

FACILITIES AND EQUIPMENT USE AGREEMENT

By and between
The Rector, Wardens and the Vestry of the
Church Name and Address
and
Group Name (“User”)

Occupancy Date: Month DD, YYYY through Month DD, YYYY

Name of Organization (“User”): The Group (“User”)

Name of User’s Representative: Representative

Address: Street Address
City, New Jersey 07079

Business Telephone Number:

Home Telephone Number: XXX-XXX-XXXX

Space to be used by User: Room(s)

Equipment to be used: [Example: # Chairs and # Tables.]
[Example Note: On anniversary nights # chairs and # tables are required.]

Days: Every ‘day of the week’

Times: X:XX p.m. – XX:XX p.m.

Donation* and Method of Payment: \$XXX.XX per calendar month, payable to the Church by the first of each month.

* A donation is required to help defray the cost of utilities and the maintenance of the space, any other facilities, and equipment.

Church Name
Church Address

Terms and Conditions

I. AGREEMENT TO INDEMNIFY AND HOLD HARMLESS

In consideration of being allowed to use and using portions of the premises and facilities of the Church, User agrees to indemnify and hold harmless the Church and its officers, agents and employees from and against all claims, damages, and expenses, including reasonable attorney's fees arising out of or connected with User's presence upon or use of said premises of the Church or by User's officers, employees, members, agents, clients, visitors, guests or by anyone having or seeking a business relationship with User.

II. AGREEMENT TO MAINTAIN LIABILITY INSURANCE

User agrees to maintain liability insurance in an adequate amount for the protection of User's organization, its officers, employees, and members against the claims of anyone who charges that User's organization, its officers, employees or members have legal responsibility for damages suffered by the claimant at the Church premises.

User's liability insurance carrier's name, address and telephone number:

User's policy number is: _____

User will submit a current Certificate of Insurance to the Church within one week of signing this agreement. Failure to submit a current Certificate of Insurance to the Church will void the contract or it is deemed to be automatically terminated.

III. GENERAL REGULATIONS

The Church requires that all organizations, groups, or Individuals using parish facilities agree to the following:

1. Abide by the Agreement, its Terms and Conditions, and any and all Attachments.
2. Leave all facilities and equipment clean.
3. Use only the room(s) and/or area(s) and the equipment specified in this agreement.

4. Shall notify the Church Representative in writing within 48 hours of its being notified, reported or told of any breakage, damage, inconvenience and/or accident caused or suffered by the Group, its employees, agents, clients, potential clients, visitors, or by anyone having or seeking a business relationship with the Group.
5. Acknowledge that any repair or replacement costs due to damage or pilferage will be assessed in addition to the agreed upon donation.
6. Immediately notify the Rector, Wardens or Property Chair in the event of an emergency that occurs while your group is present: e.g., fire, broken water pipe, discontinuation of heat or electricity, the need for emergency services: police, fire, ambulance, etc.

IV. PROPER USE AND CARE OF ROOMS, FACILITIES, AND EQUIPMENT

WHEN YOU ENTER

1. Turn off the alarm and turn on only those lights that are needed.
2. Open only those doors and windows necessary for convenience and comfort.
3. Set up room(s) to be used.
4. Permit no animals - pets or strays - into the building (with the exception of aid dogs for the handicapped).

WHEN YOU LEAVE

1. Clean up any spills and litter in the room(s) and lavatories.
2. If food or beverages have been served to or by the group, be sure that any leftovers have been either disposed of properly or taken home.
3. Restore the room(s) and equipment to the way they were found.
4. Be sure all water faucets are turned off.
5. If the stove has been used, be sure that all burners and ovens are turned off.
6. Be sure any electrical appliances and/or coffee makers have been unplugged, cleaned, and put away properly.
7. Be sure all outside doors are locked.
8. Be sure all windows are closed and secured.
9. Turn off all lights in room(s) and lavatories.
10. Be sure any outside lights at entrances and parking areas are turned off and/or that "timers" have been set so that their lights will go off automatically.
11. Check to see that all group members and guests have left, the alarm has been set, and that the last exit door has been locked securely.

V. TERMINATION

The Church may terminate this Agreement, for cause with 3 days advance written notice or, for no cause at all, with 15 days advance written notice of such termination. User may terminate this Agreement, for cause or no cause at all, upon giving the [Church name] 30 days advance written notice of such termination. Upon termination, the User shall remove any and all equipment it may have stored on the premises and facilities.

VI. MODIFICATIONS

This Agreement may be modified from time to time but only if a modification is in writing and signed by both parties.

The parties agree to be bound by this Agreement, its Terms and Conditions, Key Control Agreement and any Attachments as of this ___ day of _____, YYYY,

Name:

Title:

Church Name, Address

Name:

Title:

Church Name
Church Address

KEY CONTROL AGREEMENT

User: Name of Organization ("User"):
Key-Holder's Name: Name of User's Representative:
Key-Holder's Address: Street Address
City, New Jersey Zip Code
Key-Holder's Telephone Number(s): xxx-xxx-xxxx Business
xxx-xxx-xxxx Home or Cell Phone

I acknowledge receipt of Key # _____, and agree to maintain it under my personal control at all times during our use of the premises and facilities at the [Church name and address], or in a secure location if not at the premises or facilities. I further agree not to duplicate or attempt to duplicate this key, and to return the key to the Church office upon termination of use of the church's facilities, or upon demand. Should I be replaced as Key-Holder by any person from my group/organization, I will notify the church liaison. A similar form may be executed with the new Key-Holder before he/she takes possession of this key. In the event of loss or theft of this key, I agree to immediately notify the church liaison named below.

I also understand that this is the only key my group or organization will be assigned. I understand that this key is part of a non-duplicable key and lock system presently established on the church premises. I agree that should this key be lost or stolen through my negligence, I and the group/organization to which I belong shall pay for the whole cost of another key and lock system comparable to the one now established on the church premises.

This agreement also includes a key to the Church Alarm System for User's area.

Name:

Key Holder:

Church Name

Date:

Church Name
Street Address
City, New Jersey Zip Code

Date

Name of Organization (“User”)
Street Address
City, New Jersey Zip Code

Dear Mr. or Ms. ‘Name of User’s Representative’:

I am enclosing two copies of the Facilities and Equipment Use Agreement, Terms and Conditions, and Key Control Agreement pertaining to the use of the Room(s) at (church name). Please sign both copies and return them to my attention at the church. Once the Church executes the Agreement, we will give you an executed copy.

As is our practice, the Agreement is for the use of the Room(s) on Weekday(s) from Month 1, YYYY through Month 31, YYYY. The space-use agreement fee is \$XXX.XX per calendar month and will be due on or before the first of each month.

If you have any questions, please call me at the Church, (phone xxx-xxx-xxxx).

Very truly yours,

Church Representative
Title of Church Representative