



BRAC Facility Use Agreement

Organization (**LESSEE**): _____

LESSEE Representative's Name: _____ Phone: _____

LESSEE Address: _____

Function: _____

Function Start Date: _____ Function End Date: _____

Leased Facility(ies): SANCTUARY FELLOWSHIP HALL FELLOWSHIP KITCHEN GYM

Building Fee: \$_____ Custodial Fee: \$_____ A/V Fee: \$_____

Key Fob Deposit: **\$5** Key/Key Fob #: _____

Time Needed: _____ AM/PM through _____ AM/PM

For Office Use: Date received: _____ Fee enclosed: \$_____ Acknowledgement sent: _____
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As a condition of use of the above-identified leased BRAC Facility(ies) (hereinafter "**Leased Facility(ies)**") of Beartown Road Alliance Church (**BRAC**), the **LESSEE** hereby agrees to abide by the following restrictions, conditions and obligations:

1. **Limited Use** - **LESSEE** agrees to use only the **Leased Facility(ies)**, and only for the Function, Function Dates, and Time Needed listed above, and agrees to keep all members of the **LESSEE** organization out of other non-leased **BRAC** facilities, except in cases of emergency.
2. **BRAC Ministry/Events Take Priority** - **LESSEE** understands and agrees that execution of this Agreement does not guarantee access to the Leased Facility at the scheduled date and time. All **BRAC** ministries and events shall take priority over this **BRAC Facility Use Agreement**. **BRAC** will seek to effectively schedule all facilities for maximum use. However, in the case of a schedule conflict, **BRAC** activities will be granted first right of use. **BRAC** will make all reasonable efforts to notify **LESSEE** of any scheduling conflict two weeks in advance to allow alternative arrangements to be made.

3. **BRAC Statement of Faith.** LESSEE understands that BRAC does not allow its facilities to be generally available to the public, and does not allow its facilities to be used in a way that contradicts its faith, as set forth in the BRAC Mission Statement, which LESSEE affirms it has read and understands. To that end, LESSEE affirms that to the best of its knowledge the purpose for which it is requesting use of church facilities will not contradict the church's faith, and LESSEE commits to promptly disclose to church staff any conflict or potential conflict. Furthermore, LESSEE agrees to abide by the conditions and obligations specified in the **ADDENDUM** attached hereto for the **Leased Facility(ies)**; the **ADDENDUM** being specifically incorporated into this Agreement by reference as if reproduced in full immediately below.

4. **Insurance for Gym** - LESSEE shall provide proof of general liability insurance coverage when the Gym is the **Leased Facility**. LESSEE shall name Beartown Road Alliance Church as additional insured, and maintain coverage of \$1Million per occurrence, \$2Million in aggregate.

5. **Responsibility for Damages** - LESSEE agrees to be responsible for any damage to any BRAC facility, including but not limited to the **Leased Facility(ies)**, whether caused willfully, negligently, or accidentally, by the LESSEE. Any damage shall be evaluated by the **BRAC**, and repairs of such damage shall be coordinated by **BRAC** through the use of contractors of **BRAC's** choosing. LESSEE agrees to cover all costs for materials and repair relating to such damage.

6. **Key Fobs** - **BRAC** shall provide one key fob to the **Leased Facility(ies)** to a designated representative of the LESSEE. A key fob deposit as specified above is required. LESSEE agrees that the key fob shall not be duplicated or loaned to other parties, and agrees the key fob shall be handled in a manner that will maintain the security of the **Leased Facility(ies)**. The key fob deposit shall be refunded upon return of the key fob to **BRAC** within 30 days of the final use of the **Leased Facility(ies)**.

7. **Chair Use** - LESSEE agrees to use only plastic chairs provided by **BRAC** for any activity that could damage the cloth chairs (for example, activities in which food, glue, paint, glitter, and other craft materials or equipment are used). After using the chairs for these activities, the LESSEE agrees to return all chairs that were moved to their original location.

8. **Return/Clean Items** - LESSEE agrees to return all furniture, tables, etc. to their original location. In addition, all tables and chairs must be cleared from all materials used by the LESSEE, and cleaned from food, paint, debris, paper and other items related to their use.

9. **Tidying Leased Facility** - Following use of the **Leased Facility(ies)**, LESSEE agrees to tidy and pick up the areas of the **Leased Facility(ies)** used, check that all toilets are flushed and free from debris, turn off all faucets, turn off all lights including those in bathrooms, and lock all doors used for accessing the **Leased Facility(ies)**.

10. **Heath Fire Safety Codes/Laws** -LESSEE agrees to abide by all health, fire and other safety codes and laws relating to use of such **Leased Facility(ies)**.

11. LESSEE agrees to abide by and enforce the **BRAC** policy of no smoking and no alcoholic beverages while on BRAC property, including, but not limited to the **Leased Facility(ies)**.

12. **Early Termination** – BRAC reserves the right to terminate this **Facility Use Agreement** at any time, for:

- A) any reason, i.e., without cause,
- B) for any conflict with **BRAC** ministries and programs,
- C) for violation of any article of this **Facility Use Agreement**, or
- D) for failure to maintain the cleanliness of the **Leased Facility(ies)**.

In case of early termination under A) or B) above, **BRAC** shall attempt to give a minimum of two weeks' notice to **LESSEE**. **This Agreement shall be effective only between the Function Start and Function End Date listed above, unless earlier terminated. In any event, Articles 6) and 7) shall survive termination.**

13. The church believes disputes are to be worked out between parties without recourse to the courts. See, generally, Matthew Chapter 18 and 1 Corinthians Chapter 6. Accordingly, users of the facility agree to attempt resolution of any disputes through Christian mediation.

Signature of LESSEE Representative: _____

Printed Name & Title: _____

Date: _____

Signature of BRAC Representative: _____

Printed Name & Title: _____

Date: _____

21 BEARTOWN ROAD | PAINTED POST | NY | 14870 | 607.936.8332

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FACILITY USE AGREEMENT ADDENDUM

Purpose Statement

BRAC's facilities were provided through God's benevolence and by the sacrificial generosity of church members. The church desires that its facilities be used for the fellowship of the Body of Christ and to bring God glory. Although the facilities are not generally open to the public, we make our facilities available to approved non-members as a witness to our faith, in a spirit of Christian charity, and as a means of demonstrating the Gospel of Jesus Christ in practice.

The facility will not be permitted to be used for activities that contradict, or are deemed inconsistent with, the church's faith or moral teachings, which are summarized in, among other places, the church's constitution, bylaws, and mission statement. The pastor, or his official designee, is the final decision-maker concerning use of church facilities.

This restricted facility use policy is necessary for two important reasons. First, the church may not in good conscience materially cooperate in activities that are contrary to its faith. Allowing its facilities to be used for purposes that contradict the church's beliefs would be material cooperation with that activity, and would be a grave violation of the church's faith and religious practice. (2 Cor 6:14; 1 Thess 5:22.)

Second, it is very important that the church present a consistent message to the community, and that the church staff and members conscientiously maintain that message as part of their witness to the Gospel of Jesus Christ. Allowing facilities to be used by groups or persons who engage in practices contrary to the church's faith would have a severe, negative impact on the message that the church strives to promote. It could also cause confusion and scandal to church members and the community because they may reasonably perceive that by allowing use of our facilities, the church agrees with the practices of the persons or groups using its facilities.

Therefore, in no event shall the facility be used by persons or groups who advance or advocate beliefs, or engage in practices that contradict the church's faith and religious practice use of any church facility. This policy applies to all church facilities, regardless of whether the facilities are connected to the church's sanctuary, because the church sees all of its property as holy and set apart to worship God. (Col 3:17)

APPROVED USERS AND PRIORITY OF USE

The pastor or official designee must approve all uses of church facilities. Generally, priority shall be given to church members, their immediate families, and organized groups that are part of the ministry, organization, or sponsored activities of the church. Church facilities and equipment will be made available to non-members or outside groups meeting the following qualifications:

1. Groups or persons requesting facility use must affirm that their practices and planned uses of the facilities are consistent with the church's faith and practice.
2. The group or person seeking facility use must submit a signed "Facility Reservation Request and Agreement" form.
3. The group or person seeking facility use must be willing to take responsibility for the facilities and equipment used and must agree to abide by the church's rules of conduct for facility use, as stated below and as described in any additional instructions by church staff.