

**THIS LICENSE AGREEMENT** made in duplicate at Paradise in the Province of

Newfoundland and Labrador, this day of \_\_\_\_\_, 20\_\_\_\_\_.

**BETWEEN:** The Diocesan Synod of Eastern Newfoundland and Labrador, as represented by the Parish of Holy Innocents, Paradise

(hereinafter called the "Licensor")

**AND:**

\_\_\_\_\_

\_\_\_\_\_

(hereinafter called the "Licensee")

**WITNESSETH** as follows:

1. The Licensor hereby grants a license to the Licensee upon the terms and subject to the conditions hereinafter set forth for the use of the property and equipment situate at Holy Innocents Church, Paradise, in the Province of Newfoundland and Labrador of the Licensor better specified in schedule "A" hereto together with the use of abutting parking lots and walkways (the "Premises"), between the hours of \_\_\_\_\_ and \_\_\_\_\_ inclusive beginning on the \_\_\_\_\_ and ending on the \_\_\_\_\_. (the "License Period").
2. The Licensee shall pay to the Licensor in advance the sum of \$\_\_\_\_\_ (the "License Fee"), in consideration of being granted a license for use of the Premises on the terms set out herein. It is a condition of this License Agreement that the License Fee shall be paid in advance at the time of signing of this License Agreement;
3. The Licensee agrees to abide by and comply with the following regulations, to wit:
  - a) to supervise its members, guests, invitees and/or Licensees and to ensure that they conduct themselves reasonably at all times and in connection therewith the Licensee agrees not to inconvenience or cause or permit to be caused any nuisance to other users of the Premises;
  - b) to comply with all such reasonable rules and regulations as may from time to time be put forward by the Licensor relating to use by the Licensee of the Premises thereof and the parking and access areas adjacent thereto;
  - c) not to bring or permit or allow to be brought upon the Premises any flammable, deleterious noxious substances, materials or thing or anything which in the opinion of the Licensor reasonably taken might be likely to escape and cause damage to the Premises or injury to any person;

- d) not to do or suffer to be done on the Premises anything whereby the insurance on the Premises may be rendered void or voidable or which will occasion any increase in premiums. Any increase in insurance premiums resulting from the necessary activities of the Licensee shall be the responsibility of the Licensee; and
  - e) not to perform any act, or engage in any activity or attach any object to the Premises which would in any way damage or alter the Premises or result in the necessity to repair the Premises as a result of the performance of such act, engagement in such activity or attachment of such object;
  - f) The Licensee shall not without having first obtained the written consent of the Licensor; erect, alter, hide or remove plaques, banners or other signage on the exterior or interior of the building in which the Premises are located or the property on which the building is situate.
  - g) The Licensee shall be entitled to use the tables and chairs designated by the Licensor for the use of the Licensee. These tables and chairs maybe set up by the Licensee to suit its needs.
  - h) The Licensee shall ensure immediately following the conclusion of the license period that chairs are stacked and stored by the Licensee in the storage area designated by the Licensor;
  - i) The Licensee shall ensure that all of the property of the Licensee, including any left over food or recycling resulting from the usage by the Licensee, is removed from the Premises immediately following the conclusion of the License Period.
4. The Licensor shall be solely responsible for the repair and maintenance of the structure of the building, including the exterior walls, roof, pipes, plumbing, electrical wires, installation of a structural or mechanical nature, including the heating systems, that are installed or supplied as a fixture of the building by the Licensor except where the repairs are necessitated by the acts or omissions or neglect of the Licensee or by its members, quests, invitee(s) or any person on the Premises during the Licensee's use and occupancy of it, in which case the repairs shall be the responsibility of the Licensee.
5. The Licensor shall provide its regular snow clearing services related to the Premises. If however, sidewalk, parking lot or entrance snow clearing above the Licensor's regular snow clearing service is required for the Licensee's usages; such snow clearing will be the responsibility of the Licensee.
6. Neither the Licensor nor its agent shall be liable for any damage to property entrusted to its or their employees nor for the loss of any property by theft or otherwise and all property of the Licensee kept or stored in the Premises or on the adjacent parking lot, including vehicles and the contents of vehicles shall be at the sole risk of the Licensee.
7. Neither the Licensor nor its employees, servants, agents or invitees shall be liable for any death or injury to or loss suffered by the Licensee, its workman, servants, agents, invitees or licensees in or upon the Premises or elsewhere in the building or on abutting sidewalks or parking lots resulting from any cause whatsoever, including without limiting the generality of the foregoing, falling plaster, steam, electricity, water, rain, ice or snow which may leak or flow from the roof or any part of the building or from the pipes, appliances or damage resulting from the negligence of the Licensor or those for whom the Licensor is, in law, responsible and from latent and structural defects and

weaknesses . The Licensor shall not be liable for any consequential or inherent damages suffered by the Licensee.

8. It is suggested that the Licensee procure a general liability insurance policy with \$1,000,000 coverage policy limit.
9. The Licensee shall indemnify and hold harmless the Licensor from and against all liability, claims, damages or expenses due to or arising out of any act or neglect by the Licensee or its servants, employees , agents, invitees, or licensees in or upon the Premises or any abutting parking lots or sidewalks or due to or arising out of any breach or non-observance by the Licensee of any provision of this License Agreement, and including liability for death, injury or damages to the person or property of the Licensor's tenants, servants, employees , agents, invitees or licensees.
10. Any notice required to be served hereunder on the Licensor or Licensee shall be sufficiently served if left addressed to it at their respective business offices and all notices hereunder shall be in writing.
11. It is a condition of this rental that the Licensee at all times during its tenancy operate in strict compliance with all applicable statutes, regulations , rules, Special Measures Orders , directives and/or guidance related to COVID-19 made and/or issued by the Government of Newfoundland and Labrador from time to time ; including , but not limited to those issued by the Chief Medical Officer of Health for the Province under the authority granted to her by law . The parties agree that notwithstanding anything else in this agreement, that if there is a breach of this condition by the Licensee, then the rental may be terminated forthwith without notice by the Licensor. Further, any costs incurred by the Licensor associated with mitigating such a breach shall be a debt payable by the Licensee to the Licensor.

**IN WITNESS WHEREOF** the parties hereto have hereunto executed this License Agreement as of the day and year first above mentioned.

**SIGNED, SEALED AND DELIVERED**

By the Licensor in the presence of:

\_\_\_\_\_

Date:

**SIGNED, SEALED AND DELIVERED**

By the Licensee in the presence of:

\_\_\_\_\_

Date:

## **Schedule "A"**

### **The Church of The Holy Innocents Hall Rentals**

#### **General Rental Requirements**

Rental of The Hall includes use of the porch, main hall and washrooms, and use of tables and chairs to suit your needs. When not in use, tables and chairs can be put away in the storage area out of sight.

Coffee Matters is the exclusive caterer for The Hall, and will provide all food and beverages consumed on the premises. The only exceptions are prepackaged, safe foods that Coffee Matters does not provide in the normal course of its operations (i.e., potato chips, cheesies, hard candy, chocolate bars), cakes/ cupcakes, and alcohol. Childrens Birthday Parties are also exempt from catering exclusivity. To arrange catering, please contact:

Sheryl Donovan

Event Coordinator, Coffee Matters

[Events@coffeematters.ca](mailto:Events@coffeematters.ca)

The cleaning fee associated with the rental is to provide cleaning of the bathrooms, sweeping and mopping of the floor, wiping off the tables and kitchen counters, and removal of bagged garbage.

The Licensee is responsible for:

1. ensuring no tape, push pins, staples, or anything similar is to be used inside on the walls, ceiling, or floor. There is a wire on the ceiling around the perimeter of the room that may be used for decorating purposes;
2. bagging garbage;
3. ensuring no open flame candles or pyrotechnics are used;
4. ensuring no alcohol is consumed on the parking lot;
5. ensuring that smoking only takes place outside in the designated area marked by a large commercial cigarette ashtray and disposal unit;
6. removing all recycable material;
7. removing decorations;
8. turning off the lights indoors;
9. ensuring windows and doors are secure;
10. ensuring any music stops by 1:00 am, and the premises are vacated by 2:00 am;
11. any caterer, decorators, photographer, etc. operating on the premises, and must ensure that these contractors are familiar with and adhere to the requirements noted herein, and;

12. dropping the rental key in the drop box when leaving the premises upon conclusion of the rental period.

A \$200 damage deposit is required for all rentals. The damage deposit will be forfeited by the Licensee in the event that additional or deeper cleaning , or minor repair , is required. This may include, but not be limited to, such things as vomit, clogged sinks or toilets, wet floor, liquor/ beer bottles left behind, wall or paint damage, etc. Anything warranting forfeiture of the damage deposit shall be documented in a Premises Condition Report and shared with the Licensee. This does not otherwise affect any other liabilities or agreements contained in the rental agreement , but is in addition to that contract. Provided these conditions are met, the \$200 damage deposit will be returned to the Licensee in the form of a cheque to the address provided below:

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## **The HALL (Lower Level)**

Rental rates are provided below. A \$200 damage deposit is required in addition to the rental fee. Rental rates include a cleaning fee.

### **Friday and Saturday Evening Rentals**

Adult Events (birthday parties, anniversaries, wedding receptions, etc.) \$600.00

A non-refundable deposit (cancellation) fee of \$100 is required to reserve a date.

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### **Weekend Morning or Afternoon Rentals**

Small Events (brunch, children's birthday party, baby or bridal shower, meeting, etc.) (3 hour maximum) \$300.00

A non-refundable deposit (cancellation) fee of \$50.00 is required to reserve a date.

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### **Weekday Rentals**

Daytime (8am – 5pm) \$300

Evening \$300

A non-refundable deposit (cancellation) fee of \$50.00 is required to reserve a date.

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## Weekend Wedding Specials

Full Day (Friday or Saturday; 8am onwards) \$750

Weekend Special (Friday evening and full Saturday) \$1000

A non-refundable deposit (cancellation) fee of \$100 is required to reserve a date.

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## New Year's Eve Rental

New Year's Rental \$800.00

A non-refundable deposit (cancellation) fee of \$100 is required to reserve a date.

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Payment can be made via EMT to [hiacgive@hotmail.com](mailto:hiacgive@hotmail.com) or in cash. If using EMT, please ensure you include your name, rental date, and phone number in the message section of the transfer. No cheques will be accepted