

AGREEMENT FOR USE OF FACILITIES

THIS AGREEMENT FOR USE OF FACILITIES (“Agreement”) is made effective this ___ day of _____, 201__, by and between _____ (the “Church”), and _____ (the “Party”). The Church and Party shall be collectively referenced in this Agreement as the “Parties”.

WHEREAS: The Church is a religious organization whose address is _____, and which was formed for the purpose of operating a church to offer regular worship services and related ministries; and

WHEREAS: The Church has physical facilities to further its religious purposes; and

WHEREAS: The Church may determine to rent its facilities for use from time to time in fulfillment of its tax exempt purposes or for uses which are not contrary to the Church’s religious beliefs; and

WHEREAS: The Church enjoys the full protection of the United States Constitution, and all other applicable State and local laws; and

WHEREAS: The Church reserves the right to restrict the use of its facilities to activities which are consistent with the Church’s religious beliefs and The Discipline of the Wesleyan Church; and to persons who agree to abide by the terms of this Agreement; and for uses that do not compromise the Church’s tax-exempt status and other protections.

IT IS THEREFORE: In consideration of good and valuable consideration, the receipt and sufficiency with is hereby acknowledged, the Parties by their signatures below, expressly agree to the terms of this Agreement as expressed herein.

TERMS OF USE

1. **Date(s) of Use.** This Agreement is for use on: _____ (*date*).

2. **Time.** Use of the facility for the event is authorized from _____ to _____.

3. **Event type.** Circle below the option that most closely reflects the type of event to be held:

meeting party informal gathering class/lecture ceremony sports
activity

4. **Full Name** of featured speaker, musician or other featured guest: (*please print*)

5. **Expected Number of Attendees.** _____

6. **Facilities for Use.** The specific facilities requested are:

Building:

Rooms or spaces included:

Party and its guests are not permitted in any other areas with the exception of restrooms located closest to the rooms listed above.

7. **Parking.** This Agreement includes parking for the guests of Party, if available, on any Church lot, unless otherwise marked for specific unrelated use. During inclement weather conditions, Church will make every attempt to keep parking lot and walkways clear. However, Church does not provide any parking lot security [*OR Church (requires or suggests)*] that the Party utilize the Church's security personnel at the additional cost of \$ _____/hour.]

8. **Items Requested.** Please indicate which of the items listed that you will need:

Tables _____ (number & sizes)

Chairs _____ (number)

Podium _____

Other _____

Note that the above requested items are made available without any additional cost to Party or at a cost of \$_____. Other requests such as for use of technical equipment may result in additional fees. The Church's tech equipment can only be operated by Church tech personnel.

9. **Set-up.** The Church provides NO SET UP of any room as to arrangement of tables and chairs, podiums, etc. Set-up time allotted to Party is 1 hour prior to event start. If additional time is needed, special arrangements will need to be requested at least 10 business days prior to the date of the event. Additional hours will be charged at the rate of \$_____ per hour or any fraction thereof. Set up can be provided at a cost of \$_____ per hour or a flat rate, depending upon the specifics requested. If you would like this option, you must contact us at least 10 business days prior to the event to arrange this.

10. **Cleanup.** Party must leave facilities in the same condition as upon arrival – orderly and clean. Trash should be collected and bagged and left together at entrance door of room used (or placed in trash bin located at: _____). Note: Party is responsible for cleanup of trash in parking lot or surrounding grounds left by Party's guests. Allotted time for clean-up is 1 hour past the ending time listed above. If additional time is needed, special arrangements must be requested at least 10 business days prior to the date of the event. Additional hours will be charged at the rate of \$_____ per hour or any fraction thereof.

Cleanup services can be provided to a Party at the rate of \$_____ per hour or flat rate of \$_____. If you wish to engage this service, you must request it at least 10 business days prior to the event and include payment for this in your final payment.

11. **Security Deposit.** A security deposit is required. The security deposit will be returned to Party no later than thirty (30) days after the event; however, should any of the following circumstances occur, the Church will deduct the cost of necessary cleaning, repair or replacement, or overtime pay for personnel and the difference will be returned to the Party, if any, with an accounting of any deductions: a) Facility is not left in orderly and clean condition; b) Facility is not vacated by the Party within the allotted timeframe; c) Real or personal property of Church is damaged or removed. In any such circumstance(s), if the cost to the Church is greater than the amount of the Security Deposit, the Church will provide an accounting to the Party and Party agrees to remit the overage amount due within (ten) 10 days of the accounting.

12. **Base Rent Cost.** The cost of renting the above listed facilities on the date and times listed above is \$ _____. The security deposit of \$_____ and any additional costs (per #13) must be added to the base rent cost. Please make checks or money orders payable to: _____. **Total Cost** includes the base rent cost, security deposit and any additional costs.

13. **Additional Costs.** If additional services, personnel, equipment use, or extended time is requested or taken, additional costs will ensue. Extending the time of the event may be available at a cost of \$_____/ per hour with fractions of an hour charged at the hourly rate.

14. **Payment.** Payment shall be made in full upon signing of this Agreement or in the following installments: _____ (_____% or dollar amount) of the total cost as listed in sections 11, 12 & 13 above upon signing this Agreement to reserve the facility. The remainder must be paid no later than ten (10) days prior to the date of the event. Note that payments for personnel, as and if needed, must be included in the payment to the Church and are not payable directly to such personnel.

15. **Refunds.** Refunds requested _____ days or more prior to the event date will be refunded at 100% plus security deposit. Refunds requested _____ days prior to the event date will be refunded at _____% plus security deposit. NO REFUNDS will be given _____ days or less prior to a scheduled event date. However, if an event must be rescheduled due to a local weather emergency, Party may apply 100% of amount paid to the rescheduled date.

16. **Staff on Site.** Church will assign one staff person to be on site to be available to unlock and lock doors for event and to handle any facility related issues. The cost for this staff is included in the rental cost. NO KEYS WILL BE ISSUED to Party. *[If Church makes keys available, there should be a sign out and security deposit requirement.]*

17. **Security.** It is (suggested or required) that use for evening functions hire Church security personnel. For events of 5 - 60 people, 1 security staff person is generally

sufficient. For events of more than 60 people, 2 or more security staff is suggested. Security personnel fee is \$____/per hour. Payment for personnel must be made to the Church.

18. Church Equipment & Services. Use of facilities does not include use of Church's technical equipment by outside persons. The Church's tech equipment can only be operated by Church tech personnel. If you wish to use the Church's technical equipment, make your request at least 4 weeks in advance of event date to ensure personnel is available. Specific equipment needs should be finalized directly with tech personnel. Tech personnel fee is \$____/hr.

No other services are available to Party before or during the scheduled event including but not limited to photocopying, computer use, and phones.

19. Evidence of Insurance. Party is required to obtain insurance covering its event and guests and the facility during the full course of the event scheduled to take place at the Church. Party must obtain a certificate of insurance which clearly indicates coverage by Party at the Church's facilities for all dates to be used for \$1,000,000 single/aggregate and which names the Church as an "additional insured". This insurance certificate must be presented to the Church not later than 10 business days prior to the first day of the scheduled event and such coverage must be satisfactory to the Church. Facilities will not be rented without this certificate. Failure to timely obtain certificate will result in cancellation of this Agreement and the loss of initial deposit.

20. Third Party Personnel. If Party has engaged the services of a caterer, musicians, or other third parties that will make deliveries, or otherwise need access to the facilities prior to 1 hour before the start time for the event, the names & contact information of all such persons or companies must be provided to the Church in advance together with time access to building is needed. Note: On-site caterer must provide proof of insurance effective during event.

21. Advertising the Event. Any public advertisement by Party for the Event must state that the Church is not affiliated with the event &/or Party.

22. Right of Entry & Termination. Church maintains the right of entry at any time during the event to ascertain that Party and guests are acting in compliance with all rules and Terms of Use. Church reserves the right to terminate the event at any time during scheduled event if Church staff deems it advisable due to serious infractions of terms of use.

23. Use of Kitchen. If facilities rented include kitchen, Party will be provided with a separate list of cleaning requirements regarding the kitchen. Party's signature on this Agreement includes agreement to abide by additional kitchen use requirements, if applicable.

24. Indemnification and Hold Harmless. The undersigned Party, on behalf of the Party's organization (or himself, if signing only in his individual capacity) and its

officers, members, invitees and guests agrees to indemnify and hold the Church, its ministers, employees, agents, members and governing board harmless from any loss or liability which may result from claims of injury to persons or property from any cause arising out of or during the use and occupancy of the facilities rented. Further, the undersigned Party, on behalf of the Party's organization (or himself if signing only in his individual capacity) and its officers, members, invitees and guests recognizes and agrees that the Church, its ministers, employees, agents, members and governing board, volunteers and insurers of any and all of them (collectively referred to as "Releasees"), shall not be liable nor responsible for any damage or loss to person or property arising out of or in any manner related to the use of Church's facility, property, furnishings or equipment by the Party and Party's invitees, or in the presence of the Party, on Church's premises. The undersigned further agrees on behalf of the Party's organization (or himself if signing only in his individual capacity) and its officers, members, invitees and guests, to defend, indemnify and hold harmless Releasees from any and all demands, claims, causes of action, and suits of any nature for any damage or loss to persons or property, of whatever cause, and even if due to the sole or concurrent negligence or strict liability of any or all of the Releasees, including payment of all costs and attorneys' fees incurred by Releasees, arising out of or in any manner related to use of Church facilities, equipment, furnishings or property by Party or the Party's organization (or himself if signing only in his individual capacity) and its officers, members, invitees and guests; and further agrees to promptly indemnify and reimburse Church on a replacement cost basis for any loss or damage to Church facilities, property, furnishings or equipment in any manner caused by Party or the Party's organization (or himself if signing only in his individual capacity) and its officers, members, invitees and guests and to indemnify and reimburse Releasees for any and all costs and attorneys' fees incurred by any of the Releasees related in any manner to enforcement of the terms of this Agreement.

25. USE RESTRICTIONS. Party and Guests agree to the following restrictions while using Church facilities:

- No smoking, alcoholic beverages, or use of any illegal substances on Church grounds.
- No profanity.
- No provocative clothing or clothing with offensive pictures, words or sayings.
- No criminal activities or violations of local ordinances including noise ordinance.
- No dangerous activities including use of open flames.
- No defacing of the physical property including but not limited to: tape, staples or nails on any surfaces.
- No firearms, explosives, fireworks or similar items.
- No uses for any activities related to practices contrary to Church religious beliefs or The Discipline of the Wesleyan Church. (i.e. "We believe that gambling violates the principle of Christian stewardship, ... can be emotionally addictive, ...and is a poor example to others" as noted on page 44 of the 2012 Discipline of The Wesleyan Church; "God's plan for human sexuality is that it is to be expressed only in a monogamous lifelong relationship between one man and one woman within the framework of marriage" as noted on page 16.) Contact the

church office as needed for additional information about the degree to which your event conforms to the guidelines of The Wesleyan Discipline.

26. **No Assignment.** Use of the included facilities are particular to the undersigned Party, the Party's organization and invitees. This Use Agreement is not assignable nor transferable to any other individual or organization.

27. **Safety of Youth & Children.** To ensure that all children and youth on Church property are safe, the Church requires that when facility use includes minors, that minors are adequately supervised at all times. It is Party's responsibility to ensure such supervision by adults. Additionally, supervision of minors should include prohibiting minors from wandering outside of the leased facility areas, ensuring youth safety in parking areas, and to maintain proper decorum of children appropriate for the facility in use and event.

28. **Fire & Safety Regulations.** For the safety of Party and Party's invitees, all fire regulations must be observed. These regulations include but are not limited to the following: Do not exceed the maximum capacity for any facility leased. Do not block or otherwise impede any hallway, entryway, door or emergency exit. Do not cover any emergency exit signs.

29. **Worship Space.** The sanctuary is the Church's place of worship which it holds as a special space. If this facility use Agreement includes use of the worship space, you are asked to show particular respect for this space by disallowing shouting, running, playing, climbing on the furniture, eating, drinking or disturbing papers and books in the pews and similar behavior not appropriate in this space.

30. **Alternative Dispute Resolution.** In the event this is a dispute between Party and Church related to this Use Agreement, Parties agree to submit this dispute to a mutually agreed upon Christian alternative dispute resolution method for resolution.

31. **Entire Agreement.** This Agreement represents the entire agreement between the Parties with respect to the use of Church facilities for the date specified. No representation, warranties, promises, guarantees, oral, express or implied agreements have been made by the Church with respect to the use of facilities on the date specified except as expressly stated herein.

The Parties, by signing below, agree to the terms as detailed in this Agreement.

(Church full legal name here)

By: _____

[Signed only by individual(s) designated as signatories for this purpose.]

(Party name here)

(Signature, and title if Party is an organization)

(Printed name)

Address of Party: _____

Contact numbers for Party:

Email address for Party: _____

If Party is an organization, tax number: _____

If Party is an individual, SSN: _____

Name of Contact Person During Event: _____

Cell number of Contact Person during event: _____

For Office Use Only:

TOTAL COST: _____ consisting of:

Base Rental Fee: _____ Additional Fees: _____ Security Deposit: _____

Payment made on: _____ of \$ _____

Payment made on: _____ of \$ _____

Balance payment made on: _____ of \$ _____

Security Deposit of \$ _____ returned on _____

Extended Hours fee: _____

Personnel Needed:

Staff on Site: Request made on: _____ Name: _____

Tech: yes no Request made on: _____ Name: _____

Security: yes no #: _____ Request made on:
Name(s): _____

Total Security fee: _____ Total Tech fee: _____

[Churches should consider drafting a rate sheet with set costs for the use of each of its facilities available for rent, rates for technology personnel, security personnel, extended hours, rates for clean up and set-up support, and with discounted amount (or percentage) for Church members, if desired.]