



## Facilities Use & Waiver of Liability Agreement

This Facilities Use Agreement ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Two Rivers Church ("Church") and \_\_\_\_\_, ("Renter"). This agreement is for the use of the Two Rivers Church facilities for the purpose of \_\_\_\_\_, WHEREAS, Church has agreed to allow Renter to use the facilities provided that the following terms and conditions are met.

### IT IS THEREFORE AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. **Fees:** All facilities use fees must be paid in cash, check, money order, or online payable to Two Rivers Church. A 50% deposit for the event is required at the time of reservation confirmation to secure your reservation. The remaining 50% is required two weeks prior to the event. Any fees not paid three (3) days before the event will result in the event being cancelled. All fees are based on the current facilities use fee schedule.

**Cancellation:** A full refund will be given if the cancellation notice is given four (4) weeks prior to the event. Anything less than two (2) weeks' notice, one-half of the payment will be refunded.

**Return check fee:** A \$35.00 return check fee will be assessed for all returned checks plus all bank fees associated with a returned check. In the event of a returned check, the original facilities use fees must be paid by credit card or money order two weeks prior to the event.

### 2. Facilities and property guidelines

- a. The Church campus is a smoke-free environment. Smoking or vaping is not permitted inside the building or within the immediate vicinity of any entryway. The consumption of alcoholic beverages or use of other controlled substances is NOT allowed anywhere on Church property. People under the influence will be asked to leave and are subject to criminal charges.
- b. Users of the facilities shall not conduct or permit any activity in or about the Church or its facilities in violation of federal, state, or local laws; and shall not violate fire codes or occupancy codes.
- c. The use of devices generating or involving smoke or open flames is strictly prohibited. Any open flames are to be always controlled, i.e., glass globes around candles.
- d. Use of nails, tape, staples, or anything that will damage, or mar walls is not permitted in the Church facilities. 3M Hang Tabs are the only approved way to hang anything. Use of glitter, confetti and flower petals are prohibited as well.
- e. Any plan to change, add or take away from facility walls, décor, ceilings, signage, or flooring must be submitted and approved by the Facilities Director before any implementation of plan.
- f. Other than service dogs, no animals are permitted in the building. Exceptions may be made on a case-by-case need. All such requests need to be cleared by the Facilities Director, and if approved the animal must remain in a crate or on a leash.
- g. At no time are children to be left unattended or allowed to roam the building.

### **3. Security**

For events occurring after normal working hours, a Church host/representative will open (unlock) and close (lock) the facilities and be on site or on-call for any issues that may arise during the event.

### **4. 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 conditions. If the use is for students, a responsible adult leader (21 years of age or older) shall be always on hand and at least 15 minutes prior to the event to control conduct of the attendees and stay on the premises after the event's conclusion to assure the safe departure of all students. For large events, parties (20 or more children) one adult of the same sex for every 10 children is recommended. Renter, its guests, agents, performers, or employees are not permitted to enter any other space within the Facilities. Rental includes the use of restrooms, which should be respected as Church property and used as such.

### **5. Equipment setup/teardown**

Tables and chairs are included in the facilities use fee. They will be set up if needed, taken down, and returned to their original location by the Church. Renter must complete the Facilities Request Form to indicate how they would like their event setup.

### **6. Catering**

Arrangement for food, beverages, and related equipment is the responsibility of the Renter. Goods may be stored temporarily in the kitchen refrigerator or freezer marked for such use. Any items left after the event will be thrown out.

### **7. Use of Church kitchen**

Renter and caterer agree to abide by the Church Kitchen Use Policy and take the utmost care not to damage any of the kitchen equipment. A copy of the Church Kitchen Use Policy will be provided upon reservation of Church kitchen.

### **8. Clean-up requirements**

The facilities use fee includes the cleaning fee for our janitorial crew to clean the facilities following the event. If the condition of the facilities, after the scheduled event, requires janitorial services above that which is normal or customary, the Renter agrees to pay an hourly fee of \$25 per hour (minimum of one hour) for the additional janitorial services.

### **9. Damages**

Renter agrees to take the utmost care not to damage any of the facilities or equipment. The Renter also assumes full responsibility for any damage sustained to the facilities or equipment during rental use. Any damage resulting from the use of the Church facilities or equipment, other than from normal use, shall be the responsibility of the Renter. In addition, the Church will not be liable to the Renter, its guests, agents, performers, or employees for loss of personal property. Damages to the facilities or equipment must be reported to the Facilities Director and arrangements made for reimbursement, replacement, or repair.

#### **10. Storage and parking**

The Church is not liable for any loss or damage to Renters property or equipment delivered to and/or used during the event. Notify rental businesses and/or caterers of your contracted times to set up delivery and pick-up times. Leaving vehicles, equipment, supplies, or other items overnight is highly discouraged. You may do so at the owners' risk. If you have a need to do so, arrangements must be made with the Facilities Director.

#### **11. Insurance requirements**

Renter promises and warrants that it carries liability insurance with a minimum liability occurrence limit of \$1,000,000. The Renter will provide a certificate of insurance to the Church at least two weeks prior to the date upon which the Renter begins to use the above-described premises. The certificate of insurance will indicate that Renter has made Church an "additional insured" on Renter's policy, as well as include a "waiver of subrogation" in favor of Church, with respect to the use by Renter of the above-described premises.

#### **12. Termination of agreement**

The premises are not to be used for any purpose that is inconsistent with the mission of the Church or its standing as a Christian organization. With prior notice, Two Rivers Church reserves the right to terminate the use of the facilities by any group, for any reason, provided a full refund is made on any deposit or prepayment. Violation of the terms of this agreement or the regulations for use as described herein may result in the immediate termination of the contract, with revocation of all deposit and prepayment monies. This agreement may be cancelled unilaterally by either party with 14 days written notice to the other party.

#### **13. Waiver of liability**

In consideration of permission to use the property, facilities, staff, equipment and services of the Church, I, for myself, my heirs, personal representatives or assign, do hereby release, waive, discharge, and covenant not to sue Two Rivers Church, its elders, pastors, employees, and agents from liability from any and all claims resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in activities, classes, observation, and use of facilities, premises, or equipment.

By signing below, Renter states that he/she has read, understands, agrees to, and will abide by this Facilities Use & Waiver of Liability Agreement.