

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

This document is for one time use of the building. A separate agreement on price will be negotiated for ongoing programs or events.

**Event Title:**

**Event Date:**

**Deposit Fee:**

Please enclose the deposit with this signed form.

The First Congregational Church, or FCC, Rental Agreement is non-transferable and is only valid for the rooms, times, and event(s) specified in the Request for Use of Space.

\_\_\_\_\_ (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 \$50 is required to complete the reservation. A check payable to "First Congregational Church" 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 14 days before the event.

**2. Payment:** The rental payment is due in full 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 their own chairs and tables and putting the space back as they found it unless the RENTER pays additional sexton fees.

RENTER agrees to clean up after the event, including vacuuming if necessary. RENTER also agrees to empty all trash receptacles in the rented space and put trash bags in garbage receptacles outside. RENTER understands that failure to comply with this Agreement will result in additional billing for custodial fees and may result in loss of future rental privileges.

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

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

**6. Refunds:** No refund of the basic deposit will be given if cancellation is less than 4 days before the use. There are no refunds for a portion of a time slot not used.

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**7. Cancellation/ Renewals:** In the event of church scheduling conflicts, FCC may cancel this agreement or change the accommodations within 20-60 days' notice. Reservations for continued periodic use by groups regularly using our facilities must be renewed by January 1st of each year. The FCC reserves the right to discontinue any rental contract 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 contract.

**EMERGENCY SCHEDULING CONFLICTS-** The congregation 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 ten (14) business 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 original facility use agreement will be billed to the responsible party. **Checks are payable to *The First Congregational Church UCC*.**

Shared Expense for facility usage	Active Members	Non-Members
Dining Room (Only)	Donation appreciated	\$ 250
Dining Room & Kitchen	\$ 50	\$ 300
Auditorium	Donation appreciated	\$ 250 (Weddings by separate arrangement)
Parlor or Chapel	Donation appreciated	\$ 50

**Seating capacity:** Dining room = 125 Auditorium = 150 Parlor = 25 Chapel= 30

### **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/user will receive a full refund. However, 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

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building, furnishings, fixtures, or equipment, whether caused by the RENTER or any members of the rental party.

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

- 1. Multi-use:** The FCC may have simultaneous users. Renters should assume there is a group before and after them and concurrent events. Renters/users are required to ensure that attendees minimize noise, remain in the rooms rented, clean up space after use, and are courteous to other renters/users. The signer of the rental agreement is responsible for the attendees of their event.
- 2. Children:** Children must remain supervised at all times and in the rented rooms throughout the event. Children should not be allowed to run, roughhouse, or play on the staging and equipment inside the buildings. Playground use is not permitted.
- 3. Storage:** No apparatus, furniture, or equipment other than what was disclosed in the rental contract is to be moved into the FCC without prior approval from the Church Leadership. These items must be promptly removed after use. No furniture from the inside of the building(s) can be moved outside without prior approval from the FCC.
- 4. Event Plan:** The RENTER is required to complete a Request for Use of Space Form 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 premise:** No smoking, drugs, or alcohol consumption is allowed either in the buildings or on the grounds. The outside group using the building 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 Church. Groups may bring in their food; however, all arrangements must be discussed at the time a room is reserved and confirmed with staff. 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 one- three days before the event. RENTERS must close and lock all windows, close and lock all

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exterior doors at the end of their day's event and verify that all cleaning obligations have been fulfilled. The key must be returned to the Church no later than three days after the event. FCC will permit access upon execution of a contract with full and specific disclosures and payment of rental fees as specified in the rental 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 of (month) 20 (year) by ("Rentee") in favor of First Congregational Church, their directors, officers, employees, and agents (collectively, "The Church").

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

**Release and Waiver.** Rentee does hereby release and forever discharge and hold harmless the Church 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 Rentee's Activities with the Church.

Rentee understands that this Release discharges the Church from any liability or claim that the Rentee may have against the Church concerning any bodily injury, personal injury, illness, death, or property damage that may result from Rentee's Activities in the Church, except where due to the gross negligence or willful misconduct of the Church, its officers, directors, employees or agents. Rentee also understands that the Church 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.** Rentee does hereby release and forever discharge the Church from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Rentee's Activities with the Church.

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

**Other.** Rentee 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. Rentee agrees that if any clause or provision of this Release shall be held to 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**

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

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

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

**For Internal Use**

Date Paid: \_\_\_\_\_ Check #: \_\_\_\_\_