

AGREEMENT FOR USE OF FACILITIES

THIS AGREEMENT FOR USE OF FACILITIES ("Agreement") is made effective this ____ day of _____, 201__, by and between Solon Center Wesleyan church (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 15671 Algoma Avenue, Cedar Springs, Michigan, 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. **Event type.** Circle below the option that most closely reflects the type of event to be held: (Circle)
Meeting Party Informal gathering Class/lecture Ceremony Wedding rehearsal Wedding
Wedding reception (*Wedding rehearsals and/or receptions following ceremonies are included at no extra cost.*)

2. **Date(s) of Use.** This Agreement is for use on: _____ (date).
(Wedding Rehearsal date if applicable: _____.)

3. **Time.** Use of the facility for the event is authorized from expected time of arrival _____ to departure time _____. Event/Wedding begins at: _____. Wedding Rehearsal (if applicable) time of arrival _____ to departure time _____. Rehearsal begins at: _____. Does Rehearsal include rehearsal dinner? Yes No

4. **Expected Number of Attendees.** _____

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

6. **Facilities for Use.** The specific rooms or spaces requested: (Circle)
Sanctuary Kitchen Classrooms (number) _____ Nursery 2nd level (weddings only)
Specify specific classrooms: _____

Party and its guests are not permitted in any other areas with the exception of restrooms. The 2nd level is off limits with the exception of weddings.

7. **Items Requested.** Please indicate the items you will need:

Round Tables (number) _____ 8 ft. Tables (number) _____

Chairs (number) _____

Platform _____

Podium with mic (self contained unit): _____

Remembrance table _____

Guest book stand _____

Piano _____

Other (please explain): _____

Note that the above requested items are made available without any additional cost to Party.

The Church's tech equipment can only be operated by Church personnel for an additional \$75 fee for each service (\$75 Audio, \$75 Video.) Specific equipment needs should be finalized directly with tech personnel.

Audio: Full Sound Capabilities with/sound technician (Pay tech directly)

Number of wired mics _____ Number or wireless mics _____ CD player _____

Video: (Pay tech directly Play DVD _____ Play PowerPoint _____

Other _____

8. **Set-up.** The Church provides NO SET UP of any room as to arrangement of tables and chairs, podiums, etc. For set-up time needed outside of the agreed rental hours, special arrangements will need to be requested at least 10 business days prior to the date of the event. *Exception: Weddings requiring a center isle will be set up by church personnel.*

Wedding - Center isle requested? **Y N**

9. **Use of Kitchen.** If facilities rented include kitchen, Party will be provided with a separate list of guidelines and cleaning requirements regarding the kitchen. Party's signature on this Agreement includes agreement to abide by additional kitchen use requirements, if applicable. See specific use Restrictions in Par. #19.

10. **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. All cars must be removed from the lot by midnight the day of the event. The Church does not provide any parking lot security.

11. **Cleanup.** Party must leave facilities in the same condition as upon arrival – orderly and clean, all furniture/tables & miscellaneous returned to its original location. **(Do not drag tables, chairs or furniture. This causes burns and permanent marks on the carpet.)** If using the kitchen, all dishes and equipment must be cleaned and put away. Trash should be collected and bagged and placed in trash bin located at Northwest side of parking lot. Note: Party is responsible for cleanup of trash in parking lot or surrounding grounds left by Party's guests by the end of the day of the event. If additional time is needed, special arrangements must be requested at least 10 business days prior to the date of the event.

Cleanup services can be provided to a Party for a flat rate of \$100. 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.

12. **Staff on Site.** For weddings with clergy not provided by the Church, 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.

13. **Key.** A key will be issued when Church personnel are not available for entry. **Security deposit is forfeited if key is not left as instructed when leaving the premises the day of the event. See rental checklist for instructions.**

14. **Evidence of Insurance.** Party is required to provide evidence of liability insurance covering its event and guests and the facility during the full course of the event scheduled to take place at the Church. **(A copy of Party's homeowners insurance, business insurance or renters insurance policy should suffice. \$500,000 liability coverage is requested).** Copy 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 copy. Failure to timely provide this copy will result in cancellation of this Agreement and the loss of initial deposit.

15. **Third Party Personnel.** If Party has engaged the services of a caterer, musicians, photographers or other third parties that will make deliveries, or otherwise need access to the facilities prior to the day of event, prior arrangement with church must be made. The names & contact information of all such persons or companies must be provided to the Church in advance. *Note: On-site caterer must provide proof of insurance effective during event.*

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

17. **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.

18. **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.

19. **Use Restrictions.** Party and Guests agree to the following restrictions while using Church facilities:

- a. No smoking, alcoholic beverages, or use of any illegal substances on Church grounds.
- b. No profanity.
- c. No provocative clothing or clothing with offensive pictures, words or sayings.
- d. No criminal activities or violations of local ordinances including noise ordinance.
- e. No dangerous activities including use of open flames with the exception of unity candles. Battery powered candles are encouraged.
- f. No defacing of the physical property including but not limited to: tape, staples or nails on any surfaces.
- g. No firearms, explosives, fireworks or similar items.
- h. No uses for any activities related to practices contrary to Church religious beliefs or The Discipline of the Wesleyan Church. (example: gambling including 50/50 raffles and/or marriages other than between a man & woman). Contact the church office as needed for additional information about the degree to which your event conforms to the guidelines of The Wesleyan Discipline.
- i. Use of the platform and or any equipment therein is off limits without prior arrangement for use. Weddings and wedding photography periods are an exception.
- j. All food must be catered. No cooking is allowed in the kitchen. Absolutely no red or colored drinks are allowed. Use only coffee, clear drinks or water.

20. **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.

21. **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.

22. **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 of 400. Do not block or otherwise impede any hallway, entryway, door or emergency exit. Do not cover any emergency exit signs. Please follow all emergency procedures posted throughout the facility.

23. **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.

24. **Base Rental Cost.**

Basic Rental: \$150, plus a \$50 security deposit. Total of \$200.

Weddings, including rehearsal and/or reception: \$550, plus a \$400 security deposit. Total \$950.

Please make checks or money orders payable to: Solon Center Wesleyan Church.

25. **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.

26. **Payment.** Payment shall be made in full upon signing of this Agreement or in the following installments: \$_____ deposit. The remainder of \$_____ (base cost) must be paid no later than ten (10) days prior to the date of the event. *Note that payments for sound technician are made directly to such personnel.*

27. **Refunds.** Refunds requested 90 days or more prior to the event date will be refunded at 100% plus security deposit. Refunds requested 45-89 days prior to the event date will be refunded at 90% plus security deposit. NO REFUNDS will be given 44 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.

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

29. **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.

(Party name here)

(Date of Event)

(Signature, and title if Party is an organization)

(Printed name)

Address of Party: _____

Return Deposit to (Address): _____

Contact number/s 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: _____

Solon Center Wesleyan Church

By: _____

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

For Office Use Only:

Basic Rental: _____

Security Deposit: _____

Wedding: _____

Clean up services: _____

Total Base Cost: _____

Total Deposit: _____

Total Cost: _____

Payment made on: _____ of \$ _____

Payment made on: _____ of \$ _____

Balance payment made on: _____ of \$ _____

Security Deposit \$ _____ Returned on _____

Personnel Needed:

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

Tech: Yes No Request made on: _____ Name: _____

Updated: 12/1/2017