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P. O. Box 114 47 East
Derry Rd. East Derry, NH 03041
603-434-0628
www.fpc-ucc.org

First Parish Congregational Church, East Derry – Event Rental Use Agreement

Event Title: _____

Event Date: _____

Deposit Fee: \$50 with the remainder of _____ due 14 days before the event.
Please enclose the deposit with this signed form

RENTAL AND USE REGULATIONS

The First Congregational Church, or FPC, Rental Agreement is non-transferable and is only valid for the rooms, times and event(s) specified in the Request for Use of Space.

_____ (hereafter, the RENTER) agrees to comply with all guidelines and policies as set forth in the agreement. If there are any changes to this agreement, FPC reserves the right to require a new agreement to be approved by FPC and the RENTER.

RENTAL RATES/PAYMENT/OTHER FEES

1. Deposit: A deposit of \$50.00 is required to complete the reservation. A check payable to "First Parish Congregational Church" must be submitted to the church office before this reservation will be considered final. The remainder of the event fee is due in the FPC church office 14 days before the event.
2. Payment: The rental payment is due in full 14 days before the scheduled event date or at the time of the reservation, whichever comes last. Checks should be made payable to "First Parish Congregational Church"
3. Time: Rental time includes setup and cleanup. The standard event fee includes four (4) hours of total event time plus 30 minutes pre and post for set up and clean up. Additional rental time is booked in one hour increments. The RENTER is responsible for setup and break down unless the RENTER pays additional sexton fees.

RENTER agrees to clean up after the event, including sweeping. RENTER also agrees to empty all trash receptacles in the rented apace as well as inspect rest rooms utilized and clean them if necessary. RENTER understands that failure to comply with this Agreement will result in billing for custodial fees any may result in future rental privileges.

4. Set up/Breakdown:
The set up of chairs, table, etc is the responsibility of the RENTER. Doors and hallways may not be blocked at any time. If the FPC asks that something be moved, the RENTER must comply with the request.

May the grace of the Lord Jesus Christ, and the love of God, and the fellowship of the Holy Spirit be with you all.

II Cor. 13:14

5. Audio/ Visual Equipment:

Limited AV including TV/DVD/Wifi are available for rental.

6. Refunds:

No refund of the basic deposit will be given if cancellation is less than 4 days prior to the use. There are no refunds for a portion of a time slot not used.

7. Cancellation/ Renewals:

In the event of church priority use, FPC may cancel this agreement or change the accommodations within 20-60 days notice. Reservations for continued periodic use by groups regularly using our facilities must be renewed by January 31st of each year. The FPC reserves the right to discontinue any rental contract if the activity proves disruptive to neighbors or concurrent users. The agreement can also be cancelled if the RENTER does not adhere to the terms of the contract.

EMERGENCY SCHEDULING CONFLICTS- The congregation reserves the right to preempt any facility use agreement for its own use in case of emergencies, such as funerals. Notice will be provided as early as possible.

LIABILITY/LICENSES/ADVERTISING/TICKET SALES

1. If FPC is destroyed or damaged by fire, extreme weather event or any other situation out of FPC's control, this agreement will be null and void and renter/user will receive a full refund. However, the FPC will not be responsible of any incidental or consequential losses resulting from the cancellation of this agreement.
2. The RENTER agrees to use the building and grounds responsibly and adhere to fire, safety and health codes, including maximum occupancy regulations.
3. The FPC assumes no liability for loss, theft, property damage or personal injury related to the use of FPC property by the RENTER. The RENTER will be held responsible for payment of any and all damages to the building, furnishings, fixtures or equipment, whether caused by the RENTER or any members of the rental party.

POLICIES/CODE OF CONDUCT/MULTI-USE

1. Multi-use: The FPC may have simultaneous users. Renters should assume there is a group before and after them, and concurrent events. Renters/users are required to ensure that attendees minimize noise, remain in the rooms rented, clean up space after use, and are courteous to other renters/users. The signer of the rental agreement is responsible for the attendees of their event.
2. Children: Children must remain supervised at all time and in the rented rooms throughout the event. Children should not be allowed to run, roughhouse, or play on the staging and equipment inside the buildings. Playground use is NOT permitted.
3. Storage: No apparatus, furniture or equipment other than what was disclosed in the rental contract is to be moved into the FPC without prior approval from the Office Administrator. These items must be promptly removed after use. No furniture from the inside of the building(s) can be moved outside without prior approval from the FPC.
4. Event Plan: The RENTER is required to complete a **Request for Use of Space Form** at the time of the reservation including any information pertinent to the FPC to determine space arrangements, special services, and equipment necessary to the staging and proper management of the event.

May the grace of the Lord Jesus Christ, and the love of God, and the fellowship of the Holy Spirit be with you all.

5. Parking: Do not block any driveways. Access in and out of the property must be free flowing at all times.
6. Smoking, Drugs & Alcohol is NOT permitted inside the church building or on the premise:
No smoking, drugs or alcohol consumption is allowed either in the buildings or in the courtyards.
The outside group using the building is responsible for monitoring the premises to prevent the above.
7. No glitter, rice, bird seed or other materials are to be thrown inside or outside. If there is any foreign material remaining after the event, the RENTER is responsible for complete cleanup.
8. Food/Beverage: Catering is not provided by the Church. Groups may bring in the own food: however all arrangements must be discussed at the time a room is reserved and confirmed with staff. Food may be served outside on the grounds at any time. Anyone using the church property is responsible for cleaning up after each use, both inside and outside. If a private catering service is used for the event, the caterer must furnish all equipment (e.g. dishes, silver, table cloths, etc.) and remove immediately after the event. Storing of catering equipment is not permitted.
9. Key issue/Lock up/ key return: A copy of a valid license is required upon key pick-up. Keys may be picked up one-three day prior to the event. RENTERS must close and lock all windows, close and lock all exterior doors at the end of their day's event and verify that all cleaning obligations have been fulfilled. Key must be returned to the Church no later then three days after the event.

FPC will permit access upon execution of a contract with full and specific disclosures and payment of rental fees as specified in rental agreement.

Release and Waiver of Liability

PLEASE READ CAREFULLY! THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS!

This Release and Waiver of Liability (the "Release") executed on this _day of _____, (month) 20__ (year) by _____ ("Rentee") in favor of First Parish Congregational Church, their directors, officers, employees and agents (collectively, "The Church").

The Rentee hereby freely, voluntarily, and without duress executes this Release under the following terms:

Release and Waiver. Rentee does hereby release and forever discharge and hold harmless the Church and its successors and assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from Rentee's Activities with the Church.

Rentee understands that this Release discharges the Church from any liability or claim that the Rentee may have against the Church with respect to any bodily injury, personal injury, illness, death or property damage that may result from Rentee's Activities in the Church, except where due to the gross negligence or willful misconduct of the Church, its officers, directors, employees or agents. Rentee also understands that the Church does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health or disability insurance in the event of injury or illness.

Medical Treatment. Rentee does hereby release and forever discharge the Church from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Rentee's Activities with the Church.

Insurance. The Rentee understands that, except as otherwise agreed to by the Church in writing, the Church does not carry or maintain health, medical or disability insurance coverage for any Rentee.

Other. Rentee expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of New Hampshire, and that this Release shall be governed by and interpreted in accordance with laws of the State of New Hampshire. Rentee agrees that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

SIGNATURES

I agree to the above terms for renting/using the facilities of the FPC. I understand that if these terms are not followed, the Center reserves the right to refuse rental/use to me and/or my organization in the future and can cancel the current rental agreement with no refund.

RENTER

Signature _____ Date _____

FPC

Signature _____ Date _____

For Internal Use

Date Paid: _____

Check #: _____