

AVON WESLEYAN CHURCH
AGREEMENT FOR USE OF FACILITIES

THIS AGREEMENT FOR USE OF FACILITIES (“Agreement”) is made effective this ___ day of _____, 202__, by and between Avon Wesleyan Church, and _____ (the “Party”). The Church and Party shall be collectively referenced in this Agreement as the “Parties”.

WHEREAS: The Church is a religious organization whose address is 300 Genesee Street, and which was formed for the purpose of operating a church to offer regular worship services and related ministries; and

WHEREAS: The Church has physical facilities to further its religious purposes; and

WHEREAS: The Church may determine to rent its facilities for use from time to time in fulfillment of its tax exempt purposes or for uses which are not contrary to the Church’s religious beliefs; and

WHEREAS: The Church enjoys the full protection of the United States Constitution, and all other applicable State and local laws; and

WHEREAS: The Church reserves the right to restrict the use of its facilities to activities which are consistent with the Church’s religious beliefs and The Discipline of the Wesleyan Church; and to persons who agree to abide by the terms of this Agreement; and for uses that do not compromise the Church’s tax-exempt status and other protections.

THEREFORE: In consideration of good and valuable consideration, the receipt and sufficiency with is hereby acknowledged, the Parties by their signatures below, expressly agree to the terms of this Agreement as expressed herein.

TERMS OF USE

1. **Name of Organization:** _____

2. **Contact Person:** _____

3. **Telephone:** _____ 4. **Email:** _____

4. **Street Address:** _____

5. **City:** _____ 7. **State:** _____ 8. **Zip Code:** _____

9. **Date(s) of Use.** This Agreement is for use on: _____

10. **Time.** Use of the facility for the event is requested from _____ to _____.
(office use: Authorized Y/N)

Start time of Event: _____

11. **Event type.** Circle below the option that reflects the type of event to be held:

Meeting Party Informal gathering Class/Lecture Ceremony Sports Activity

12. **Full Name** of featured speaker, musician or other featured guest: *(please print)*

13. **Expected Number of Attendees** _____

14. **Facilities for Use:** (specific facilities requested)

Building and/or Grounds:

Rooms or spaces included:

(Party and its guests are not permitted in any other areas with the exception of restrooms located closest to the rooms listed above).

15. **Items Requested:** Please indicate which of the items listed below that you will need:

(Requested items are made available without any additional cost to Party.)

Items available at AWC 4 Corners Campus

- ____ White plastic tables (12) 8' tables
- ____ Wooden tables (5) 8' oblong
- ____ Metal chairs (95)
- ____ Other

Items available at AWC Church Campus

- ____ White plastic tables (11) round (10) 8' tables
- ____ White plastic chairs (100)
- ____ Podium
- ____ Other

Avon Wesleyan Church 4 Corners Campus Fees – Please check all that apply

	x	Member/Attendee	x	Others
Security Deposit		\$50		\$50
Facility Use Fee		No Charge		\$50
Grill Use Fee		\$20		\$20
TOTAL				

Avon Wesleyan Church Main Campus Fees – Please check all that apply

	x	Member/Attendee	x	Others
Security Deposit		\$50		\$50
Worship Center Use (with 2 classrooms)		No charge		\$100
Fellowship Hall (with kitchen)		No charge		\$100
Classroom Fee		No charge		\$25
Sound/Tech Person		\$50		\$50
Pianist (if from AWC)		\$75		\$75
TOTAL				

16. **Parking.** This Agreement includes parking for the guests of Party, if available, on any Church lot, unless otherwise marked for specific unrelated use. During inclement weather conditions, Church will make every attempt to keep parking lot and walkways clear.

17. **Set-up.** The Church provides NO SET UP of any room as to arrangement of tables and chairs, podiums, etc. The party is responsible for all set-up as well as returning tables and chairs to their original location.

18. Cleanup. Party must leave facilities in the same condition as upon arrival – orderly and clean. Trash from our Main Campus should be collected and bagged and placed in the trash bins behind the building; where trash collected from our 4 Corners Campus should be bagged, taken off the premises, and disposed of by the party. Note: Party is responsible for cleanup of trash in parking lot or surrounding grounds left by Party’s guests. Janitorial service fee of \$50 will be applied to all reservations of the worship center and/or large fellowship area downstairs at Avon Wesleyan Church.

19. Security Deposit. A security deposit is required. The security deposit will be returned to Party no later than thirty (30) days after the event; however, should any of the following circumstances occur, the Church will deduct the cost of necessary cleaning above and beyond normal use, repair or replacement, or overtime pay for personnel and the difference will be returned to the Party, if any, with an accounting of any deductions: a) Facility is not left in orderly and clean condition; b) Facility is not vacated by the Party within the allotted timeframe; c) Real or personal property of Church is damaged or removed. In any such circumstance(s), if the cost to the Church is greater than the amount of the Security Deposit, the Church will provide an accounting to the Party and Party agrees to remit the overage amount due within (ten) 10 days of the accounting.

20. Reservation/Payment. Full payment of \$50 security deposit is required upon signing this Agreement to reserve the facility. The remaining fees must be paid no later than ten (10) days prior to the date of the event. Note that payments for personnel, as and if needed, must be included in the payment to the Church and are not payable directly to such personnel.

21. Refunds. Refunds requested 48 hours or more prior to the event date will be refunded at 100% plus security deposit.

22. Host on Site. When reserving a space at our main campus, the church will assign a representative to be on site to be available to unlock and lock doors for event and to handle any facility related issues. The cost for this representative is included in the rental cost.

23. Church Equipment & Services. Use of facilities does not include use of Church’s technical equipment by outside persons. The Church’s tech equipment can only be operated by Church tech personnel. If you wish to use the Church’s technical equipment, make your request at least 4 weeks in advance of event date to ensure personnel is available. Specific equipment needs should be finalized directly with tech personnel. Tech personnel fee is \$50.

No other services are available to Party before or during the scheduled event including but not limited to photocopying, computer use, and phones.

24. Evidence of Insurance. Any large group events not sponsored by the church such as business fundraisers, sporting events, etc., whereby Avon Wesleyan Church’s insurance policy will not effectively cover such events, the party will be required to obtain insurance covering its event and guests and the facility during the full course of the event scheduled to take place at the Church. Party must obtain a certificate of insurance which clearly indicates coverage by Party at the Church’s facilities for all dates to be used for \$1,000,000 single/aggregate and which names the Church as an “additional insured”. This insurance certificate *must be presented* to the Church no later than 10 business days prior to the first day of the scheduled event and such coverage must be satisfactory to the Church. Facilities will not be rented without this certificate. Failure to timely obtain certificate will result in cancellation of this Agreement and the loss of initial deposit.

25. Advertising the Event. Any public advertisement by Party for the Event must state that the Church is not affiliated with the event &/or Party.

26. Right of Entry & Termination. Church maintains the right of entry at any time during the event to ascertain that Party and guests are acting in compliance with all rules and Terms of Use. Church reserves the right to terminate the event at any time during scheduled event if Church staff deems it advisable due to serious infractions of terms of use.

27. Use of Kitchen. If facilities rented include kitchen, Party will be provided with a separate list of cleaning requirements regarding the kitchen. Party's signature on this Agreement includes agreement to abide by additional kitchen use requirements, if applicable.

28. Indemnification and Hold Harmless. The undersigned Party, on behalf of the Party's organization (or himself, if signing only in his individual capacity) and its officers, members, invitees and guests agrees to indemnify and hold the Church, its ministers, employees, agents, members and governing board harmless from any loss or liability which may result from claims of injury to persons or property from any cause arising out of or during the use and occupancy of the facilities rented. Further, the undersigned Party, on behalf of the Party's organization (or himself if signing only in his individual capacity) and its officers, members, invitees and guests recognizes and agrees that the Church, its ministers, employees, agents, members and governing board, volunteers and insurers of any and all of them (collectively referred to as "Releasees"), shall not be liable nor responsible for any damage or loss to person or property arising out of or in any manner related to the use of Church's facility, property, furnishings or equipment by the Party and Party's invitees, or in the presence of the Party, on Church's premises. The undersigned further agrees on behalf of the Party's organization (or himself if signing only in his individual capacity) and its officers, members, invitees and guests, to defend, indemnify and hold harmless Releasees from any and all demands, claims, causes of action, and suits of any nature for any damage or loss to persons or property, of whatever cause, and even if due to the sole or concurrent negligence or strict liability of any or all of the Releasees, including payment of all costs and attorneys' fees incurred by Releasees, arising out of or in any manner related to use of Church facilities, equipment, furnishings or property by Party or the Party's organization (or himself if signing only in his individual capacity) and its officers, members, invitees and guests; and further agrees to promptly indemnify and reimburse Church on a replacement cost basis for any loss or damage to Church facilities, property, furnishings or equipment in any manner caused by Party or the Party's organization (or himself if signing only in his individual capacity) and its officers, members, invitees and guests and to indemnify and reimburse Releasees for any and all costs and attorneys' fees incurred by any of the Releases related in any manner to enforcement of the terms of this Agreement.

29. USE RESTRICTIONS. Party and Guests agree to the following restrictions while using Church facilities:

- No smoking in the building
- No alcoholic beverages or use of any illegal substances on Church grounds.
- No profanity
- No provocative clothing or clothing with offensive pictures, words or sayings.
- No criminal activities or violations of local ordinances including noise ordinance.
- No dangerous activities including use of open flames.
- No defacing of the physical property including but not limited to: tape, staples or nails on any surfaces.
- No explosives, fireworks or similar items.
- No uses for any activities related to practices contrary to Church religious beliefs or The Discipline of the Wesleyan Church. (i.e. "We believe that gambling violates the principle of Christian stewardship, ... can be emotionally addictive, ...and is a poor example to others" as noted on page 44 of the 2012 Discipline of The Wesleyan Church; "God's plan for human sexuality is that it is to be expressed only in a monogamous lifelong relationship between one man and one woman within the framework of marriage" as noted on page 16.) Contact the church office as needed for additional information about the degree to which your event conforms to the guidelines of The Wesleyan Discipline.

30. **No Assignment.** Use of the included facilities are specific to the undersigned Party, the Party's organization and invitees. This Use Agreement is not assignable nor transferable to any other individual or organization.

31. **Safety of Youth & Children.** To ensure that all children and youth on Church property are safe, the Church requires that when facility use includes minors, that minors are adequately supervised at all times. It is Party's responsibility to ensure such supervision by adults. Additionally, supervision of minors should include prohibiting minors from wandering outside of the leased facility areas, ensuring youth safety in parking areas, and to maintain proper decorum of children appropriate for the facility in use and event.

32. **Fire & Safety Regulations.** For the safety of Party and Party's invitees, all fire regulations must be observed. These regulations include but are not limited to the following: Do not exceed the maximum capacity for any facility leased. The full capacity of each space is as follows, the Worship Center is 180 persons, the Fellowship Hall is 100 persons, the Four Corners Campus is 99 persons. Do not block or otherwise impede any hallway, entryway, door or emergency exit. Do not cover any emergency exit signs.

33. **Alternative Dispute Resolution.** In the event there is a disagreement between Party and Church related to this Use Agreement, Parties agree to submit this dispute to a mutually agreed upon Christian alternative dispute resolution method for resolution.

34. **Entire Agreement.** This Agreement represents the entire agreement between the Parties with respect to the use of Church facilities for the date specified. No representation, warranties, promises, guarantees, oral, express or implied agreements have been made by the Church with respect to the use of facilities on the date specified except as expressly stated herein.

Guidelines Specific to 4 Corners Ministry Center

1. Reservations will be administered on a first come, first serve basis except in the case of the following:

- * Wedding and funeral receptions will be given preference and may bump previous reservations
- * AWC ministry teams will be given first preference in the usage of the Ministry Center but will not bump confirmed reservations without mutual agreement

2. TERMS AND CONDITIONS OF USE

- * Key to 4 Corners building will be available for pick up at the church office (300 Genesee St, Avon) the Wednesday prior to the event or by special arrangement made with the office manager.
- * Carry in- Carry out trash/supplies policy
- * Vehicles must remain in parking areas
- * Person signing for usage must be present at all times during event
- * Ministry Center shall be returned to condition prior to event unless specific arrangements have been made with Office Manager or Pastor
 - ~ All decorations removed
 - ~ Trash/Litter bagged and removed
 - ~ Bathroom and kitchen area cleaned
 - ~ All Lights and electrical applications turned off
 - ~ Outside debris/trash cleaned up and removed from premises
- * Right to use includes use of 95 chairs and 11 tables
- * Any irregular activities or accidents must be promptly reported to the Church office.

The Parties, by signing below, agree to the terms as detailed in all 8 pages of this Agreement.

Party Name: _____

(Signature, and title if Party is an organization)

(Printed name)

* Please print and fill out pages 1, 2, & 6 to mail to Avon Wesleyan Church.*
* Be sure to print out the entire agreement for your personal information and records.*

Avon Wesleyan Church

By: _____

[Signed only by individual(s) designated as signatories for this purpose.]

****COVID-19 ANNOUNCEMENT****

ALL RESERVATIONS ARE SUBJECT TO CHANGE OR CANCELLATION DEPENDING ON CURRENT PROTOCOLS & SAFETY REGULATIONS. AWC STAFF WILL COMMUNICATE IF/WHEN NECESSARY.

For Office Use Only

Approved by: _____ Cash Check # _____

AWC Main Campus	Fee		
Security Deposit			
Worship Center (+ 2 classrooms)			
Fellowship Hall (+ kitchen)			
Classroom			
Sound/Tech			
Pianist (if from AWC)			
AWC 4 Corners Campus			
Security Deposit			
Facility Use			
Grill Use			
		Date of Payment	Date PO Submitted for Refund
Total Fees			

Security Deposit Returned/Mailed \$ _____ (Date) _____

Personnel Needed:

Host on Site: Name: _____

Tech: yes no Name: _____