

FACILITIES USE POLICY

This agreement is made between Forest Hills Presbyterian Church (hereinafter "FHPC") and

(hereinafter "User") for the use of certain areas of the Forest Hills Presbyterian Church facilities (hereinafter "Facility") located at 13200 Bandera Road, Helotes, Texas. The areas of the Facility to be engaged by User are indicated with a check mark below:

| <u>AREA</u> | |
|---------------------|-------|
| Conference Room | _____ |
| Classroom | _____ |
| Assembly Hall/Gym | _____ |
| Kitchen | _____ |
| Sanctuary | _____ |
| Children's Building | _____ |
| Soccer Field | _____ |
| Tables & Chairs | _____ |

1. FHPC agrees that User shall have the exclusive right to use the Facility beginning on the ___ day of _____, 2_____, at the hour of _____ and ending on the ___ day of _____, 2_____, at the hour of _____. (If the User will not actually be in the Facility *continuously* within the above time frame, please indicate the actual hours of use each day: _____.)
2. User will pay FHPC for the use of the Facility and/or services as indicated with a check mark below:

| <u>AREA</u> | |
|-------------------------------|-------|
| Custodian | _____ |
| Conference Room | _____ |
| Classroom | _____ |
| Assembly Hall/Gym | _____ |
| Family Life Center Kitchen | _____ |
| Children's Building + Kitchen | _____ |
| Sanctuary | _____ |
| Soccer Field | _____ |
| Tables & Chairs | _____ |

3. User may use the Facility only for the following purposes:

FHPC agrees to:

- Provide scheduled use of agreed-upon Facilities to the User for the days and times specified in this agreement.
- Notify the user at least 14 days in advance of weddings, wedding receptions, or other church related events that require a change or cancellation of the scheduled Facility use. (Activities other than those listed above will not preempt this agreement without permission of the User.)
- Provide Facilities that may be heated up to 68 degrees, air-conditioned to 78 degrees, well lit, and in safe operating condition.

User agrees to:

- Use the Facilities for the purpose, dates, and times listed in this agreement.
- Provide responsible oversight of the activities and participants.
- Return all furniture and equipment to their proper location and turn off all lights and air-conditioning equipment after use.
- Return the Facility to a clean condition. Required cleaning includes emptying the trash from Facility and placing in the dumpster, cleaning restrooms and kitchen (if used), sweeping floors, and cleaning spills.
- Pay FHPC a Non-refundable Cleaning Fee.
- Pay FHPC a damage deposit. User shall be responsible to ensure no objects are placed or dropped in drains, restrooms, or any part of the sewer system which will require maintenance or repairs. **No church property shall be altered, assembled, disassembled, moved, or removed from the Facility. The User shall adhere nothing directly to the walls unless special permission is obtained.** The security deposit or any remaining portion thereof will be returned to User within ten days of final use. A written explanation shall be provided to User by FHPC with regard to any deductions from the deposit. User shall be responsible for any additional damages exceeding the deposit amount.
- **User will conduct a pre- and post-use inspection of the Facility to insure cleanliness and proper operation of the Facility. FHPC personnel must be contacted immediately if the Facility is not in a clean state or if anything is found not to be in proper working order during the pre-use inspection. Failure to notify FHPC may result in User being held responsible for damages.**
- **Notify FHPC immediately if emergency services (police, fire, or ambulance) are called to the FHPC property for any reason. User shall be responsible for all costs incurred.**
- Ensure all participants have departed and the Facility is secured after use.
- All User's property shall be removed from the Facility immediately following the final use of the Facility by User.
- **If required by FHPC (Yes /No),** User agrees to name FHPC as an additional insured and will supply FHPC with a copy of the user's liability insurance policy for at least \$1 million.
- Notify FHPC of intent to cancel the function at least 14 days prior to the scheduled use. If notification is received less than 14 days, forfeiture of the deposits will be as follows: 7-14 days – 50%; 3-7 days – 75%; less than 3 days – 100%.
- Not assign its rights under this agreement without the prior written consent of FHPC.
- Comply with all local, state, and federal laws, rules, and regulations. This shall include payment of any and all applicable taxes and any licensee fees or taxes lawfully levied in connection with this agreement.
- Smoking is prohibited in the Facility at all times.
- No alcoholic beverages or drugs may be served, used, or consumed in the Facility or on surrounding FHPC property.
- Comply with all local, state, and federal laws, rules, and regulations. This shall include payment of any and all applicable taxes and any licensee fees or taxes lawfully levied in connection with this agreement.
- Only certified police officers on duty may carry firearms in the Facility or on FHPC property.

Exclusions:

- FHPC is not liable for any loss, damage, or injury of any kind to any person or property arising from any use of the Facility (including all surrounding FHPC property), or caused by any defect in the Facility or surrounding FHPC property or caused by or arising from any act or omission of User, or of any of its agents, employees, licensees, or invitees, or by or from any accident, fire, or other casualty on the Facility or surrounding FHPC property or brought about by User's use of the Facility. User waives all claims and demands on its behalf against FHPC for any such loss, damage, or injury and will indemnify and hold FHPC entirely free and harmless from all liability for any such loss, damage, or injury of other persons and from all costs and expenses (including attorney fees) arising from any claims or demands of other persons concerning any such loss, damage, or injury.
- FHPC representatives shall have the right to enter and inspect the Facility at any time on any occasion.
- FHPC shall have the right to immediately terminate this agreement without prior notice if User is abusing the Facility or violating the terms of this agreement. In the event that use is terminated under this paragraph, all fees will be forfeited.
- FHPC reserves the right to require a security officer for the event. There will be an additional fee for security that will be discussed upon the agreement of the event. The security officer on duty has the authority to shut down the event due to any violation of the contract or if the event becomes a nuisance to the community.
- In the event the Facility is damaged by any unforeseen occurrence that renders it unusable, FHPC shall not be liable or responsible to User for any damages caused to User. All fees and deposits will be refunded to User.

This agreement constitutes the entire agreement between the parties.

FOREST HILLS PRESBYTERIAN CHURCH

USER

By: _____

By: _____

(Printed Name)

(Printed Name)

(Signature)

(Signature)

Title: _____

Date: _____

Date: _____

Phone: _____

Phone: _____

Cell: _____

Email: _____

Email: _____

FACILITY USE FEE SCHEDULE

NON-MEMBERS

| | |
|---|-----------|
| Reservation Fee / Security Deposit | \$ 200.00 |
| Custodian Fee | \$ 150.00 |
| <i>*Regular Facility Users subject to a one time annual custodian fee, collected on the first month of facilities usage for the calendar year</i> | |
| Conference Room (\$20/hr X ___ hr, 2 hr min) | \$ _____ |
| Classroom (\$15/hr X ___ hr) | \$ _____ |
| Assembly Hall/Gym (\$55/hr X ___ hr) | \$ _____ |
| Family Life Center Kitchen (\$25/hr X ___ hr) | \$ _____ |
| Children's Building + Kitchen (\$50/hr X ___ hr) | \$ _____ |
| Sanctuary (\$50/hr X ___ hr) | \$ _____ |
| Soccer Field (\$15 hr X ___ hr) | \$ _____ |
| Tables & Chairs (\$7 set – 1 table/8 chairs) | \$ _____ |
| TOTAL DUE: | \$ _____ |

Please make checks payable to Forest Hills Presbyterian Church.

FOR OFFICE USE ONLY:

Quarter Requested

___ January 1-March 31 ___ April 1-June 31 ___ July 1-September 30 ___ October 1-December 31

Is the applicant current on facilities use fees payments: ___ YES ___ NO

Date Paid: ___/___/___ ___ Cash ___ Check
