

First Presbyterian Church Facilities Use Contract

This contract is between First Presbyterian Church, 512 7th Street, Columbus IN ("Church"),
and (Contact person and group) _____ ("User"),
from (address) _____ (phone) _____
(email address) _____

The Church agrees to allow User ___ **one-time** ___ **recurring** access to and use of church room(s):

on (date) : _____ from (time) : _____ to _____

for this requested purpose only: _____

with an expected attendance of _____ people who will each pay \$ _____ to the User.

If User is requesting use on a **recurring basis**, the use starts on (date) _____

and ends on _____. This contract can last no more than twelve months.
Church reserves the right to discontinue this contract at any time.

The User will pay the Church _____ as fee for each use instance (Head of Staff may wave fee), and a security deposit. See schedule of fees on page 5.

For church office use only:

Rental Fee paid _____ Date _____ User received key, date _____

Security Deposit paid _____ Date _____ User returned key, date _____

Security Deposit returned _____ Date _____

1. User agrees that it will not use the premises for any unlawful purposes, and will obey all laws, rules, and regulations of all governmental authorities while using the above-described facilities.
 - Smoking, Vaping, Alcohol and Illicit Drug Use are Prohibited – All members of all groups using our facilities shall always abide by a “no smoking / no vaping” rule in all parts of the buildings and property, including corridors, restrooms, and parking lots. Consumption of alcohol or illicit drugs is not allowed on the congregational property, including all buildings and outdoor areas.
 - No firearms, guns, knives or other weapons will be permitted on the premises. This is in accordance with the policies set in place by the Church Session for the building.
2. User agrees to abide by any rules or regulations for the use of the premises that are attached to this contract.
3. Liability Insurance. User promises and warrants that it carries liability insurance (with a minimum liability occurrence limit of \$1,000,000 for organizations requesting Church use). The User shall provide a certificate of insurance to the Church on the date of receiving the Church key (if applicable). User agrees to hold harmless, indemnify and defend Church (including Church’s agents, employees, and representatives) from any and all liability for injury or damage including, but not limited to, illness, exposure to infectious/ communicable disease, 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 Church (including Church’s agents, employees and representatives) or otherwise.
4. 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.

A) Church Property – Church property shall not be loaned, borrowed, or removed from church premises without prior permission from the Head of Staff. Church properties such as chairs, tables, tablecloths, etc. may be used when using the facility under the rules herein.

B) Facility Care – The church area used by User must be left clean and orderly with church furniture and property returned to its designated place. Failure to comply may result in forfeiture of the security deposit and a charge for cleaning the premises.

C) Building Use – During the event, User may temporarily leave unlocked the church door closest to the room being rented only. User shall not leave any other church door unlocked. All User groups shall ensure that all event participants leave the building after the event has concluded.

D) Reservation Time – The reserved room/space may not be used before or after the approved time slot – even if there are no other reservations before or after your reserved time. Only the reserved room(s) may be used the day of reservation. Final clean-up for events must be completely by 9 pm, unless prior approval for other hours is granted. If a group cancels an event for any reason, it must give 24 hour notice to the church office or forfeit security deposit.

8. The congregation reserves the right to pre-empt any facility agreement in cases of emergencies, such as funerals. Notice will be provided as early as possible. If Church must cancel this contract, User will be entitled to any deposit User has paid. However, in no event will Church 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 Church has been advised of the possibility of such damages.
9. Kitchen Rules – Kitchen use must be specifically requested and authorized prior to User's event. It must also be left clean and orderly after use. Trash must be bagged and disposed of in the dumpster, located in the alley. Church supplies are not to be used except by church sponsored activities. If requested, User may use church freezer/refrigerator (not pre-school).
10. Piano and Organ Use – Permission to use the piano, organ, or other church owned instruments must be granted by the Director of Music. Piano and/or organ shall not be moved except by permission from the Director of Music and may require the assistance of professional movers, at the expense of the User group needing use of that area.
11. Sanctuary Sound System – The Sanctuary sound system is available upon request. The system must be operated by trained congregation members or by individuals pre-approved by the Head of Staff and its use will result in an additional fee. No other equipment may be attached to the church sound system without prior approval.
12. Food and Drink – Food and drink shall be limited to designated areas only. No food, drinks or decorations are allowed in the sanctuary, as that is our sacred space. Anyone using the church property is responsible for cleaning after each use – both inside and outside. If a private catering service is used for the event, the caterer must furnish all equipment (e.g., dishes, silver, tablecloths, etc.) and remove them immediately after the event. Storing of catering equipment in the church is not permitted.
13. Decorations – Decorations may not be attached to the walls or doors with tape or anything that would damage the surface. Please seek approval from staff before adhering anything to the walls or ceiling. All decorations must be removed immediately and completely following the event.

14. Storage – Storage space for non-church organizations using the building is limited. All such organizations using the facility will be responsible for storing accessories offsite unless prior arrangements have been made through the church office.
15. Breakage – All persons and/or groups using our facilities are expected to exercise reasonable care and judgment to prevent defacement, damage, or breakage. The person(s) signing the contract for use shall be responsible for paying costs incurred by the church in cleaning, repairing, or otherwise refurbishing any part of the building and/or its furnishings and equipment which, in the judgment of the Property Committee, has been carelessly or irresponsibly subjected to more than normal wear and tear by the person(s) or group(s) involved.
16. Security – The congregation works to maintain a safe and secure environment within the facility; however, no systems are foolproof. We ask that all users pay close attention to personal property and valuables and not leave them unattended. The congregation is not responsible for theft or damage to personal property.
17. Supervision of Children and Youth - The congregation seeks to provide a safe environment for children and youth. User agrees that it is solely responsible to implement appropriate screening and supervision procedures to protect children, youth, and vulnerable adults attending user's function at the above-described facilities. All users of the facility are expected to follow the guidelines of this policy, including the following:
- No fewer than two adults should be present at all times during any program or event involving children.
 - * Please read over our Safe Church policy on our website:

<http://www.fpccolumbus.org/wp-content/uploads/2019/02/SAFE-CHURCH-FPC-POLICY-2017.pdf>
 - Adult supervision of children is required at all times, both inside and outside of the church property, including the parking lot.
 - Children and/or siblings of group members must stay with the group or under the care of additional adult supervisors.

18. Building Use Fees

| | | | |
|-----------|---|------------------|--|
| Sanctuary | 4 hrs or less - \$125; Full day - \$175 | Gym | 4 hrs or less - \$75; Full day - \$125 |
| Laws Room | 4 hrs or less - \$100; Full day - \$150 | Small Youth Room | 4 hrs or less - \$35; Full day - \$50 |
| Kitchen | 4 hrs or less - \$50; Full day - \$75 | Large Youth Room | 4 hrs or less - \$75; Full day - \$125 |
| Classroom | 4 hrs or less - \$35; Full day - \$50 | Custodial Fee | \$75 |

There is a **\$75 security deposit** (may be waived at discretion of the staff) which will be refunded after the event if there are no damages, no alarms set off, no needed additional cleaning needed, and the event ends at the agreed time. Should the Office alarm or Fire alarm be set off during the time of your event or your event doesn't end as agreed, you are still responsible for the \$75 fee (and the building deposit is not returned).

19. In case of emergency, please first call first responders, 911. Then call our emergency contact with the church, Zack Ellison at (812) 350-9585.

- Link to building map - <http://www.fpccolumbus.org/wp-content/uploads/2021/10/Floor-Plans-for-Emergency-Use.pdf>

20. This document contains the entire agreement of the parties and supersedes all prior written or oral agreements relating to the subject matter.

By signing, the User agrees to abide by all the rules and conditions in this contract.

Today's date: _____

User Name _____ Signature _____

Church Staff Name _____ Signature _____

Church staff notes regarding waiving contract provisions: