



DIOCESE OF HAMILTON

INSTRUCTIONS TO PARISHES:

This License Agreement is intended to apply to the use of all Parish Halls and other facilities by third party groups unrelated to the Parish or the Diocese, or for special events, particularly those at which alcohol will be served. It applies whether the proposed use is a single “special event” or for periodic use of Parish facilities (for example, use of a meeting room at a particular time on a designated day each week). All blanks must be filled in before the Agreement is signed. Any paragraph that is inapplicable should be crossed out and initialled both by the Licensee and the Pastor. In certain circumstances it may be that not all of the Rules and Regulations will apply. If the Pastor agrees, any that are not applicable should be crossed out and initialled.

IT IS ESSENTIAL THAT THE PROOF OF INSURANCE REQUIRED UNDER THE HEADING “INSURANCE” IS OBTAINED FROM THE LICENSEE BEFORE THE LICENSEE IS PERMITTED ANY ACCESS TO OR USE OF THE PARISH FACILITIES.

LICENCE AGREEMENT

THIS AGREEMENT made as of the day of , 200_, B E T W E E N:

THE PARISH OF _____, REPRESENTING THE ROMAN CATHOLIC EPISCOPAL CORPORATION OF THE DIOCESE OF HAMILTON IN ONTARIO

Att: _____

Phone No. _____ Fax No. _____

(Address of Parish, including name and contact number for Pastor/Administrator)

- and -

(Name of Licensee)

Att: _____

Phone No. _____ Fax No. _____

(Mailing Address of Licensee including contact name and numbers)

The Parish, on behalf of the Diocese, hereby authorizes the Licensee to use those certain parts of the Parish property as set out below:

A. LOCATION

Description of Site/Building/Room:

(i) Use in Common with the Parish;

- or -

(ii) Exclusive Use:

(hereinafter referred to as the "Premises")

TERM OF LICENCE (*DELETE WHICHEVER IS INAPPLICABLE*)

(iii) From: _____ am/pm to _____ am/pm on _____ 200__

- or -

(iv) Days/Months: From: _____ To: _____

(v) Time: From: _____ a.m./p.m. To: _____ a.m./p.m.

B. PURPOSE OF LICENCE

The Licensee shall use the Premises solely for the purpose of _____, and for no other purpose without the prior written consent of the Pastor of the Parish or his delegate. **The Licensee acknowledges that the Premises may in no event be used for any purpose which is unlawful or contrary to the practices, or teachings on matters of faith and morals, of the Roman Catholic Church as interpreted by the Bishop of the Diocese.**

C. LICENCE FEE (DELETE WHICHEVER IS INAPPLICABLE)

To pay the Parish yearly, during the term of this Licence, the sum of _____ (\$ _____) per annum, payable in advance in monthly instalments, each in the amount of _____ Dollars (\$ _____), due on the first day of each and every month during the term of this Licence.

- or -

To pay the Parish, as a licence fee, for the Term, the amount of [\$1.00 or \$_____] in advance.

D. CONDITIONS, RULES AND REGULATIONS

The Licensee agrees to abide by all of the Licence Conditions and the Rules, Regulations and Policies governing the Premises and set out below.

In this Licence Agreement the terms "Parish" and "Diocese" are used. The Licensee recognizes that the Parish is not a separate legal entity and is at all times owned and operated by the Diocese to whom the legal obligations set out herein are owed by the Licensee. "Parish" designates the local representatives of the Diocese.

IN WITNESS WHEREOF the Diocese and the Licensee have signed this Licence Agreement.

THE ROMAN CATHOLIC EPISCOPAL CORPORATION OF THE DIOCESE OF HAMILTON IN ONTARIO

By the Pastor of _____ Parish

Per: _____

Name of Pastor:

(LICENSEE)

Witness: (if not a Corporation)

Per: _____

Name:

Title:

Name:

Title:

E. LICENCE CONDITIONS

The Licensee hereby acknowledges and agrees to the following conditions:

1. INDEMNITY

The Licensee covenants to indemnify and hold harmless the Parish/Diocese and those for whom the Parish/Diocese is at law responsible against any claims whatsoever for damage to or loss of property or in respect of any injury or death whether to the Licensee's property or person, as the case may be, or that of any other person, and against any other person, and against any other claims, proceedings, damages, costs or expenses of any kind or nature whatsoever arising out of the use by the Licensee of the Premises, save and except where any such property damage, injury or death or other loss or expense giving rise to any such claim is caused by the gross negligence of the Parish/Diocese or those for whom it is at law responsible.

2. INSURANCE

The Licensee shall, at its sole expense, insure its own property to be brought onto or used in connection with the Premises and, in addition and without limiting the generality of the foregoing, the Licensee shall at all times during the term of the Licence maintain and pay for general public liability insurance with limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence in a form satisfactory to the Diocese, which shall name the Diocese as a joint insured party and shall contain a waiver of subrogation in favour of the Diocese and those for whom it is at law responsible, as well as cross-liability and severability of interests endorsement. The Licensee agrees to provide a certificate or other satisfactory evidence of such insurance to the Parish/Diocese. The Licensee's permitted use or function involves the dispensing of alcoholic beverages, the policy of insurance shall contain a Host Liquor Legal Liability endorsement.

3. LICENSEE TO REPAIR

At the end of the term of the Licence or, in the case of licence for periodic use, after each occasion on which the Licensee has used the Premises, the Licensee shall ensure that its property is removed promptly from the Premises and that the Premises are left in a neat and tidy condition. In addition, the Licensee shall be responsible to repair any damage caused to the Premises through the use of the Premises by the Licensee (reasonable wear and tear excepted).

4. STANDARD CARETAKING SERVICES

If caretaking services or supervision are required for the Premises beyond the normal maintenance standard of the Parish owing to the use to which the Premises are put by the Licensee, including, without limitation, use of the Premises in the evenings, on week-ends or on statutory holidays, the above services shall, at the option of the Parish, be supplied by the Parish at the expense of the Licensee and the cost of same shall be payable by the Licensee as an additional licence fee forthwith upon demand for same by the Parish/Diocese.

5. USE OF EQUIPMENT ON PREMISES

The Licensee shall not be permitted to use any equipment and/or fixtures belonging to the Parish and located on the Premises without first obtaining the written consent of the Parish nor shall the Licensee be permitted to store its own equipment or other property on the Premises without the prior written consent of the Parish.

6. SECURITY DEPOSIT – LETTER OF CREDIT (DELETE IF INAPPLICABLE)

The Licensee will provide an irrevocable Letter of Credit from a chartered Canadian Bank (or alternatively a cash deposit) in favour of the Diocese in the amount of _____ Dollars (\$) to ensure that the terms and conditions of this Licence Agreement are carried out, which Letter of Credit shall on its terms expire on a date thirty (30) days after the expiration of the term of this Licence, unless drawn upon by the Diocese to satisfy any of the Licensee's obligations hereunder. Any cash deposit paid by the Licensee will be returned by the Diocese immediately following the expiration or sooner termination of the term of this Licence but subject to deduction of any amount or amounts required to satisfy or offset the Licensee's obligations hereunder.

7. LICENCE NON-TRANSFERABLE

The Licensee expressly acknowledges that this Licence is non-transferable and the Licensee has no right to assign this Licence, or any of its rights or interest hereunder, to any other party.

8. NO TENANCY CREATED

The Licensee further acknowledges that no tenancy between it and the Parish or Diocese is created by virtue of this Licence Agreement.

9. SIGNS

Any signs which the Licensee wishes to display at the Premises to publicize the Licensee's use must be specifically approved in writing by the Pastor of the Parish, both as to form and content and as to location, which approval may be reasonably withheld in the Pastor's discretion.

10. **RENEWAL OF LICENCE** *(DELETE IF INAPPLICABLE)*

The Licensee, if not in default under the terms of this Licence Agreement, and upon giving the Parish /Diocese notice in writing at least ninety (90) days prior to the expiration of the term of this Licence, shall, subject to paragraph 12 hereof, be entitled to renew this Licence for a further term of _____ on the same terms as are set out herein save as to any further or other right to renew this Licence and save as to the licence fees which shall be in accordance with the then current standard licence fee of _____ Parish.

11. **SUSPENSION OF LICENCE BY PARISH** *(Delete if inapplicable)*

Should a Parish/Diocese activity require, in the discretion of the Pastor, acting reasonably in the circumstances, the cancellation or suspension of this Licence, the Parish/Diocese shall notify the Licensee's representative, as named above, of such cancellation or suspension at least three (3) days prior to the date in respect of which the Licence is being cancelled or suspended and the Licensee shall be entitled to a refund or rebate of that portion of the licence fee attributable, in the reasonable opinion of the Parish/Diocese, to the date or dates to which the cancellation or suspension relates. Such refund or rebate shall constitute the Licensee's only compensation or remedy and the sole liability of the Parish/ Diocese in the event of such suspension.

12. **TERMINATION BY PARISH**

Notwithstanding the stated term of the License in Section B or any renewal provided for in paragraph 10 above, the Licensee acknowledges that the Parish/Diocese hereby reserves the right to cancel this Licence Agreement at any time at the sole discretion of the Parish/Diocese, including without limitation if in the opinion of the Parish/Diocese the Licensee is in breach of any of its obligations under this Licence, and the Licensee shall be entitled to a refund or rebate of that portion of the licence fee attributable, in the reasonable opinion of the Parish/Diocese to the unexpired portion of the term of this Licence. Such refund or rebate shall constitute the Licensee's only compensation or remedy and the sole liability of the Parish/ Diocese in the event of such termination.

G. RULES, REGULATIONS AND POLICIES

1. The sidewalks, driveways, parking areas, entry passages, fire escapes and stairways of the Building, if any, shall not be obstructed by the Licensee, or used by it for any purpose other than ingress and egress to and from the Premises. The Licensee shall not place or allow to be placed in the Premises or Building any waste paper, dust, garbage, refuse or anything whatever that would tend to make them unclean or untidy.

2. The water closets or other water apparatus shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags, ashes or other substances shall be thrown therein. Any damage resulting from misuse shall be borne by the Licensee by whom or by whose agents, servants or employees the same is caused. The Licensee shall not let the water run unless it is in actual use, nor shall it deface any part of the Building.

3. No licensee shall do or permit anything to be done in its respective premises, or bring or keep anything therein, which will in any way increase the risk of fire or obstruct or interfere with the rights of other licensees or the Parish or violate or act at variance with the laws relating to fires or with the regulations of any fire department or any board of health.

4. The Licensee, its clerks or servants shall not interfere with other Licensees or the Parish or those having business with them.

5. The Licensee shall not operate or permit to be operated any musical or sound producing instrument or device inside or outside the Premises which may be heard outside the Premises, or which may be deemed to be a nuisance to other licensees of the Building or the Parish.

6. No one shall use the Building or Premises or any part thereof for sleeping apartments or residential purposes or for the storage of personal effects or articles other than those required for business purposes.

7. All licensees must observe strict care not to allow their windows or doors to remain open so as to admit rain or snow or so as to interfere with the heating of the Building. Any injury or damage caused to the Premises, the Building or its appointments, furnishings, heating and other appliances or to any other licensee by reason of windows or doors being left open so as to admit rain or snow or by interference with or neglect of the heating appliances or by reason of the licensee or other person or servant subject to it shall be made good by the licensee in whose premises the neglect, interference or misconduct occurred.

8. It shall be the duty of the respective licensees to assist and co-operate with the Parish in preventing injury to the premises demised to them respectively.

9. No inflammable oils or other inflammable, dangerous or explosive materials shall be kept or permitted to be kept in the Premises.

10. The parking of cars shall be subject to the reasonable regulations of the Parish from time to time.

11. The Licensee shall not mark, paint, drill into or in any way deface the walls, ceilings, partitions, floors or other parts of the Premises or the Building except with the prior written consent of the Diocese as it may direct.
12. The Licensee agrees to surrender to the Parish on the termination of the Licence all keys, if any, to the said Premises.
13. All glass, locks and trimmings in or upon the doors or windows of the Premises shall be kept whole and whenever any part thereof shall become broken, the same shall be immediately replaced or repaired under the direction and to the satisfaction of the Parish, and such replacements and repairs shall be paid for by the Licensee.
14. No person shall enter upon the roof of the Building and any person who does so, does so at his own risk.
15. No Licensee shall be permitted to do cooking or to operate cooking apparatus except in a portion of the Building licensed for that purpose.
16. The Licensee shall leave the Premises in a condition suitable for the performance by the Parish of its janitorial services, if any.
17. The Licensee shall on request provide the Parish with names of persons, if any, entitled to represent the Licensee in matters relating to the Licence and the Premises or to enter the Premises outside the normal hours of business. The Parish may restrict entry to the Premises or the Building to anyone, including the Licensee, outside the normal hours of business and/or the hours set out in paragraph B of this Licence.
18. The Parish reserves the right to close or otherwise restrict the use of the parking areas of the Building from time to time as dictated by the needs of the Parish.
19. The Parish shall have the right to make such other and further reasonable rules and regulations as in its judgment may from time to time be needful for the safety, care, cleanliness and appearance of the Building and Premises therein, and for the preservation of good order therein and the same shall be kept and observed by the Licensee, its clerks and servants. The Parish may from time to time waive any of such rules and regulations as applied to a particular Licensee and is not liable to the Licensee for breaches thereof by other Licensees.