**NAME OF CONGREGATION | LETTERHEAD**

**Facility Rental Policy**

## Intent

(Name of Congregation) rents out unused space to external organizations and internal parties from time-to-time. This policy provides guidelines to ensure that (Name of Congregation) rents this space in accordance with the Canada Revenue Agency’s guidelines so that it may maintain its status as a charitable organization.

## Guidelines

**Provision and Administration of Space for Rental**

All spaces offered for rent by (Name of congregation) must be linked to (Name of congregation)’s charitable purpose and subordinate to that purpose in accordance with the Canada Revenue Agency’s guidelines for related businesses.

Charitable Purpose [insert]

Spaces offered for rent by (Name of congregation) must meet all of the following criteria:

* The space must primarily be used for purposes directly related to the organization’s charitable operations;
* The space must not be needed to fulfill the organization’s charitable purposes for the period during which it is being offered for rent; and
* The rental must meet the Canada Revenue Agency’s definition of “use of excess capacity.” ([Use of excess capacity](http://www.cra-arc.gc.ca/chrts-gvng/chrts/plcy/cps/cps-019-eng.html) – Using a charity's assets and staff, which are currently needed to conduct a charitable program, to gain income during periods when they are not being used to their full capacity within the charitable program.)

(Name of congregation) will not purchase, rent, lease, or otherwise gain possession of any property for the primary purpose of renting out or otherwise generating income from the space in a manner that is not in keeping with the organization’s charitable programs.

Subordinate to Charitable Purpose

The administration of rental space by (Name of congregation) must not:

* Require a significant investment of the charity’s attention and resources;
* Operate as a stand-alone undertaking separate from the charity’s normal operations;
* Interfere with (Name of congregation)’s charitable goals; and
* Involve private benefit.

**Rental Space**

The following rooms/buildings may be made available for rental:

* Provide list of appropriate rooms/buildings and cost

**NAME OF CONGREGATION**

**Facility Rental Agreement Between**

**[Name of Congregation]**

**And**

**[Name of Renter]**

This rental agreement must be completed and signed by all parties prior to renting any room or space.

1. [name of renter] shall submit application to rent at least xxx [insert time required] before the event.
2. [name of congregation] shall respond within xx days/weeks and reserves the right to refuse rental applications.
3. [name of renter] agrees to provide a certificate of $2,000,000 general liability for the duration of the event (OR the necessary insurance documents required for the rental to proceed).
4. A deposit by cheque or credit card of $xx is required xx before the event, with the remainder to be paid by xx.
5. In cases of dispute or disagreement, final determination rests with [name of congregation] .
6. [name of ] agrees to leave the facility in the state in which they found it. Additional charges for janitorial services may apply if the facility is not left in a satisfactory state. (*Congregation may want to supply instructions here)*
7. (*insert any requirements about liquor usage, and other requirements)*

## Acknowledgment and Agreement

On behalf [name of congregation] On behalf of [name of renter]

Name:

Signature:

Date: