

**HOPE PRESBYTERIAN CHURCH**  
 Facility Use Request and Agreement

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

**Contracting Individual or Organization (User)**

**Name:** \_\_\_\_\_ **Church Member:**  Yes  No  
**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  Public 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/ Gym(200)  Multipurpose Room or W3 (30-50)  
 Large Classroom AE104/105/106/201/203)  Small Classroom (AE107/206/Library)  
 Kitchen (FC)  Kitchen (A&E)  Piano  Grounds

**Please indicate activities planned during use:** \_\_\_\_\_  
 \_\_\_\_\_

**Date(s) of use: Start Date:** \_\_\_\_\_ **End Date:** \_\_\_\_\_ **Use:**  One Time  Repeat

**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: \_\_\_\_\_

**Sound system – please check one:**  Will use church sound system & staff  Will use church sound system on auto mode  
 Do not need sound system  Will provide own sound system

**Office Use Only**

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\_\_

Has key \_\_\_\_\_ Returned Key \_\_\_\_\_

Rooms	Rooms	Fees

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**SCHEDULE OF FEES**

	Hope Member	Non-Profit (501c)	All Others
Sanctuary	\$200	\$300	\$400
Fellowship Hall or Gym	\$50	\$100	\$200
Multi-purpose Room or W3	\$25	\$50	\$75
Large Classroom (AE104/105/106/201/203)	\$0	\$40	\$60
Small Classroom (AE107/206/Library)	\$0	\$35	\$45
Kitchen (Fellowship Hall)	\$30	\$50	\$75
Kitchen (A&E Center)	\$0	\$25	\$25
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
Refundable Security/Damage Deposit (\$50 minimum)	1/2 Total Usage Fee	1/2 Total Usage Fee	1/2 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.

Public School Concert rates will be determined on a case by case basis.

## HOPE PRESBYTERIAN CHURCH

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Hope Presbyterian Church (“Hope”) allows members of the community (User/Users) to rent the facilities of Hope Presbyterian Church on a case by case basis, subject to the approval of Hope’s Administration Commission and the terms and conditions of this Facility Use Request and Agreement (“Agreement”).

#### **CONTRACTING USER:**

Users agree to closely supervise all of User’s associated activities on the premises, protect the property of Hope Presbyterian Church and observe the following rules:

- Users agree to pay for all damages caused by User and for cleaning expenses associated with their use of the facilities.
- 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 inappropriate use of the facilities may be cause for immediate removal of User from facilities.
- Hope Presbyterian Church reserves the right to cancel any future scheduled use for any reason and without cause.
- 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 User 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, except for designated outside areas.

#### **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 as stated in the fee schedule. A member of the church’s sound team is required to operate this system. Exceptions and/or additional sound requirements will be arranged with the Director of Music for availability and additional fees. A limited sound system is 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 Administration Commission and with 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 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 facilities, reservation and security/damage deposits, and if applicable, a one-hour minimum custodial fee for the room setup, take down and cleaning of the Sanctuary or Fellowship Hall.

Upon execution of this agreement by User, User shall pay ½ of the rental fee and pay the security/damage deposit in the amount of ½ of the total usage fee (minimum charge \$50.) 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.

If the event is cancelled by the User all fees will be returned minus a \$25 reservation fee.

#### **WAIVER OF FEES**

Hope reserves the right to waive User's obligation to pay all or any portion of the usage fees, , 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 any of the usage fees shall still 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 Request and Agreement has been signed by both the User and an Administration 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 Administration Commission after checking availability with the church Office Manager.

**TERMS OF USE**

- 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 fees paid minus the \$25 cancellation fee. The cancellation notice shall be in writing and delivered to the church Office Manager (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 be subject to annual review each year in terms of use and fees. Ongoing-use agreements are subject to change based upon church needs and may be terminated by Hope or the User at any time given 30 days written notice.

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**INDEMNITY AND HOLD HARMLESS**

Hope shall not be liable for any damage to, removal of, or loss of any property of User 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 to the extent permitted by law 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

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 USER 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 Administration 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.

**FORCE MAJEURE**

No party shall have any liability to another in the event of the cancellation of the use of the facilities if such cancellation is caused by or due to Acts of God, the acts or regulations of public authorities, labor difficulties, civil tumult, terrorist attack, strike, epidemic, or any other cause beyond the reasonable control of parties. In the event of a cancellation for "force majeure", the parties will attempt to reschedule the engagement made the basis for this Agreement, or if rescheduling is not feasible or desirable, a refund will be issued for any paid fees with respect to the cancelled engagement made the basis of this Agreement.

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)

\_\_\_\_\_ Date: \_\_\_\_\_  
(Signed) HOPE PRESBYTERIAN CHURCH REPRESENTATIVE