

NEW MICKLE BAPTIST CHURCH

Facility Use Request and

Agreement

NEW MICKLE BAPTIST CHURCH'S ("NMBC") first priority regarding use of the church facility and equipment is to provide a comfortable and safe environment for the church's worship, teaching, and church-sponsored activities. The church also desires to open the facility to other organizations that benefit the community as a whole. These guidelines set forth below provide rules and provide a fair sharing of the church's cost of granting such use of the facilities.

Contracting Individual or Organization (User) Please print.

Name: \_\_\_\_\_ Church Member: \_Yes \_No

Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip Code: \_\_\_\_\_ + \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Email: \_\_\_\_\_

If renting space "on behalf of an Organization," provide the organization's name and address: \_\_\_\_\_

Group Affiliation: \_Church Sponsored \_Public School \_Non-Profit (501/503C) \_Charitable \_Fraternal

Other (describe) \_\_\_\_\_

Date(s) of use: Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_ Use: \_One Time \_Repeat

Time of day: Start Time: \_\_\_\_\_ End Time: \_\_\_\_\_ (including set up and clean up)

Number of People Attending: \_\_\_\_\_ Number of Adult Supervisors (if applicable): \_\_\_\_\_

What rooms or areas of the church to be used? Check all that apply: \_Sanctuary \_Fellowship Hall \_Kitchen

Large Classroom \_Small Classroom

\_Kitchen \_Piano \_Grounds (outside)

Please indicate activities planned during use: \_\_\_\_\_

Need access to kitchen? \_No \_Yes If yes, for what purpose:

Sound system (please check one) : \_Will use church sound system & staff \_Will use church sound system on auto mode

\_Do not need sound system \_Will provide own sound system

Office Use Only

Agreed Total Fees: \$ \_\_\_\_\_, as approved by: \_\_\_\_\_

Amount of Deposit Received: \$ \_\_\_\_\_ Date Received: \_\_\_\_\_, 20\_\_

Received By: \_\_\_\_\_ Check#: \_\_\_\_\_

Balance Due (15 days prior to event) Amount: \$ \_\_\_\_\_

Balance Received: \$ \_\_\_\_\_ Date Received: \_\_\_\_\_, 20\_\_ Check#: \_\_\_\_\_

Has key  OPEN/CLOSE CHURCH

Rooms	Fees
Custodian	
Sound Tech	
Deposit	

**NEW MICKLE BAPTIST CHURCH**  
**Facility Use Request and Agreement**

**SCHEDULE OF FEES**

	NMBC Member	Non-Profit (501/503 c)	All Others
Sanctuary	\$0	\$650	\$800
Fellowship Hall	\$0	\$400	\$500
Funerals	\$0	\$700	\$800
Large Classroom	Negotiable	\$350	\$400
Small Classroom	Negotiable	\$150	\$300
Weddings* *Rehearsals are an extra costs	\$0 Rehearsals negotiable	\$800	\$900
Other Functions	\$0	\$400	\$500
Custodial Fee (per hour/per custodian) (\$100 minimum)	\$0	\$150	\$250
Room Setup Fee* (See page 3)	\$0	\$75	\$125
Sound System Usage (per hour/\$100 minimum)	\$0	\$150	\$200
Refundable Security/Damage Deposit (\$100 minimum)	1/2 Total Usage Fee	1/2 Total Usage	1/2 Total Usage

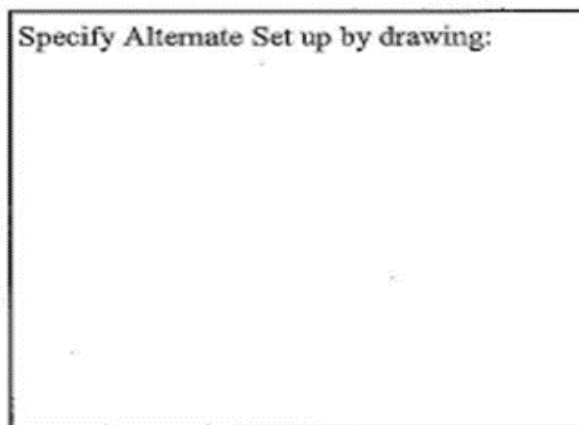
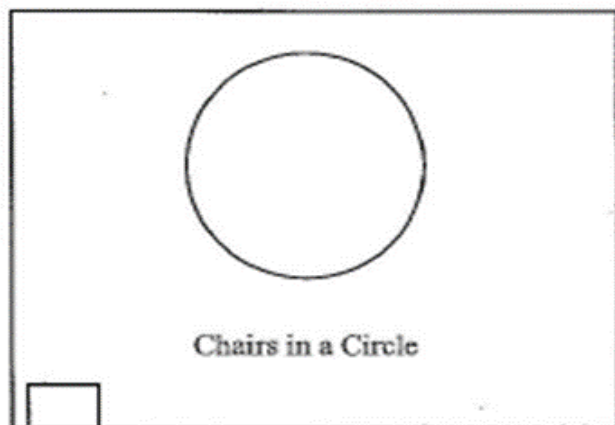
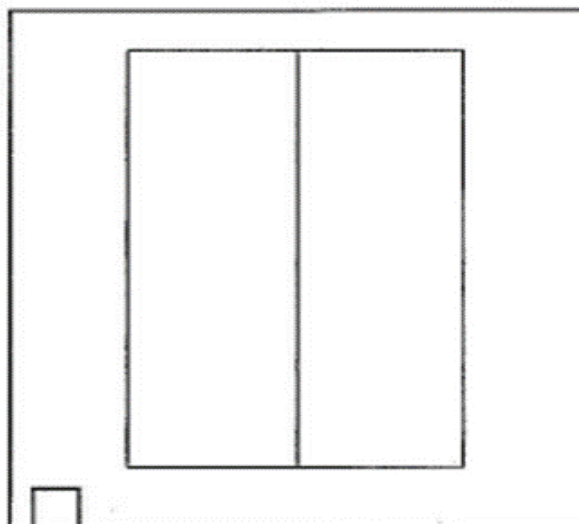
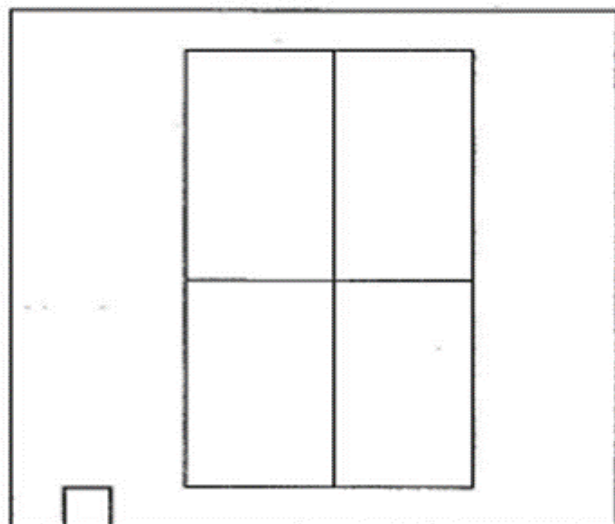
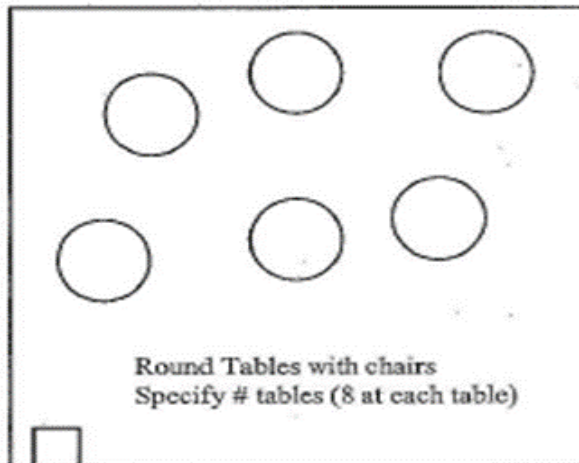
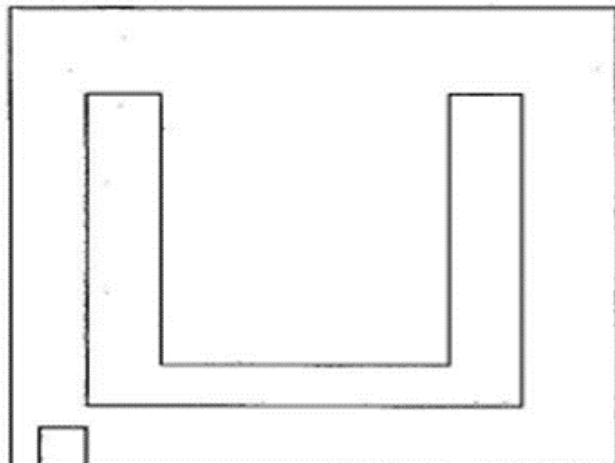
Usage fees are for up to 4 hours; prorated fees for additional hours reserved will be added. If your event is delayed upon the requested time prorated additional fees be accessed.

**Custodial assistance is required for all facility rentals.**

Public Concert rates will be determined on a case by case basis.

# Application for Use of Church Facilities

Indicate room set up below



New Mickle Baptist Church (“NMBC”) allows members of the community (User/Users) to rent the facilities of New Mickle Baptist Church on a case by case basis, subject to the approval of NMBC’s Joint Board and the terms and conditions of this Facility Use Request and Agreement (“Agreement”).

**CONTRACTING USER:**

Users agree to closely supervise all of User’s associated activities on the premises, protect the property of New Mickle Baptist Church and observe the following rules:

- Users agree to pay for all damages caused by User and for cleaning expenses associated with their use of the facilities.
- NMBC will not be obligated to perform any room setup, unless identified at the time of submittal of this Agreement. Please attach room set-up drawing and remit appropriate fee.
- Inappropriate behavior or inappropriate use of the facilities may be cause for immediate removal of User from facilities.
- New Mickle Baptist Church reserves the right to cancel any future scheduled use for any reason and without cause.

NMBC reserves the right to refuse to rent facilities to anyone or to consider any agreement that is submitted to NMBC’s office less than 30 days or more than 120 days before the desired use. Hope may ask the User to move to a different space or cancel this agreement as to a particular date if there is a funeral and the agreement involves the use of the Sanctuary, Fellowship Hall, or Kitchen.

**ALCOHOLIC BEVERAGES**

No alcoholic beverages may be possessed, served or consumed in the church facility.

**SMOKING**

New Mickle Baptist Church is a smoke-free facility, except for designated outside areas.

**CHURCH EQUIPMENT**

Church equipment shall not be used off premises for non-church related activities.

The church integrated sound system is available for use during non-church sponsored activities in the sanctuary as stated in the fee schedule. A member of the church’s sound team is required to operate this system. Exceptions and/or additional sound requirements will be arranged with the Minister of Music for availability and additional fees. A limited sound system is available for use in the Fellowship Hall.

The NMBC owned digital projectors are only available for use by church members and with supervision by a member of the NMBC audio-video staff.

## Facility Use Request and

### **KITCHEN RULES**

All users of the kitchen are required to leave it clean and uncluttered for the next user. Dishes must be washed, dried and put away. Counters and floors must be wiped clean.

### **RETURN OF FACILITIES**

Prior to expiration of the time reserved for the User's use of the facilities, User must vacate the Facilities, place all trash in waste receptacles and surrender the facilities in a reasonably clean condition, without damage or alteration to the condition in which NMBC delivered such facilities to User.

**Any group renting the Sanctuary on a Saturday evening will be responsible for returning all furniture including choir chairs, pastor's seats, communion table, etc. to the appropriate area in preparation for the Sunday morning services. This will be done under the supervision of a NMBC custodian or sexton.**

### **FEES AND DEPOSITS**

User agrees to pay the usage fee set forth in the fee schedule above for use of the facilities, reservation and security/damage deposits, and if applicable, a one-hour minimum custodial fee for the room setup, take down and cleaning of the Sanctuary or Fellowship Hall.

Upon execution of this agreement by User, User shall pay 1/2 of the rental fee and pay the security/damage deposit in the amount of 1/2 of the total usage fee (minimum charge \$100). NMBC may use the security/damage deposit to pay for cleaning of the facilities or for damages to any church property damaged by User or any individual's participating in User's events or activities. After paying such cleaning or repairs, NMBC will return, within a reasonable time after the end of the Usage Term, any remaining portion of the security/damage deposit to User at User's address set forth above.

**Balance of fees is due 15 days prior to the event.**

If the event is cancelled by the User all fees will be returned minus a \$25 reservation fee.

### **WAIVER OF FEES**

NMBC reserves the right to waive User's obligation to pay all or any portion of the usage fees, including for the use of the facilities by groups designated under section 501/503(c) of the Internal Revenue Code of 1986, as amended ("501/503c"), during normal operation hours (M-Th 8am-3pm or Fri 8am-12pm, excluding holidays designated by NMBC). Any waiver of any of the usage fees shall still be subject to User's compliance with the terms and conditions of this Agreement and the reimbursement upon New Mickle Baptist Church's request for any excess costs.

## Facility Use Request and

### SCHEDULING

The Trustee Board, Church Secretary and/or Church Clerk will only be responsible for the master scheduling of all facilities usage (including assistance with securing a pastor, custodian, sound system technician, funeral coordinator or wedding assistant).

Event schedules will be considered firm or final only after all of the following conditions are satisfied:

- Proper approval has been granted.
- Facility Use Request and Agreement has been signed by both the User and a Trustee Board representative.
- Custodian/Sexton, sound system technician, funeral coordinator and/or wedding assistant have been secured; and
- Reservation and security/damage deposits have been paid.

The User or representative of the User is responsible for verifying that all items listed above have been completed and the completed paperwork turned in, thus confirming their future use of the facility.

All single use requests and any ongoing-use agreements (“ongoing-use” is defined as an arrangement for the use of church facilities on a regular basis over a period equal to or exceeding one calendar month) require approval by the Joint Board after checking availability with the Chair of the Trustee Board.

### TERMS OF USE

A Facility Use Request and Agreement is required before any use of the facilities by User and the required reservation and security/damage deposits (such as fees for the custodian, wedding assistant, funeral coordinator and/or sound system tech) must be paid when the agreement is signed.

The activity will not be considered “**scheduled**” or “**approved**,” until all deposits and fees have been received and approval has been granted as set forth above.

The Facility Use Request and Agreement must be signed by one or more responsible contracting individuals who will be responsible for supervision of the building use and for any damage or misuse.

Cancellation of the event requires at least 30 days notice prior to the scheduled event in order to receive a refund of the fees paid minus the \$25 cancellation fee. The cancellation notice shall be in writing and delivered to the church secretary or church clerk.

The User will be responsible to assure compliance with the rules as contained in the agreement and any rules posted on the premises.

All ongoing-use arrangements shall be subject to annual review each year in terms of use and fees. Ongoing-use agreements are subject to change based upon church needs and may be terminated by Hope or the User at any time given 30 days written notice.

## Facility Use Request and

### INDEMNITY AND HOLD HARMLESS

NMBC shall not be liable for any damage to, removal of, or loss of any property of User or its Agents occasioned by any theft, burglary, larceny or vandalism of any kind. The User will neither hold nor attempt to hold Hope or its management, agents, representatives, directors, officers or employees (collectively, the "Indemnitees") liable for, and to the extent permitted by law the User will indemnify and hold harmless the Indemnitees, from and against, any and all loss, costs, demands, claims, causes of action, fines, penalties, damages, liabilities, judgments, and expenses (including, without limitation, attorneys' fees) incurred in connection with or arising from the following, except for any injury or damage to persons or property on or about the Facilities to the extent caused by the gross negligence or willful

misconduct of NMBC: (a) the use of the Facilities by the User or its agents; (b) any activity, work or thing done, permitted or suffered by the User or its agents in or about the Facilities; (c) any acts, omissions, or negligence of the User or its agents; (d) any breach by the User or its agents of any terms or conditions of this Agreement or any laws, rules, or regulations of governmental authorities with jurisdiction over the facilities; and (e) any injury or damage to person or property of the User or its agents. THE FOREGOING INDEMNITY AND HOLD HARMLESS AGREEMENT SHALL APPLY TO THE NEGLIGENCE OF THE INDEMNITEES TO THE EXTENT THAT THE NEGLIGENCE OF THE INDEMNITEES IS BASED UPON A FAILURE OF THE INDEMNITEES TO SUPERVISE OR MONITOR THE ACTIVITIES OF THE USER OR ITS AGENTS IN OR ABOUT THE FACILITIES OR THE FAILURE OF HOPE TO ENFORCE THE PROVISIONS OF THIS AGREEMENT.

### INSURANCE

**The User represents that it carries standard general liability insurance coverage with a minimum of \$1,000,000 per occurrence and \$2,000,000 general aggregate.** Upon request, User will provide the church with proof of liability insurance, and if requested, will add the church as an additional insured under User's general liability policy. Exceptions may be made by the TRUSTEE BOARD to instead accept a signed waiver of liability ("Waiver of Liability and Hold Harmless Agreement") by groups or individuals desiring to use the facilities.

### MISCELLANEOUS

The User shall not assign its rights under this Agreement without the prior written consent of NMBC. This Agreement represents the entire agreement between NMBC and the User and may not be contradicted by prior or contemporaneous written or oral agreements of the parties. Amendments to this Agreement must be in writing and must be signed by both the User and New Mickle Baptist Church.

### FORCE MAJEURE

No party shall have any liability to another in the event of the cancellation of the use of the facilities if such cancellation is caused by or due to Acts of God, the acts or regulations of public authorities, labor difficulties, civil tumult, terrorist attack, strike, epidemic, or any other cause beyond the reasonable control of parties. In the event of a cancellation for "force majeure", the parties will attempt to reschedule the engagement made the basis for this Agreement, or if rescheduling is not feasible or desirable, a refund will be issued for any paid fees with respect to the cancelled engagement made the basis of this Agreement.

I have received, reviewed and agree to be bound by the terms and conditions of the New Mickle Baptist Church Facility and Equipment Use Guidelines:

Signed by CONTRACTING INDIVIDUAL: \_\_\_\_\_ Date: \_\_\_\_\_ for

(Organization)

(Signed) NEW MICKLE BAPTIST CHURCH REPRESENTATIVE \_\_\_\_\_ Date:

Submit Button will only work if filling out from in Adobe. If filling out form in browser window download the form once complete and then attach file and email to: theresabratten8@gmail.com.