

(Fees are payable on or before the first day of the Occupancy Period and are charged for whole hours only.)

Regulations Concerning Use of the Facility

Whereas the Church is a duly authorized agent of the Synod of the Diocese of Kootenay (the "Diocese"), a registered charity, and is authorized by the Diocese, as owner of the lands on which the facility is located to grant this Temporary Occupancy Permit to the Applicant herein, IT BEING AGREED between the Church and the Applicant that:

1. The Applicant will be responsible for the conduct of all persons on the premises during the period covered by this rental agreement.
2. The Applicant will be aware that the Facility is a non-smoking building.
3. The Applicant will exercise the greatest care in use of this facility and adjacent property.
4. The Applicant will ask permission prior to putting up any decorations.
5. The Applicant will be held responsible for any damages to the Facility and its contents incurred during the Applicant's Occupancy Period and also for the payment of repair or replacement costs arising from any such damage.

6. The Applicant will report all damage immediately to: _____
(name and phone number)
7. The Applicant will be solely responsible for all personal equipment, displays and other goods brought into the Facility. The Church assumes no responsibility or liability for any damage to, or loss of, such equipment, displays or other goods, for any cause whatsoever unless caused directly by the negligence or willful act of the Church or its servants, agents or contractors.
8. The Applicant must purchase liability insurance at the Applicant's cost, with the Church and the Diocese included as Named Insureds, and provide the Church with the appropriate Certificate of General Liability (CGL) Insurance. If the event involves Children, Vulnerable Adults or liquor, \$5,000,000 liability is required, otherwise \$2,000,000 is sufficient. The Applicant may provide a CGL from their own insurer or purchase coverage from AON, the Diocesan Insurer through this link:

<https://programs.aon.ca/content/event-churches/home-en.html>
9. The Applicant will give a minimum of 48 hours' notice if the rental is to be canceled by the Applicant. Failing such a notice, the Applicant agrees to pay the Church the full rental charge required under this occupancy permit to the end of the Occupancy Period following next after the Applicant permanently leaves the Facility.
10. The Church reserves unto itself the right to refuse occupancy of this Facility.
11. The Church reserves the right to revoke or cancel this Occupancy Permit at any time with or without cause. The Church will, where it is possible to do so, provide a minimum of 48 hours' notice of cancellation to the Applicant.
12. The Applicant is responsible to leave the areas of the Facility they have made use of clean and in order after each rental session. This includes collecting any garbage or recycling and depositing it in the receptacles provided in the Facility parking lot, arranging chairs and tables back to their original order, spot cleaning messes in the washroom (and kitchen area if used).
13. The Applicant will return any keys to the Facility or any part thereof to the Church forthwith at the end of the Occupancy Period.

Waiver and Indemnity Clause

14. The Applicant accepts and will use the Facility or part thereof to be used by the Applicant at his/her own risk, and agrees that neither the Church nor the Diocese nor their respective officers, employees, servants, agents, heirs, successors and assigns, have made any warranties or representations respecting the suitability of the condition of the premises.
15. The Applicant further agrees that he/she will indemnify and save harmless the Church and the Diocese and their respective officers, employees, servants, agents, heirs, successors and assigns from and against any and all claims whatsoever, including all damages, liabilities, expenses, costs, including legal or other fees incurred in respect of any such claim(s) or any action(s) or proceeding(s) brought thereon arising directly or indirectly from or in connection with the granting of this occupancy permit and use of the premises.

16. Prior to the execution of this occupancy permit, the Applicant will obtain and maintain comprehensive general liability insurance including, without limitation, coverage for the indemnity provided herein on terms satisfactory to the Church and Diocese. The Church and Diocese are to be included as Named Insureds.
17. It is the sole responsibility of the Applicant to determine what additional insurance coverage, if any, including but not limited to Workers' Compensation and Participants' insurance, are necessary and advisable for its own protection and/or to fulfill its obligations under this contract. Any such additional insurance shall be maintained and provided at the sole expense of the Applicant.

Signed and witnessed this _____ day of _____, 20____.

Signature of Facility Representative as
authorized signatory of the Church

Witness

I have read the above and fully understand the terms and conditions of this Occupancy Permit and the Waiver and Indemnity Clauses and will comply with the said document.

Signature of Applicant by
authorized signatory

Witness

Print Name

Print Name

(If applicable)

Key issued to: _____

Phone: _____

This form is published as part of POW Book Policy 5.2.7 Dec 2021 Diocese of Kootenay