

Facilities Use Agreement

This agreement by and between South County Baptist Church ("SCBC"), and

_____ ("User"), WHEREAS, User desires to use the church facilities as prescribed below, and WHEREAS, SCBC has agreed to allow User to use the facilities provided that the following terms and conditions are met.

Event / Activity Information

Person Requesting use (signee): _____ Date: _____

Phone: _____ email: _____ Fax: _____

Church Member: Non-Member:

Group / Organization: _____

Address: _____

Date(s) requested: _____ Recurring? Yes: No:

If recurring, days requested: End date: _____

S M T W TH F S

of Attendees/participants: _____

Duration of event (hours): _____ Start time: _____ End time: _____

Arrival time (for set-up): _____ Departure time (allow for clean-up): _____

Purpose / type of function: _____

Additional Information: _____

Official office use only	
Proof of Insurance required	<input type="checkbox"/>
Proof of Insurance received	<input type="checkbox"/> Date received: _____
Full payment received	<input type="checkbox"/> Date received: _____

Room Requirements

Rooms needed (check all rooms that apply):

- | | |
|---|---------------------------------------|
| <input type="checkbox"/> Worship Center | <input type="checkbox"/> Library |
| <input type="checkbox"/> Gathering Area (Foyer) | <input type="checkbox"/> Gym |
| <input type="checkbox"/> Conference Room | <input type="checkbox"/> The Commons |
| <input type="checkbox"/> Multi-media Classroom | <input type="checkbox"/> Kitchen |
| <input type="checkbox"/> Preschool Wing | <input type="checkbox"/> Other: _____ |

Kitchen requirements: Full use (cooking): Staging/serving only (no cooking):

Additional food & beverage service requirements: _____

Furnishing Requirements:

Seating:

- | | |
|--|----------------------|
| <input type="checkbox"/> 6-ft round tables (seats 8) | Qty. required: _____ |
| <input type="checkbox"/> 5-ft round tables (seats 6) | Qty. required: _____ |
| <input type="checkbox"/> 8-ft rectangle tables (seats 8) | Qty. required: _____ |
| <input type="checkbox"/> 6-ft rectangle tables (seats 6) | Qty. required: _____ |

Number of chairs: _____

Staging / Serving:

- | | |
|--|----------------------|
| <input type="checkbox"/> 8-ft rectangle tables | Qty. required: _____ |
| <input type="checkbox"/> 6-ft rectangle tables | Qty. required: _____ |

Other: _____

Audio / Visual Equipment Requirements:

- | | |
|---|---|
| <input type="checkbox"/> Projector & Screen | <input type="checkbox"/> Does the video require sound? Yes: <input type="checkbox"/> No: <input type="checkbox"/> |
| <input type="checkbox"/> TV (42" flat screen on cart) | <input type="checkbox"/> DVD Player |
| <input type="checkbox"/> Worship Center Sound System | <input type="checkbox"/> Microphone |
| <input type="checkbox"/> Mobile Sound System | <input type="checkbox"/> Powerpoint |
| <input type="checkbox"/> Laptop hookup | |

Audio / Visual Equipment Requirements (cont.):

Other Equipment Requirements:

Require A/V Operator Duration (# of hrs): _____ Start time: _____ End time: _____

Special instructions: _____

It is Therefore Agreed By and Between the Parties:

1. SCBC agrees to let User use the above described premises for the above described purpose.
2. **Fee Agreement.** User agrees to pay SCBC _____ for the use of the premises.
Amount
- Non-Fee Agreement.** In consideration for the benefit of using SCBC's facilities, User agrees to abide by all the terms and conditions of use described in this agreement.
3. User agrees to submit full payment of the amount identified above no later than 7 days prior to event.
4. User agrees to not exceed usage times and/or duration identified above. User agrees to pay additional predefined hourly fees for time exceeding that which is identified in this agreement.
5. User acknowledges that a kitchen committee member must be scheduled if cooking will occur.
6. User agrees that it will not use the premises for any unlawful purposes.
7. User agrees that it will not use the premises for any purpose that is contrary to the mission, purpose, beliefs, or bylaws of the SCBC, which is a biblically-based religious institution.
8. User agrees that it will not use intoxicants or tobacco products on church property.
9. User agrees that it is not renting SCBC facilities for the purpose of making money.
10. User agrees to abide by any rules or regulations for the use of the premises that are attached to this agreement.
11. User agrees to pay for any damages or breakage to SCBC property that occur as a result of its use of SCBC facilities.

12. Church members only: User agrees to clean up at the conclusion of his/her event per the clean-up guidelines and checklist provided. If the user fails to clean per guidelines, SCBC reserves the right to charge user a \$50 fee for custodial services.
13. User agrees that no portion of the building, other than those identified in this agreement, will be used. User accepts responsibility for insuring that participants stay in the assigned areas. If it is determined that other portions of the building have been used, User agrees to pay predefined fees associated with those areas.
14. Organizational Users. Non-church User promises and warrants that it carries liability insurance with a minimum liability occurrence limit of \$1,000,000. The User will provide a certificate of insurance to the SCBC at least seven days prior to the date upon which the User begins to use the above described premises. The certificate of insurance will indicate that User has made SCBC an "additional insured" on User's policy with respect to the use by User of the above described premises. Individual Users. User promises and warrants that User will obtain signed Activity Participation Agreements (either provided by or acceptable to SCBC) from each participant in the activity. If the participants are minors, User will obtain the signature of at least one parent or legal guardian on each Activity Participation Agreement. Name of User's contact person SCBC's name SCBC's complete address User's name User's complete address Day Month Year Time period Complete address Type of use Area of premises (e.g. church building) Purpose of use Describe times and days of usage Name and SCBC's contact person Amount M79 (06/12) SCBC Signer's Name Position with SCBC (title) User Signer's Name Position with User (title) day month year.
15. User agrees to hold harmless, indemnify and defend SCBC (including SCBC's agents, employees, and representatives) from any and all liability for injury or damage including, but not limited to, bodily injury, personal injury, emotional injury, or property damage which may result from any person using the above described premises, its entrances and exits, and surrounding areas, for User's purposes, regardless of whether such injury or damage results from the negligence of the SCBC (including SCBC's agents, employees and representatives) or otherwise.
16. User agrees to be responsible for preparing for use and returning to the pre-use condition all areas of the premises which User will use, including entrances and exits.
17. User agrees to conduct a visual inspection of the premises, including entrances and exits, prior to each use, and warrants that the premises will be used only if it is in a safe condition.
18. User acknowledges that this agreement limits recurring building use to a maximum of 3 months duration. User and SCBC must enter into a new Facilities Use Agreement every 3 months.
19. This agreement may be cancelled unilaterally by either party with 14 days written notice to the other party.
20. SCBC reserves the right to cancel any building use agreement should User be found in violation of said agreement or SCBC determines that the use is in conflict with the mission and ministry of the church.
21. In the event that SCBC must cancel this agreement, User will be entitled to any deposit User has paid. However, in no event will SCBC be liable to User for any lost profits or incidental, indirect, special, or consequential

damages arising out of User's inability to use the above described premises, even if SCBC has been advised of the possibility of such damages.

- 22. User agrees that it will not assign any of its rights under this agreement, and any such assignment will void this agreement at the sole option of the SCBC.
- 23. SCBC and User agree that any disputes arising under this agreement will be resolved via a mutually acceptable alternative dispute resolution process. If SCBC and User cannot mutually agree upon such a process, the dispute will be submitted to a three-member arbitration panel of the American Arbitration Association for final resolution.
- 24. This document contains the entire agreement of the parties and supersedes all prior written or oral agreements relating to the subject matter.

Usage Fee Agreement

Facility or Service	Usage Fee
Non-refundable security deposit	\$
Base facility rental fee	\$
Additional large event fee (300+ attendees)	\$
Additional room(s) rental (other than kitchen)	\$
Kitchen use	\$
Kitchen committee member	\$
A/V Operator	\$
Childcare	\$
Standard custodial services	\$
Additional custodial fee (Fri. & Sat. events)	\$
TOTAL	\$

Ministry Staff (SCBC)

User

Signer's Name

Signer's Name

Title / Ministry staff position

Title / Position with User

Date Approved: _____
Date

Fee Structure/Schedule

	Member	Non-Member
Non-refundable security deposit	N/A	\$50
Base Facility use fee	N/A	\$50
Additional large event fee (300+ attendees)	\$25	\$50
Room (Per Hour)		
Worship Center	\$50	\$100
Gathering Area (Foyer outside Worship Center)	\$10	\$15
Conference Room	\$10	\$20
Library	\$10	\$20
Preschool Wing	\$20	\$50
Multi-media Classroom	\$10	\$20
Gym	\$15	\$30
The Commons (Dining/Fellowship Area)	\$15	\$50
Gym & The Commons	\$20	\$65
Kitchen		
Full use (cooking)	\$20	\$50
Staging/Serving only (no cooking)	N/A	\$15
Services		
Audio / Visual operator (for first 3 hours)	\$75	\$75
Audio / Visual operator (per hour after first 3 hours)	\$25	\$25
Kitchen committee operator (for first 3 hours)	\$50	\$50
Kitchen committee operator (per hour after first 3 hours)	\$25	\$25
Standard custodial services	N/A ⁽²⁾	\$50
Weekend custodial services (Fri. & Sat. events)	N/A ⁽²⁾	\$100
Childcare (per worker per hour)	\$15	\$15

Notes: (1) Fees subject to change without notice

(2) A \$50 fee will be assessed if members do not clean area per clean-up guidelines and checklist provided.