



## **KIRK CENTRE**

Est. 1959

"heart of the community"

13535 122 Avenue  
Edmonton, AB T5L 2V7  
Office: 780-438-6619 Cell: 780-498-2672  
kirkucentre@gmail.com  
kirkucentre.com

### **Kirk Centre General Regulations and Code of Conduct**

#### **1) Access and Use:**

- a. Any areas to be used by the Renter are to be tidied at the end of every use;
- b. In general, the Renter will ensure that all materials and items belonging to the Renter are safely away in agreed upon storage areas when not in active use. Kirk Centre will not be responsible for any items damaged or stolen;
- c. In general, the Renter will not paint, change flooring, change light fixtures, make electrical changes or change window coverings without the permission of Building management. If a change is approved by Building management, it is at the cost of the Renter;
- d. In general, all spaces shall be used at the Renter's own risk, as the Landlord makes no representations or warranties as to the suitability of the spaces for the Renter's needs. As such the Landlord is free from any related claims while the Renter is responsible for all damages;
- e. "Common Areas" are areas the Renter share as common space with other renters and are to be kept tidy at all times and are to be tidied at the end of every use per Schedule "B";
- f. All rent is to be paid on a minimum of a monthly basis;
- g. Rent shall be subject to all relevant taxes including but not limited to federal GST;
- h. The Renter shall pay any commercial realty taxes directly attributed to its operation;
- i. The Renter shall pay for all licenses and inspections required attributed to its operation.

#### **2) Improvements:**

- a. Any improvements made to the premises by reason of this provision shall be to the benefit of the Landlord and shall remain the property of the Landlord without any claim by the Renter in any manner upon expiration or termination of the Agreement.
- b. The Renter can, at its own exclusive expense, undertake certain improvements with prior permission from Building management. Request must be made by Renter in writing. Permission must be given by Building management in writing.
- c. The Renter will be responsible for all expenses and permits required to complete the Improvements unless other arrangements are made in writing with Building management.
- d. The Renter will submit all plans for improvements to Building management prior to any changes or construction. The Landlord will have final approval of the plans. This approval will not be reasonably withheld.
- e. Rent shall be paid during any construction or Improvement.

#### **3) Renter's Covenants:**

The Renter covenants with the Landlord as follows:

- a. Not to use the Rented Premises or the common areas in any way which would contravene municipal ordinances or by-laws, nor to use it for any illegal, improper, or criminal purpose or in any matter that would cause the suspension, cancellation, or impairment of any insurance policy placed on the Rented Premises or its contents;
- b. Not to assign or sublet or part with possession of the Rented Premises or any part thereof, or any of the equipment therein, without the express permission of the Landlord or its agent;
- c. To use the Rented Premises in a careful, responsible and reasonable manner;

- d. Not to create any excessive noise or other disturbances in or about the Building or the areas surrounding the Building;
- e. To accept and agree that Kirk United Church Centre, its board members, agents, trustees and/or employees shall be under no liability to the Renter, its members, leaders, staff, visitors or invitees with respect to their use of the Rented Premises and agree to indemnify and save harmless Kirk United Church Centre, its board members, agents, trustees and/or employees from any liabilities, claim cost or expense arising from the acts, omission or negligence of the Renter, its members, leaders, staff, visitors or invitees;
- f. To Confine its use of the Rented Property and the common areas as set out in paragraph 3;
- g. Not to permit smoking or vaping in the building;
- h. To ensure emergency exit strategies are developed and discussed within your group as per the requirements of the City of Edmonton Fire Department;
- i. To advise Kirk Centre's management office of any changes to previously booked dates and times with as much notice as possible by phone or email;
- j. Renters shall give the Landlord permanent unrestricted 24-hour access for emergency and maintenance purposes to their rented space(s).
- k. Will not have permanent or storage use of the Landlords' refrigerators, freezers and dishwasher.
- l. Will book ahead of time, subject to availability, and pay the rates as stated in paragraph 1 and 6 a through h. Should the Renter use Additional Space not in this contract without prior approval by the Landlord or Building management, the Renter will be charged for the space(s) used.

**4) Landlord's Covenants:**

The Landlord covenants with the Renter as follows:

- a. To provide power, heat and water for the Building and the Rented Premises during the Term;
- b. To provide access to the Rented Premises at the times booked in advance by the Renter;
- c. To provide a secure place for the Permitted use of the Rented Premises;
- d. To provide notice and make arrangements if any special event might conflict with a rented space or time.

**5) Landlord's use of Rented Premise:**

- a. The Landlord shall not have access to or the use of the rented space(s) during the Hours of Use unless they have the consent of the Renter or in a case of emergency;
- b. If the Landlord enters or uses the rented space(s) during the Hours of Use the Renter shall be under no liability to the Landlord, its board members, agents, trustees, employees, visitors or invitees with respect to the Landlord and/or anyone else entering or using the Rented Premises pursuant to clause 10 j. The Landlord agrees to indemnify and save harmless the Renter, its agents, invitees and/or employees from any liabilities, claims, cost or expense arising from the acts, omissions or negligence of the Landlord and its board members, agents, trustees, employees, visitors or invitees and/or anyone else entering or using the Rented Premises pursuant to clause 10 j.

- 6) Inspections:** The Landlord, upon providing the Renter reasonable notice, may enter the Rented space for the purpose of inspecting same, and shall be given free access thereto for the purpose of inspecting same, subject to the Renter's right to the quiet use and enjoyment of said premise.

**7) Special Conditions:**

- a. The Rented space(s) and the Common Areas referred to in Paragraph 5, hereof, including all walls structures, fixtures and mirrors are to be returned to original condition as at the time of initial occupancy by the Renter, reasonable wear and tear excepted. Initial occupancy is defined as the state of the space beginning on the date the Renter is granted occupancy. The costs of repairing any damages to the Rented Premises or the specified, "Designated Areas", "Ongoing Use" areas, "Multiple Use", "Additional Space(s)", "Common Areas" and "Other Spaces" caused by the Renter or anyone acting on behalf of the Renter and in respect to any claims against the Landlord, which are in any way connected with act or omission of the Renter or anyone acting on behalf of the Renter.
- b. The Building/Rented Premises are to be left in the same clean and tidy condition as they were at the time of the initial occupancy by the Renter. If additional cleaning is required, it will be charged

out at a rate of \$25.00 per hour or such a greater sum as the Landlord may incur in cleaning the same.

- c. Renters are required to give 3 months notices for cancellation of rentals.
  - d. Landlords are required to give 3 months notices for cancellation of rentals.
  - e. When a lease expires, it is confirmation to the landlord that a renter wishes to continue on a month-by-month basis when the rent is paid to the landlord the month after the lease is expired.
  - f. Renters who use the building on an as needed and case by case basis are not required to give notice to terminate.
  - g. The Landlord is not required to give notice to terminate case by case and as needed rentals. The Landlord will endeavor to inform the Renter if the room becomes unavailable.
- 8) **Termination:** In the event of an emergency type of situation where significant misuse, abuse of the property, non-compliance with Paragraphs 10 or Schedule "A" and/or Schedule "B" the Landlord reserves the right to immediately terminate this Agreement when the Landlord determines that the Building, Rented Premises, Common Areas, equipment, furnishings are being improperly used, abused or followed or are in danger of being, as a result of any conditions, real or apprehended whatsoever, or in the event that a nuisance is being created in the surrounding neighborhood or that other users of the Building as a result of the Renter's use and occupation of the Rented Premises or common areas.
- 9) **Changes:** The Renter understands that changes and/or additions to Conditions, Codes of Conduct, Building Access and Use, Lessee and Lessor Covenants and Hours of Use, but not limited to these, may change at the Lessor's discretion when there are changes community situations, government regulations and/or new information from a respectable source. The Lessor will endeavor to keep the Lessee as informed as possible of these changes.
- 10) **Building Security:** Door codes will be issued to the Renter. How many codes is at the discretion of the Landlord depending on size and function of the Renter's group. The Renter acknowledges that each code is for one person only and are not to be passed between users. All original and copies of internal keys are to be returned to the Landlord at the termination of the Agreement. The Renter is responsible to ensure that the Building is secured upon the completion of every use of the building. All doors and windows are to be securely locked if no other people are in the building. It is the responsibility of the last people in the building to check all doors are secured even ones they may not have used by the Renter. Calls outs to security for an unsecured building will be charged to the Renter at a rate of \$50 per occurrence.
- 11) **Insurance:** The Renter shall take out liability insurance in the name of both the Renter and the Landlord and provide the Landlord with a written certificate evidencing such insurance prior to the commencement of occupancy. Such insurance shall be in such form and amount as may be reasonably required by the Landlord from time to time, but in any event, shall provide for liability coverage of not less than two million dollars (\$2,000,000.00) per occurrence. A copy of proof of insurance will be provided annually by the Renter.
- 12) **Binding Effect:** The Renter, having read and understood all of the foregoing, hereby agrees for itself, its successors and assigns to the full performance of the covenants and code of conduct herein contained.

### **Kirk United Church Centre Code of Conduct**

We welcome you into Kirk Centre. We want to have a building that is environmentally sound, affordable, clean and pleasant for everyone using it. With these goals in mind, we ask you to adhere to the following:

#### **1) What space can you use?**

You are limited to using the rooms/areas identified for the times specified in the Lease and/or Contract. We ask that rents keep to using the nearest washrooms and passage to those rooms/areas. Children are welcome but must be supervised at all times.

#### **2) Would you like to move any furniture?**

Each room is supplied with tables and chairs that are to be set up and returned at the beginning and end of

each rental period. If more permanent furniture needs to be moved into, or out of, the room/areas identified, the Kirk Centre office must grant prior permission. After your event, any furniture moved must be returned to its original location.

### **3) Dishes/Glasses/Cutlery**

We require all Renters who use Kirk Centre's dishes and cutlery to agree to carefully clean and put away the dishes, glassware and cutlery used as directed by the signs in the kitchen. If disposable cups, plates and/or cutlery are used, the Renters must empty them in a garbage and dispose of the garbage in the main bin at the back (south) of the building.

### **4) Cooking**

You are welcome to use our ovens and stove tops, but you may not use it for cooking grease items such as bacon, pork chops or any other food considered to spatter. At Kirk Centre, we are proud to hold a certificate for a Non-Grease Cooking Commercial Kitchen. Renters must take any leftover food with them or throw it in the garbage. Renters must remove all garbage into the large bin out back (to the south) of the building.

### **5) Need audio equipment?**

A portable sound system is available for use at a cost of \$100.00 per event. The sanctuary sound system must be operated by qualified personnel. The Building does not supply personnel to operate the equipment but can instruct a Renter on how to use the equipment before an event. Any equipment damaged by unqualified users including children will be the responsibility of the renter. Projector screens are also available.

### **6) Protect the Walls**

Tape or tacks cannot be used to affix items to the walls. Sticky putty may be used instead. There are cork boards on certain walls where tacks can be used. Agreement note: Some of these tack boards are designated to long term renters. Agreement do not use these cork boards. Agreement use the cork board designated to only your group, or the Kirk UC Centre Community cork board. Markers are to be used on the flip charts easels. Any damage to the walls from tacs, tape, markers, crayons and/or stamps will result in damage fees.

### **7) Whiteboards**

Be sure to use dry erase markers only. Whiteboards are for business use only.

### **8) Smoking**

Smoking or vaping is not permitted in the building.

### **9) Alcohol**

The use of alcoholic beverages is permitted on Kirk Centre property with proper licenses in place. These licenses must be displayed during the event and are the responsibility of the renter.

### **10) WIFI**

Kirk Centre supplies a guest WIFI and may be used for business/rental use only. Renters may request the password from Building management. If you are given the password to be used for an event The renters agrees not to pass it along to others.

### **11) Take care! Be respectful!**

- a. All activities carried on at a function must be consistent with those reasonably expected in a community centre facility;
- b. All activities on the premises must be orderly and responsible;
- c. Users must abide by the City of Edmonton noise bylaws. Outside doors are to remain closed to prevent noise from disturbing neighbors;
- d. Users must be respectful of others renting the facility at the same time. Noise levels must be kept at a level that will not disturb other renters;
- e. No confetti or other difficult to clean items are allowed inside the church or on the church grounds;
- f. The applicant is responsible for the safety and security of the Kirk Centre building and their guests.

## 12) Signage

While your group is gathering, you are welcome to post a temporary sign. Signs may not block hallways or sidewalks. Permanent signs advertising an outside group on the Kirk Centre building or property is strictly prohibited.

## 13) Recycling

Renters are welcome to use our bins for recycling pop, juice, water bottles and cans located in the main hallway and/or by the entrance to the Upper Auditorium/Gymnasium. All proceeds go directly to charity.

## 14) Do unto others!

All forms of abuse, harassment or discrimination are unacceptable. Discrimination in terms of sex, age, race, color, creed, sexual orientation or physical ability is not permitted. Any Building Users who are found to be abusive harassing or discriminating can have their Agreement, Lease or Contract terminated immediately. We encourage you to speak to Facility Staff or Building management if there are any concerns.

The items below are the responsibility of all Renters of Kirk Center upon using and leaving the rented space. The person responsible for the booking and rental is the person in charge of ensuring this list is completed. Items not being completed on this checklist or damages may result in an additional charge or retained from any damage deposit paid.

## 15) Cleanup:

- a. The room(s) used by the Renter must be left in a clean condition:
  - i. Floors to be swept, vacuumed and mopped as needed to ensure it is clean for the next renter and is not attracting any rodents;
  - ii. Dishes are to be bleached, washed, dried and returned to cupboards or drawers;
  - iii. Tables and chairs washed and stored properly, so the room is clear for the next renters;
  - iv. Ensure that any accidents (spills, stains, dings, dents, damages) are all reported to management;
  - v. Ensure dish sanitizer is turned off;
  - vi. Garbage in used rooms and hallways are to be emptied and put in the bin at the back of the building;
  - vii. All food is to be removed, taken home or put in the garbage;
- b. Any extraordinary clean-up resulting from the usage of the facility by the Building User will be charged to the renter at \$50.00 per hour and deducted from the damage deposit or invoiced to the Renter.
- c. The Renter will be responsible for paying for all damages caused by this function. If damages cost more than any damage deposit paid, additional charges will be invoiced and must be paid within thirty (30) days.
- d. The Renter understands there may not be a caretaker between their group and the next users and must leave the room suitable for any group that may come in behind them.
- e. Cleaning products, vacuums, mops and buckets are found in the janitorial closet in the east hallway or in the janitor closet on the lower floor.

## 16) Close-Up Routine:

Keep in mind that this is a shared space. There may be renters using the space after your group and it is your responsibility to leave the space the same way or better than when you arrived.

The last person to leave the building must do a complete walk-through on all rooms/areas of the building to ensure the following:

- a. All lights are out;
- b. No water is running;
- c. All windows are closed;
- d. All interior doors closed, if needed;
- e. All candles and other fire extinguished (Use of fire is not permitted unless expressly approved by Building Management);
- f. All blinds have been returned to their original position;
- g. All electrical appliances are turned off or unplugged;

- h. All stove burners are turned off and double checked;
- i. All of the exterior doors are secured and locked;
- j. Cats are not locked in rooms and are closed in their designated hallway, if required;
- k. All accidents, stains and/or incidents are reported to management;
- l. All chairs and tables are returned to their stored position;
- m. All garbage is removed to the outside bin.

**Date:** \_\_\_\_\_

**Group Name:** \_\_\_\_\_

**Authorized Representative Name:** \_\_\_\_\_

**Authorized Representative Signature:** \_\_\_\_\_