

# First Congregational Church, 72 Pleasant Street, Claremont, NH - Facility Use Agreement

**Event Title:**

**Event Date:**

**Event Time(s):** \_\_\_\_\_

**Contact Organization:**

**Contact Name:**

**Contact Phone Number:** \_\_

**Contact Email:**

The First Congregational Church (FCC), Facility Use Agreement (Agreement) is non-transferable and is only valid for the room(s), times, and event(s) specified.

\_\_\_\_\_ (hereafter, the RENTER) agrees to comply with all guidelines and policies as outlined in the Agreement. If there are any changes to this Agreement, FCC reserves the right to require a new Agreement to be approved by FCC and the RENTER.

## **RENTAL RATES/PAYMENT/OTHER FEES**

1. **Deposit:** A deposit of \$\_\_\_\_\_ is required to complete the reservation. A check payable to "First Congregational Church," or cash, must be submitted to the church office before this reservation will be considered final. The remainder of the event fee is due in the FCC church office no later than 14 days before the event.
2. **Payment:** The rental payment is due in full no later than 14 days before the scheduled event date or at the time of the reservation, whichever comes last. Checks should be made payable to "First Congregational Church."
3. **Time:** Rental time includes setup and cleanup. The standard event fee includes four (4) hours of total event time plus 30 minutes pre and post for set up and clean up. Additional rental time is booked in one-hour increments. The RENTER is responsible for setting up and breaking down unless the RENTER pays additional sexton fees.

RENTER agrees to clean up after the event, including sweeping. RENTER also agrees to empty all trash receptacles in the rented space as well as inspect rest rooms utilized and clean them if necessary. RENTER understands that failure to comply with this Agreement will result in billing for custodial fees and may result in loss of future rental privileges.

## First Congregational Church, 72 Pleasant Street, Claremont, NH - Facility Use Agreement

4. **Setup/Breakdown:** The setup of chairs, tables, etc. is the responsibility of the RENTER. Doors and hallways may not be blocked at any time. If the FCC asks that something be moved, the RENTER must comply with the request.

5. **Audio/Visual Equipment:** Limited AV including TV/DVD/Wifi is available for rental.

6. **Refunds:** No refund of the deposit will be given, if cancellation is less than four (4) days before the scheduled event. No refund will be given for any portion of the reserved time that is not used.

7. **Cancellation/Renewals:** In the event of a church priority use, FCC may cancel this agreement or change the accommodations with 20-60 days notice. Groups/individuals requesting to use the facility on a continuing basis must complete a new Facility Use Agreement annually (no later than DECEMBER 31<sup>ST</sup>). The FCC reserves the right to discontinue any rental agreement if the activity proves disruptive to neighbors or concurrent users. The agreement can also be canceled if the RENTER does not adhere to the terms of the agreement.

8. **Emergency Scheduling Conflicts:** FCC reserves the right to preempt any facility use agreement for its use in case of emergencies, such as funerals. Notice will be provided as early as possible.

### EXPENSES FOR THE USE OF CHURCH FACILITIES

All fees are required to be paid in full no later than fourteen (14) days prior to the event. Events canceled within five (5) business days will forfeit their fees. Any additional usage of time or facilities not included in the Agreement will be billed to the responsible party. **Checks are payable to *The First Congregational Church*.**

Facility	Members	Non-Members
Fitch Hall (Only)	\$ 0	\$ 50
Fitch Hall & Kitchen	\$ 50	\$ 100
Sanctuary	\$ 0	\$ 150
Parlor	\$ 0	\$ 30

**Seating capacity:** Fitch Hall = \_\_\_\_\_ Sanctuary = \_\_\_\_\_ Parlor = \_\_\_\_\_

### LIABILITY

1. If the FCC is destroyed or damaged by fire, extreme weather events, or any other situation out of the FCC's control, this agreement will be null and void and the RENTER will receive a full refund. However,

## **First Congregational Church, 72 Pleasant Street, Claremont, NH - Facility Use Agreement**

the FCC will not be responsible for any incidental or consequential losses resulting from the cancellation of this Agreement.

2. The RENTER agrees to use the building and grounds responsibly and adhere to fire safety, and health codes, including maximum occupancy regulations.

3. The FCC assumes no liability for loss, theft, property damage, or personal injury related to the use of FCC property by the RENTER. The RENTER will be held responsible for payment of any damages to the building, furnishings, fixtures, or equipment, caused by the RENTER or any members of the rental party.

### **POLICIES/CODE OF CONDUCT/MULTI-USE**

1. **Multi-use:** The facility may have simultaneous users. RENTER should assume there is a group before and after them and concurrent events. RENTER is required to ensure that attendees minimize noise, remain in the room(s) rented, clean up space after use, and are courteous to other renters/users. The signer of the Agreement is responsible for the attendees of their event.

2. **Children:** Children must remain supervised at all times and in the rented room(s) throughout the event. Children should not be allowed to run, roughhouse, or play on the staging and equipment inside the building. Playground use is not permitted.

3. **Storage:** No apparatus, furniture, or equipment other than what was disclosed in the Agreement is to be moved into the FCC without prior approval from the FCC. These items must be promptly removed after use. No furniture from the inside of the building may be moved outside without prior approval from the FCC.

4. **Event Plan:** The RENTER is required to complete an Agreement at the time of the reservation including any information pertinent to the FCC to determine space arrangements, special services, and equipment necessary for the staging and proper management of the event.

5. **Parking:** Do not block any driveways. Access in and out of the property must be free-flowing at all times.

6. **Smoking, Drugs & Alcohol are not permitted inside the church building or on the premises:** No smoking, drugs, or alcohol consumption is allowed either in the buildings or on the grounds. The RENTER is responsible for monitoring the premises to prevent the above.

7. **No glitter, rice, birdseed, or other materials are to be thrown inside or outside.** If there is any foreign material remaining after the event, the RENTER is responsible for complete cleanup.

8. **Food/Beverage:** Catering is not provided by the FCC. RENTER may bring in their food, however, all arrangements must be discussed at the time the room(s) is/are reserved and confirmed with staff.

## First Congregational Church, 72 Pleasant Street, Claremont, NH - Facility Use Agreement

Food may be served outside on the grounds at any time. Anyone using the church property is responsible for cleaning up 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 it immediately after the event. Storing of catering equipment is not permitted.

9. **Key issue/Lock up/ key return:** A copy of a valid license is required upon key pick-up. Keys may be picked up on \_\_\_\_\_. RENTER must close and lock all windows, close and lock all exterior doors at the end of the event and verify that all cleaning obligations have been fulfilled. The key must be returned to FCC no later than three (3) days after the event. FCC will permit access upon execution of the Agreement with full and specific disclosures and payment of rental fees as specified in the Agreement

### **Release and Waiver of Liability**

**\*PLEASE READ CAREFULLY! THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS!**

This Release and Waiver of Liability (the "Release") executed on this day \_\_\_\_\_) by \_\_\_\_\_ (RENTER) in favor of First Congregational Church, their directors, officers, employees, and agents (collectively, FCC).

The RENTER hereby freely, voluntarily, and without duress executes this Release under the following terms:

**Release and Waiver.** RENTER does hereby release and forever discharge and hold harmless FCC and its successors and assigns from any liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from RENTER's activities with the Church.

RENTER understands that this Release discharges FCC from any liability or claim that the RENTER may have against FCC concerning any bodily injury, personal injury, illness, death, or property damage that may result from RENTER's activities in the facility, except where due to the gross negligence or willful misconduct of FCC, its officers, directors, employees or agents. RENTER also understands that FCC does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance in the event of injury or illness.

**Medical Treatment.** RENTER does hereby release and forever discharge FCC from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the RENTER's activities with FCC.

**Insurance.** The RENTER understands that, except as otherwise agreed to by FCC in writing, FCC does not carry or maintain health, medical, or disability insurance coverage for any RENTER.

**Other.** RENTER expressly agrees that this Release is intended to be as broad as permitted by the laws of the State of New Hampshire and that this Release shall be governed by and interpreted by laws of the State of New Hampshire. RENTER agrees that if any clause or provision of this Release shall be held to

**First Congregational Church, 72 Pleasant Street, Claremont, NH - Facility Use Agreement**

be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

**SIGNATURES**

I agree to the above terms for renting/using the facilities of the FCC. I understand that if these terms are not followed, FCC reserves the right to refuse rental/use to me and/or my organization in the future and may cancel the current rental agreement with no refund.

RENTER Signature \_\_\_\_\_ Date \_\_\_\_\_

FCC Signature \_\_\_\_\_ Date \_\_\_\_\_

<b>For Internal Use</b>	
<b>Date Paid:</b>	<b>Amount Paid:</b>
<b>Check #:</b>	