

Tusculum Cumberland Presbyterian Church
Building/Facility Use Agreement

This is a legal contract. Read before signing

(Revised 8-15-2018)
(Approved 7-22-2018)

Reservations

Go to the Tusculum website, www.tusculumchurch.com Click on Events Calendar. Determine if the date and time you are requesting is currently available (beware that others may be trying to get the date and time as well. A blank date does not mean it is guaranteed available.) If the date and time appear available, click on “forms” at the top of the website. Find the forms that are needed for your event and print them off. Determine the total deposit and fee to be charged. If you want to reserve a date complete and sign the forms, make out a check for the applicable deposit and fee and turn all into the church office. Once you have completed this process the date will be added to the calendar. (NOTE: all checks will be deposited.) If you do not have access to a computer you may contact the church administrator between 9:00 am and 3:00 p.m. Monday through Thursday, and you will be given information regarding how to contact the Facilities Coordinator. Forms may be picked up at the church office during the above hours. Confirmation will only occur after a properly executed Building/Facilities Use Agreement, including any endorsements or attachments, and all applicable fees, deposits, and certificates (if applicable) have been submitted to the church office.

Definitions

Associate

An Associate is defined as: In addition to those who have physically joined the church, those who have shown a regular willingness to be a part of the church family through their attendance and participation.

Extended Use of Facility

The schedule of fees is designed for those wishing to use the facilities for up to two days. A separate contract will be required when the USER wishes to use the facilities for more than two days or an on-going period of time.

Use of Facility by Church Member(s)/Associates for Church Member(s)/Associates

Contracts and deposits may be waived for church members/Associates using the fellowship hall for church members/Associates. Custodial fees may also be waived. These waivers are for incidental activities; e.g. birthdays, anniversaries and showers.

Use of Facility for Profit

A separate contract will be executed when the USER wishes to use the facilities for profit; member/associate or non-member.

Decorations

Under no circumstances shall decorations or other items be attached to the seating, furniture, or other fixtures by pinning, gluing, stapling, or nailing. Removable, non-destructive methods are the only acceptable methods.

Miscellaneous

- No alcoholic beverages of any kind may be brought on to the campus for any reason. Smoking is prohibited inside the buildings and within 50' of any entrance.
- All users and their guests must vacate the property within two hours of the end time of the event. This two hours allows for cleaning time. The property must be vacated by 11:00 p.m.

Specific Facility Requirements

Sanctuary

- There is an additional fee for moving the risers.
- The grand piano is not to be moved for any reason without the assistance of authorized staff. The USER is responsible to the PROPERTY OWNER/LANDLORD for any and all damages to the piano.
- Any church furniture that is moved must be put back by the USER immediately following the event.
- If any of the items in the choir area are to be moved you must use an audio technician from our church to move them and put them back. There is a charge for this service. This fee is included if you are using the audio technician for your event.
- If you need any audio/video/lighting during your event you must schedule one or more of our audio/video personnel for your needs. Under no circumstances will an outside person be allowed to run the audio/video/lighting services in the sanctuary, fellowship hall, or gym.
- The use of real or artificial candles with an open flame is prohibited with the exception of candles used in a Unity Setting during a wedding. Those candles must be placed on a non-flammable surface, on a sturdy table, and not within 3 feet of any flammable nearby material.
- Once the church is decorated for Easter and Christmas, these decorations will not be moved for any reason or event. You must work around them and then remove your items immediately after the event.
- Use of real flower petals is prohibited.

Church Lobby

- No fixtures are to be moved without prior approval. All other items must be returned to their original location at the conclusion of the event.

Fellowship Hall, Kitchen, and Gym

- The Fellowship Hall, Kitchen, and Gym shall be left clean. There is a cleaning fee for use of these facilities but that does not excuse the USER from the following:
 - All utensils, serving plates, and cookware must be cleaned and placed in its proper cabinet, drawer and/or shelf.
 - Counter tops and tables must be wiped clean.
 - Floors must be swept and/or vacuumed.
 - All trash must be taken to the receptacle next to the playground.
 - Dish towels must be washed and returned before any deposit is returned. If you are not returning to the church you may replace these with new ones and throw away or keep the soiled ones.
 - Chairs and tables in the gym must be returned to the storage place the items were taken from leaving the gym floor in the same configuration found upon entering the facility.
 - The fellowship hall kitchen dishwasher shall not be used unless USER personnel have received appropriate training from the PROPERTY OWNER/LANDLORD on operating procedures.
 - The stove **ABSOLUTELY CAN ONLY** be used by those church members who have been trained to use the stove.

General Conditions

(Please complete the following)

It is agreed between the Tusculum Cumberland Presbyterian Church, hereinafter referred to as PROPERTY OWNER/LANDLORD and

Hereinafter referred to as USER that the PROPERTY OWENER/LANDLORD, shall allow the USER access and the use of the FACILITY as conditioned and described below, including any endorsements or attachments, subject to all the policies and procedure of PROPERTY OWNER/LANDLORD, and in consideration of any deposits or fees payable and due at the signing of this Use Agreement.

This Agreement is not final until all required completed and signed forms, deposits and fees, if any, are paid in full to the Property Owner/Landlord. Note that all checks including deposits will be deposited into the Property Owner/Landlord's Bank upon receipt. Valid deposit refunds will be sent out no later than 30 days after the event.

MEMBER/ASSOCIATE _____ NON-MEMBER _____
 USER, AS LISTED ABOVE, IS: INDIVIDUAL _____ ORGANIZATION _____
 ORGANIZATION NAME _____
 FACILITY/FACILITIES TO BE USED _____
 DATE(S) OF USE _____
 FROM: _____ A.M./P.M. TO: _____ A.M./P.M.
 IS ANY ADMISSION FEE CHARGED? YES ___ NO ___ AMOUNT \$ _____
 PURPOSE OF USE (Type of Activity) _____
 SPECIAL EQUIPMENT NEEDS _____
 SPECIAL PERSONNEL NEEDED _____

Note: PROPERTY OWNER/LANDLORD is not responsible to provide any special equipment or personnel unless the same has been specifically agreed to by the PROPERTY OWNER/LANDLORD and the USER and the specific related terms for the special equipment or personnel have been set forth above and charged as outlined in the BUILDING/Facility Policies and Usage Rates documents.

The undersigned has been given authority to act for and be responsible for the USER executing this application. USER will see that the FACILITY is not misused or abused, that there is proper supervision of Facility access and use at all times, that the FACILITY (FACILITIES) is/are used in conformity with all policies and regulations of the PROPERTY OWNER/LANDLORD, and that all other terms of this BUILDING/FACILITY USE AGREEMENT are adhered to and followed.

The undersigned understands and agrees that this BUILDING/FACILITY USE AGREEMENT does not establish an employer-employee relationship between USER and PROPERTY OWNER/LANDLORD, and that the event is neither a conducted event nor a sponsored event of the PROPERTY OWNER/LANDLORD. In addition, it is understood that PROPERTY OWNER/LANDLORD will not exercise any physical or other control over the operation of the event other than those already spelled out in this BUILDING/FACILITY USE AGREEMENT, and, in the BUILDING/FACILITIES POLICY AND RATES documents attached to this agreement. In addition, USER understands that PROPERTY OWNER/LANDLORD is not providing any supervision or security by this agreement. The Property Owner/LANDLORD maintains the right to monitor any and all activities conducted by the USER during any event.

SECTION 1
NO OTHER PROMISES OR WARRANTIES
(MUST BE CHECKED BEFORE USE BEGINS)

User understands that no promises are made otherwise than what is contained in this agreement, that no warranties have been made that the FACILITY will be adequate for USER'S planned use, and that USER accepts the FACILITY in an AS IS condition. _____ **(USER TO INITIAL)**

USER has inspected the facility to be used and has independently determined that it is suitable and safe for its particular purpose. _____ **(USER TO INITIAL)**

USER understands that if an audio or video copy of the event is requested (included in separate fee) that these are non-professional mediums and that the PROPERTY OWNER/LANDLORD makes no promise of quality, or that the recording will be successful. _____(USER TO INITIAL)

SECTION 2

IMPORTANT: If you checked "INDIVIDUAL" on page one, do NOT complete this section and go to SECTION 3.

INSURANCE

LIABILITY INSURANCE

USER at its sole cost and expense shall maintain during the DATE(S) OF USE of this agreement public liability insurance insuring against ALL liability of USER, PROPERTY OWNER/LANDLORD, and their authorized representatives arising out of and in connection with USER's use of the FACILITY, with a liability limit of: Combined Single Limit \$1,000,000

Certificate Submitted to OWNER/LANDLORD: YES _____ NO _____

It is the intention of both USER and PROPERTY OWNER/LANDLORD that the public liability insurance shall insure performance by USER of the express indemnity provision contained below. However, the limits of such insurance shall not limit the liability of USER hereunder.

If requested, PROPERTY OWNER/LANDLORD shall be named as an additional named insured on the insurance policy purchased by USER, which is the subject of this agreement.

AGREED: YES _____ NO _____

USER MUST provide PROPERTY OWNER/LANDLORD with a copy of the certificate of insurance evidencing that it has complied with the insurance requirement of this agreement prior to using any facility.

SECTION 3

FEES

IMPORTANT: A complete list of fees is attached to this agreement.

Total Fees to be Paid by USER: \$ _____

Deposit Due at the Time Contract is Signed: \$ _____

(The refundable Security Deposit and 25% of additional fees are due when contract is signed.)

Total Due At Signing of Contract: \$ _____

Balance Due: \$ _____

Balance is due 30 days before the first date of use.

Refunds will not be granted until the following are complete. Note that if damage is done, attributable directly or indirectly to the USER and the event, additional cost above the deposit, may be incurred by the USER, who is ultimately responsible.

1. The facility must be returned to its original state and condition including stated cleaning.
2. Everything brought into the facility by the USER has been removed from the church campus.
Note: Nothing may be stored at the church before or after an event.
3. If the event is cancelled prior to two week of the scheduled date(s) of use, all Deposits and fees will be returned to the USER.
4. If the event is cancelled in less than fourteen days prior to the beginning date of the event, there is a cancellation charge of \$50.
5. If the event is cancelled and the church is not notified, there is a cancellation fee of \$200.
6. If the OWNER/LANDLORD cancels the event, all fees are returned to the USER.

**SECTION 4
INDEMNITY PROVISION**

USER agrees to save, indemnify, and keep harmless PROPERTY OWNER/LANDLORD against any and all liability, claims, judgments, or demands, including demands arising from injuries or death of persons (USER’S employees included) and damage to property in which PROPERTY OWNER/LANDLORD shall be named a defendant and which involves claims arising directly or indirectly from, as a result of, or in connection with USER’s use of the premises. It is the intention of the parties that the indemnity provided by this agreement provides for indemnity to the PROPERTY OWNER/LANDLORD for the PROPERTY OWNER/LANDLORD’s own act of passive negligence that solely or contributorily cause liability to the PROPERTY OWNER/LANDLORD but USER is not indemnifying the PROPERTY OWNER/LANDLORD for the PROPERTY OWNER/LANDLORD’s own acts of active negligence that solely or contributorily cause liability to the PROPERTY OWNER/LANDLORD.

USER

DATE

PROPERTY OWNER/LANDLORD

DATE