

REPAIRS:

Except for reasonable wear and tear, User is liable for the cost to repair any and all damage resulting from the Event or its use of the Reserved Areas. The Church will hire the repair and bill User accordingly, with payment due from User five days after notice is given by the Church.

LIABILITY/INDEMNITY:

All property of User or of any other person in the Reserved Areas or Church Facility with regard to the Event shall be at the sole risk of User, and the Church shall have no liability for loss or damage thereof.

User agrees to indemnify, defend and hold harmless the Church, its directors, officers, employees, agents, and members from and against any and all claims, damages or liability arising out of or related to the Event or use of the Reserved Areas under this Agreement, including attorneys' fees and costs.

ARBITRATION:

Any dispute or claim arising from or related to this Agreement shall be decided by binding arbitration before a single arbitrator mutually selected by the parties. The arbitrator shall agree with the Church's Statement of Faith and shall be a retired judge or have at least 10 years experience as an attorney. If the parties cannot agree on an arbitrator, each party shall appoint a qualified person and the two shall agree on a third qualified person to be the sole arbitrator. The arbitrator shall select the arbitration rules. The parties shall evenly split the costs of the arbitration. The prevailing party may be awarded reasonable attorney's fees and costs at the discretion of the arbitrator. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

ASSIGNMENT AND SUBLEASE:

User shall not assign this Agreement, nor shall User sublet all or any portion of the Reserved Area.

ENTIRE AGREEMENT:

This is the entire Agreement between the parties with regard to the subject matter hereof. No modifications of this Agreement shall be binding unless such modifications shall be in writing and signed by both parties.

Church:

CHAPEL HILL PRESBYTERIAN CHURCH

By: _____ Date: _____
Church Event Coordinator

User:

By: _____ Date: _____
Signature of User

Print name

Project # _____

EMS# _____



Effective Date 6.2.06
Form #FacUA.1.0



Facilities Usage Agreement

It is our hope and prayer that your event at Chapel Hill will be successful, and this agreement exists to make that happen. To help you plan your event, please read carefully the following details so that all goes smoothly on your important day.

AGREEMENT:

This Agreement is made this ___ day of _____, 200__ between Chapel Hill Presbyterian Church ("Church"), and _____ ("User").

Address: _____

Phone number(s): _____

E-mail address: _____

Contact person: _____

PROPERTY TAX EXEMPTION:

Unless the Event is a wedding or other Church-related function, User represents and warrants to the Church that User is a nonprofit, tax-exempt organization, and has a current exemption letter from the IRS or is automatically tax-exempt because it is a church. User shall have no right to use the Reserved Area until User gives the Church a copy of its Articles of Incorporation and Bylaws (or other organizational and operating documents) and its IRS exemption letter. User agrees to indemnify the Church from and against any tax, penalty or liability related to the state real property tax exemption for the Church Facility (or any portion thereof) or the loss of such exemption, which arises from or is related to User's use of the Reserved Areas.

RESERVED AREAS:

The Church and User hereby agree that User shall be allowed to use, subject to the terms of this Agreement and in consideration of the facilities use fee, a portion (the "Reserved Area") of the Church's real property and church facility located at 7700 Skansie Ave., Gig Harbor, WA, 98335 (the "Church Facility").

The Reserved Area to be used by User includes only the following areas, in addition to parking spaces at the Church Facility _____

User shall not use, access or allow others to use or access any portion of the Church Facility other than the Reserved Area. User shall at all times allow the Church free access to the Reserved Area.

User agrees to use the Reserved Areas only for the following event (the "Event"), described as:

DATE AND HOURS OF USE:

User may use the Reserved Areas for a total of ___ hours, beginning at ___ o'clock on the ___ day of _____, 200__ and concluding at ___ o'clock on the ___ day of _____, 200__ which includes all set up and tear down time necessary for the Event. Should the use of the Reserved Area go beyond the scheduled times, the User will be responsible for additional charges.

User Initials _____

DEPOSIT:

A deposit in the amount of \$_____ is due upon signing of this Agreement. The deposit secures User's obligations under this Agreement. User shall have no right to use the Reserved Area until it has paid the deposit and provided to the Church a Certificate of Insurance (if required) and evidence of its tax-exempt status (if required).

Following your Event, cost of any damages will be deducted from your deposit. Any remaining balance will be refunded within two weeks.

FACILITIES USE FEE:

User shall pay the Church an initial facilities use fee of \$_____ (estimated cost). An itemized list of fees used to set the initial facilities use fee is outlined on the Price List (attached).

Payment of the above initial fee is due on the _____ day of _____ 200__ (14 days prior to the Event). Please make checks payable to CHPC or Chapel Hill Presbyterian Church. If payment is not received by this date, the Church will assume the Event is cancelled and User will have no further right to use the Reserved Areas.

The final facilities use fee for the Event shall be determined by the Church based on actual use, and any difference between the estimated initial fee paid and the final amount due shall be paid by User within 5 days after notice is given by the Church.

If the Church shall fail to deliver possession of the Reserved Areas or to supply services as agreed, User's sole remedy shall be return of the amounts paid to the Church with regard thereto.

CERTIFICATE OF INSURANCE: Required: Yes_____ No_____

If required, User shall deliver to the Church a copy of a Certificate of Insurance with general public liability coverage of \$1 million minimum in respect of any one occurrence. Said certificate shall specifically name Chapel Hill Presbyterian Church as the "secondary insured."

CANCELLATION OR CHANGE OF DATE:

If the Event is cancelled, the deposit will be forfeited.

User may change the reserved date one time without incurring a re-booking fee.

RIGHTS OF APPROVAL AND CANCELLATION OF EVENT:

The Church reserves the right, at its sole discretion and at any time, to determine whether the Event maintains the high level of integrity and moral standards of the Church. User agrees that the Event will not in any way compromise the standards of the Church. If the Church determines that the Event fails to comply with this provision, the Church has the right to immediately stop or cancel the Event without recourse. Such stoppage will not be deemed a breach of this Agreement by the Church, and User will still be liable for payment in full of all agreed upon charges and costs.

DECORATIONS:

Any and all decoration plans shall be submitted with detail and in writing to the Event Coordinator for review 21 days prior to the Event. Any use of candles must be approved by the Church prior to use. Candles must be covered with a glass so the flame is not exposed and placed in a container to catch the candle wax. The Church reserves the right to require changes to decoration plans, and will make reasonable efforts to give notice of its approval of the plans submitted or of any required changes within five working days after receipt of the plans.

ALTERATIONS:

User shall make no alterations to the Reserved Area or the Church Facility.

SIGNAGE:

User shall not place any signs (whether by taping, stapling, push pins, freestanding signs, or any other display method) in, on or about the Reserved Areas or the Church Facility without the prior written consent of the Church, which consent may be withheld at the absolute discretion of the Church.

User Initials_____

REQUIREMENTS:

User shall return the Reserved Areas to the same clean condition they were in at the beginning of User's use of the Reserved Area.

The User agrees that there shall be NO:

- Alcohol anywhere in the Reserved Area or on the Church Campus
- Smoking except in designated outdoor smoking areas
- Drinks or food allowed in the Reserved Areas or the Church Facility without the prior specific written permission of the Church
- Foods with red dyes such as in drinks and frostings
- Glitter of any sort
- Fireworks of any sort
- Helium-filled balloons
- Rice or birdseed
- Live flower petals
- Tape of any sort (see Event Coordinator for signage needs)
- Unapproved candles of any type
- Natural trees or greenery

It is the User's responsibility to notify all persons related to the Event of the above requirements and to ensure such persons' adherence to these requirements, which may require announcements to the public at the Event.

User acknowledges the above items are expressly prohibited. Violations will result in forfeiture of the deposit.

SOUND SYSTEM:

If the Event requires the use of any on-site sound system, a technician provided by the Church shall be required to operate it. User is responsible for the cost of this technician. User is required to submit a final program order to the Event Coordinator seven days prior to the Event.

User is responsible to submit any and all printed music and lyrics, cassette tapes, CDs and/or video to the Event Coordinator 14 days prior to the Event date.

CATERING:

Any catering for the Event must be provided by the Church through its Culinary Ministries Department. A separate quotation of costs will be given through the Culinary Ministries Department.

PARKING:

Parking for the Event shall be only in designated areas. Cars illegally parked in fire lanes and/or handicapped parking spaces may be subject to ticketing by local authorities and/or towing. The Church is not responsible for theft or damage to any vehicle.

Loading Zones: Vehicles must be moved immediately after loading/unloading.

SECURITY:

Security will be provided at the discretion of the Church.

User is responsible for providing ushers and greeters. Traffic control or barricade as required by laws, ordinances, or regulations of governmental authorities that are applicable to its use of the Reserved Areas shall be provided by the Church at the sole expense of the User.

User agrees that all events and programs involving minors shall provide for direct, adult supervision of all minor participants at all times. If the Event involves activities for minors, User represents and warrants that all individuals working with minors have received all appropriate training and are otherwise qualified, and that an appropriate background check was performed as to each such worker.

User Initials_____