

HOPE PRESBYTERIAN CHURCH
Facility Use Request and Agreement

Hope's first priority regarding use of the church facility and equipment is for the church's worship, teaching and church-sponsored activities. The church also recognizes its responsibility to open the facility to other organizations that benefit the community as a whole. These guidelines set forth reasonable rules and provide a fair sharing of the church's cost of granting such use of the facility.

Contracting Individual or Organization (User)

Name: _____ Church Member: _____

Address: _____

City: _____ Zip Code: _____ + _____

Home Phone: _____ Cell Phone: _____

Email: _____

If renting space "on behalf of an Organization," provide the organization's name and address:

Group Affiliation:

_____ Church Sponsored _____ School _____ Non-Profit (501c) _____ Charitable _____ Fraternal

Other (describe) _____

Number of People Attending: _____ Number of Adult Supervisors (if applicable): _____

What rooms or areas of the church to be used? Check all that apply.

_____ Sanctuary (600) _____ Fellowship Hall/Activities and Education Center (200)

_____ Small Classroom (12) _____ Large Classroom/Multipurpose Room (30-50)

_____ Kitchen _____ Piano _____ Grounds (Fee Arranged)

Use: One Time _____ Repeat _____

If classrooms are used, please specify which are needed: _____

Please indicate activities planned during use: _____

Date(s) of use: Start Date: _____ End Date: _____

Time of day: Start Time: _____ End Time: _____

Hours the area(s) will be in use (including set-up and clean up): _____

Need access to kitchen? _____ No _____ Yes If yes, for what purpose: _____

If church sponsored event, has childcare been requested: _____ Yes _____ No

Sound system – please check one: _____ Do not need sound system

_____ Will provide own sound system

_____ Will use church sound system (see church equipment)

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SCHEDULE OF FEES

	Hope Member	School or Non-Profit	All Others
Sanctuary	\$300	\$400	\$600
Large Classroom or Multi-purpose Room	\$55	\$55	\$105
Small Classroom	\$0	\$50	\$50
Fellowship Hall or A & E Center	\$100	\$200	\$300
Kitchen (Fellowship Hall)	\$50	\$75	\$100
Kitchen (A&E Center)	\$25	\$25	\$25
Gymnasium	\$100	\$200	\$300
Custodial Fee (per hour/per custodian)	\$25	\$25	\$25
Room Setup Fee	\$25	\$25	\$25
Sound System Usage (per hour/3 hour minimum)	\$25	\$25	\$25
Reservation Deposit	\$25	\$25	\$25
Security/Damage Deposit (\$50 minimum)	½ Total Usage Fee	½ Total Usage Fee	½ Total Usage Fee

Usage fees are for up to 4 hours; prorated fees for additional hours will be added to the stated fee. Custodial assistance is required for all facility rentals.

Agreed Total Fees: \$ _____, as approved by: _____

Amount of Deposit Received: \$ _____ Date Received: _____, 20_____

Received By: _____ Check #: _____

Balance Due (15 days prior to event) Amount: \$ _____

Balance Received: \$ _____ Date Received: _____, 20_____

Received By: _____ Check #: _____

Certificate of Insurance _____ or Waiver of Liability _____ Received

For Office Use			
Calendar free on date(s) requested:	Yes	No	
If church sponsored event has childcare been requested:	Yes	No	Confirmed
Scheduled: <input type="checkbox"/>			

HOPE PRESBYTERIAN CHURCH Facility Use Request and Agreement

Hope Presbyterian Church (“Hope”) allows members of the community to rent the Facilities identified above on a case by case basis, subject to the approval of Hope’s Stewardship Commission and the terms and conditions of this Facility Use Request and Agreement (“Agreement”).

CONTRACTING INDIVIDUALS:

Promise to closely supervise all activities on the premises, protect the property of Hope Presbyterian Church and observe the following rules:

- Users agree to pay for all damage and for cleaning expenses.
- Hope will not be obligated to perform any room setup, unless identified at the time of submittal of this Agreement. Please attach room set-up drawing and remit appropriate fee.
- Inappropriate behavior or use of the facilities will be cause for immediate termination of this Building Use Agreement.
- Hope Presbyterian Church reserves the right to cancel any future scheduled use for any reason and without cause.
- All ongoing-use use permits expire annually on December 31. Building use after expiration requires a new agreement.
- Hope reserves the right to refuse to rent Facilities to anyone or to consider any Agreement that is submitted to Hope’s office less than 30 days or more than 120 days before the desired use. Hope may ask the Licensee to move to a different space or cancel this Agreement as to a particular date if there is a funeral and the Agreement involves the use of the Sanctuary, Fellowship Hall or Kitchen.

ALCOHOLIC BEVERAGES

No alcoholic beverages may be possessed, served or consumed in the church facility or on church property.

SMOKING

Hope Presbyterian Church is a smoke-free facility.

CHURCH EQUIPMENT

Church equipment shall not be used off premises for non-church related activities.

The church integrated sound system is available for use during non-church sponsored activities in the sanctuary. Use of the sound system is subject to payment of a sound tech fee. There is an alternate portable sound system available for use in the Fellowship Hall. The Hope owned digital projectors are only available for use by church members and with supervision by a member of the Hope staff.

PLAYGROUND USE

Only groups with prior approval by the Stewardship Commission and appropriate insurance coverages will be allowed to use the playground(s). Per manufacturer safety guidelines, at no time shall any child or adult over 60 pounds use the playscape(s) or playground equipment.

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KITCHEN RULES

All users of the kitchen are required to leave it clean and uncluttered for the next user. Dishes must be in the dishwasher or hand washed, dried and put away. Counters and floors must be wiped clean.

RETURN OF FACILITIES

Prior to expiration of the time reserved for the User's use of the Facilities, User must vacate the Facilities, return the keys to Hope's office, place all trash in waste receptacles and surrender the Facilities in a reasonably clean condition, without damage or alteration to the condition in which Hope delivered such Facilities to User.

Any group renting the Sanctuary on a Saturday evening will be responsible for returning all furniture including choir chairs, pastor's seats, communion table, etc. to the chancel area in preparation for the Sunday morning services. **This will be done under the supervision of a Hope custodian.**

FEES AND DEPOSITS

User agrees to pay the usage fee set forth in the fee schedule above for use of the applicable facilities, reservation and security/damage deposits and a one-hour minimum custodial fee for the room setup, take down and cleaning of the Sanctuary or Fellowship Hall, if applicable.

Upon execution of this agreement by User, User shall pay to Hope a \$25 non-refundable reservation deposit and a security/damage deposit in the amount of ½ of the total usage fee (security/damage deposit - minimum charge \$50). The reservation fee shall be credited against the total usage fee. Hope may use the security/damage deposit to pay for cleaning of the facilities or for damages to any church property damaged by User or any individual's participating in User's events or activities. After paying such cleaning or repairs, Hope will return, within a reasonable time after the end of the Usage Term, any remaining portion of the security/damage deposit to User at User's address set forth above.

Balance of fees is due 15 days prior to event.

WAIVER OF FEES

Hope reserves the right to waive User's obligation to pay all or any portion of the usage fee, custodial fees, reservation deposit or security/damage deposit, including for the use of the facilities by groups designated under section 501(c) of the Internal Revenue Code of 1986, as amended ("501c"), during normal operation hours (M-Th 8am-5pm or Fri 8am-12pm, excluding holidays designated by Hope). Any waiver of the usage fee, custodial fees, reservation deposit or security/damage deposit shall be subject to User's compliance with the terms and conditions of this agreement and the reimbursement upon Hope's request for any excess costs.

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SCHEDULING

The Office Coordinator will only be responsible for the master scheduling of all facilities usage (including assistance with securing a pastor, custodian, sound system technician, funeral coordinator or wedding assistant).

Event schedules will be considered firm or final only after all of the following conditions are satisfied:

- Proper approval has been granted;
- “Facility Use” Agreement has been signed by both the User and a Stewardship commission representative;
- Custodian, sound system technician, funeral coordinator and/or wedding assistant have been secured; and
- Reservation and security/damage deposits have been paid.

The User or representative of the User is responsible for verifying that all items listed above have been completed and the completed paperwork turned in, thus confirming their future use of the facility.

All single use requests and any ongoing-use agreements (“ongoing-use” is defined as an arrangement for the use of church facilities on a regular basis over a period equal to or exceeding one calendar month) require approval by the Stewardship Commission after checking availability with the church secretary.

TERMS OF USE AGREEMENT

- A Facility Use Request and Agreement is required before any use of the facilities by User and the required reservation and security/damage deposits (such as fees for the custodian, wedding assistant, funeral coordinator and/or sound system tech) must be paid when the agreement is signed.
- The activity will not be considered “**scheduled**” or “**approved,**” until all deposits and fees have been received and approval has been granted as set forth above.
- The Facility Use Request and Agreement must be signed by one or more responsible contracting individuals who will be responsible for supervision of the building use and for any damage or misuse.
- Cancellation of the event requires at least 30 days’ notice prior to the scheduled event in order to receive a refund of the security/damage deposit. The cancellation notice shall be in writing and delivered to the church secretary (email address: office@hopeaustin.org)
- The User will be responsible to assure compliance with the rules as contained in the agreement and any rules posted on the premises.
- All ongoing-use arrangements shall begin on June 1 and end on May 31. They will be subject to annual renegotiation or termination. Ongoing-use agreements are subject to change based upon church needs.

INDEMNITY AND HOLD HARMLESS

Hope shall not be liable for any damage to, removal of, or loss of any property of Licensee or its Agents occasioned by any theft, burglary, larceny or vandalism of any kind. The User will neither hold nor attempt to hold Hope or its management, agents, representatives, directors, officers or employees (collectively, the “Indemnitees”) liable for, and The User will indemnify and hold harmless the Indemnitees, from and against, any and all loss, costs, demands, claims, causes of action, fines, penalties, damages, liabilities, judgments, and

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expenses (including, without limitation, attorneys' fees) incurred in connection with or arising from the following, except for any injury or damage to persons or property on or about the Facilities to the extent caused by the gross negligence or willful misconduct of Hope: (a) the use of the Facilities by the User or its agents; (b) any activity, work or thing done, permitted or suffered by the User or its agents in or about the Facilities; (c) any acts, omissions, or negligence of the User or its agents; (d) any breach by the User or its agents of any terms or conditions of this Agreement or any laws, rules, or regulations of governmental authorities with jurisdiction over the facilities; and (e) any injury or damage to person or property of the User or its agents. **THE FOREGOING INDEMNITY AND HOLD HARMLESS AGREEMENT SHALL APPLY TO THE NEGLIGENCE OF THE INDEMNITEES TO THE EXTENT THAT THE NEGLIGENCE OF THE INDEMNITEES IS BASED UPON A FAILURE OF THE INDEMNITEES TO SUPERVISE OR MONITOR THE ACTIVITIES OF THE LICENSEE OR ITS AGENTS IN OR ABOUT THE FACILITIES OR THE FAILURE OF HOPE TO ENFORCE THE PROVISIONS OF THIS AGREEMENT.**

INSURANCE

The User represents that it carries standard general liability insurance coverage with a minimum of \$1,000,000 per occurrence and \$2,000,000 general aggregate. Upon request, User will provide the church with proof of liability insurance, and if requested, will add the church as an additional insured under User's general liability policy.

Exceptions may be made by the Stewardship Commission to instead accept a signed waiver of liability ("Waiver of Liability and Hold Harmless Agreement") by groups or individuals desiring to use the facilities.

MISCELLANEOUS

The User shall not assign its rights under this Agreement without the prior written consent of Hope. This Agreement represents the entire agreement between Hope and the User and may not be contradicted by prior or contemporaneous written or oral agreements of the parties. Amendments to this Agreement must be in writing and must be signed by both the User and Hope. If this Agreement covers a use of facilities that will occur on a regularly scheduled basis, then this Agreement shall automatically renew annually on January 1 of each calendar year, unless terminated by Hope in connection with the User's breach of this Agreement or by either party with thirty (30) days prior written notice for any other reason.

I have received, reviewed and agree to be bound by the terms and conditions of the Hope Presbyterian Church Facility and Equipment Use Guidelines:

(Signed) by CONTRACTING INDIVIDUAL	Date
for _____	(Organization)
(Signed) HOPE PRESBYTERIAN CHURCH REPRESENTATIVE	Date