

CHRIST EPISCOPAL CHURCH
5981 Courthouse Rd.
Spotsylvania, VA 22553

FACILITY USE AGREEMENT

This agreement is made and entered into this _____ day of _____, by and between Christ Episcopal Church, hereinafter called the "Church" and _____, hereinafter called "Renter".

The church secretary, hereinafter called "Coordinator", will represent the Church. This agreement is for use of the All Saints Hall facilities.

ROOMS TO BE USED: _____

DATE/DATES REQUESTED: _____

HOURS OF USE (including set up and take down): _____

PERSON/ORGANIZATION TO USE THE FACILITY:

CONTACT PERSON: _____

ADDRESS: _____

TELEPHONE: _____ FAX: _____

E-MAIL: _____

PURPOSE OF USE: _____

Do you request permission to serve alcohol at this event? _____yes _____no

NOW therefore, it is agreed by and between the parties as follows:

1. **FEES:** All rental money must be paid by cash, check or money order payable to Christ Church. A payment of half of the rental fee as down payment needs to be included with the application to secure the reservation. Two weeks prior to the event the second half of the rental fee plus the security deposit will be due. The security deposit will be refunded after the event, provided all terms of the agreement are met. Costs are based on a current fee schedule, which is available from the Coordinator. These fees are based on a rental time of 8 (eight) hours. If the event goes beyond 8 hours, a fee of \$100 per hour will be charged.
2. **CANCELLATION:** If Renter cancels the contract prior to two weeks before the event the deposit minus a cancellation-processing fee of \$50 will be refunded to Renter. If notice of cancellation is received less than two weeks but no later than a week before event the Renter will receive a refund of 50% of the rental fee. There will be no refund to the Renter if cancellation is received less than one week before the event.
3. **RENTAL REQUIREMENT:** Renter shall file with the Coordinator a full and detailed outline of all the event's specifics and other information as may be required at the time of final payment. Decorating and set-up are expected to be done on the same day as the event. All events are expected to end by 10:00 PM. If event ends later than 10:00 PM a late-night cleaning fee will be charged and both will be deducted from the security deposit.
4. **LICENSES/LAWS:** Renter shall obtain all permits or licenses required by law, ordinance or city rules or regulations.
5. **ALCOHOLIC BEVERAGES:** Alcohol may be served only by special permission, and by a caterer with a current ABC license. All alcohol must be consumed within the Great Hall. Alcohol is not permitted in other areas of the facility or in the parking areas. ABC licenses may be obtained through an ABC store or online. In addition, a security deposit equal to the amount of the rental fee will be charged.
6. **SECURITY:** A Church Representative will open and close the building and be on call for any issues which may arise during the event.
7. **SAFETY:** It will be the responsibility of the Renter to follow all applicable local, state and general safety rules and regulations and to maintain safe working conditions. Children must be supervised at all times.

OCCUPANCY: Due to City Fire Code regulations, occupancy of the Great Hall is limited to 127 people for a sit-down dinner, 380 standing for a reception and 272 for an assemble using aisles.

8. **EQUIPMENT/SETUP/ TAKE DOWN:** There are 24 tables and 175 chairs included in the rental fee. They must be set up, taken down and returned to their original location by the Renter or the Caterers. Nails, tape, staples or anything that will damage or mar walls, fireworks, and anything thrown such as rice are not permitted at rental events. Any open flames are to be controlled at all times, i.e. glass globes over candles, Sterno cans in appropriate holders. The Coordinator must approve all materials used for decorative purposes. Loading and unloading of rental equipment, catering and other items brought to the facility must be approved by the Coordinator or the Church Representative. Vehicles must be parked in the church parking lot. Renter may not move or rearrange church property except tables and chairs.
9. **CATERING:** Arrangement for food, beverages, extra tables and chairs and all other equipment is the responsibility of the Renter. The Church prefers that the Renter uses a caterer recommended and approved by the Church. Goods may be stored briefly in the refrigerator or freezer. No church property may be used to cook or warm food. No use of Church property such as utensils, coffee makers or supplies in the kitchen is allowed.
10. **DAMAGE:** Any damage resulting from the use of the facility or equipment of the facility shall be paid by the Renter. The Renter agrees to take the utmost care not to damage any of the facilities. In addition, the Church will not be liable to the Renter, its guests, agents, performers or employees for any loss of personal property. The Renter is responsible for the behavior of guests while they are on the premises. There will be a mandatory walk-through prior to and after the function to determine the condition of the facility. If extraordinary cleaning such as having to pick up trash left in the Hall or cleaning an extraordinary mess in the bathroom, should be required, the fee for the custodian will be deducted from the security deposit. If everything is in order, the deposit will be returned to the Renter within one week of the event.
11. **ACCESIBILITY:** Restrooms and facilities are accessible to wheel chair users.
12. **SMOKING:** Smoking is not permitted in the buildings. Please use ashtrays when outside.
13. **CLEAN-UP REQUIREMENTS:** The Renter is expected to remove anything he/she brought into the facility such as food, paper items, decorations etc. Trash is to be deposited in receptacles.

The rental fee includes a cleaning fee for our custodian to clean the building for two hours, which represents the normal time requirement for cleaning the facility after a standard event. If the condition of the premises after the scheduled event requires janitorial services of more than the time allotted on the price sheet, the Renter agrees to pay an hourly rate for the additional janitorial services.

14. **STORAGE:** The Church cannot act as a custodian of any equipment or property delivered to the facility prior to the event and shall not be liable for any loss or damage to such property. Notify rental businesses and/or caterers of your contracted times to set up delivery and pick-up times. All materials and equipment must be removed on the same day the event takes place. No items can be left overnight.

15. **PERMIT REVOCABLE AT WILL:** The premises are not to be used for any purpose that is inconsistent with the mission of Christ Church or its standing as a Christian organization. This rental permit is subject to revocation at any time at the discretion of the Church or its designee. Such discretion shall be controlled solely by consideration of the best interests of the Church, which may include but are not limited to violation or breach of any federal, state or city law, ordinance, code, rule, regulation, court decree or any condition of this permit.

16. **LIABILITY:** Renter agrees to indemnify, defend and hold the Church harmless from all liability, damages, costs and expenses in connections with all claims, actions or causes of action for injury, death or property damage arising from or out of the use and occupancy of the facility. The Church does not accept responsibility for any injuries that may occur. Renters are responsible for providing their own insurance coverage. Proof of insurance may be required prior to the reservation.

The Renter states that he/she has read and understood this agreement.

Christ Episcopal Church, Spotsylvania

Christ Church Coordinator

Renter

Date

Date

FOR OFFICE USE ONLY

Name _____

Facility _____

Date/Hours _____

Application received _____ date/initial

Initial Down Payment \$ _____ Received _____ Balance due \$ _____ Date _____

Application Approved _____ by _____

Applicant Notified _____

Junior Warden Notified _____

Balance of Rent Received _____

Security Deposit Received _____

Inspection of property done by _____ date/time _____

Security Deposit Returned _____