

## FIRST CHURCH FACILITY RENTAL AGREEMENT

First Church of Christ (FCC) welcomes groups and individuals in our community to use of our facilities, subject to availability. We're glad to provide a place for families, friends and local organizations to connect with each other. It is our mission to lead others know, worship and serve God and our facility helps us accomplish this goal.

The following is an Agreement between the First Church of Christ (Christian), Inc., a Kentucky corporation, hereinafter referred to as "FCC", and Chad Caddell (Print Renter's Name) hereinafter referred to as "Renter" for the purposes and scope set forth herein.

### I. RENTER INFORMATION

Name: Chad Caddell  
Group/Organizational Affiliation (if any): Stephen's Elementary  
Address: 6201 Camsey Dr, Burlington Ky 41005  
Contact Number: 859 380 6211

### II. EVENT INFORMATION

☐ Private Event ☒ Non-Profit ☐ Organization  
Type of Event: 5<sup>th</sup> Grade Promotion

#### Single Event Details:

Event Date: 5/16/22  
Set-up Time: 5:00-6:00pm Event End Time: 7:30pm  
Event Start Time: 6:00 pm Tear-down Time: 7:30-8:00pm

#### Recurring Event Details:

Day(s) of the week: none  
Start Date: / End Date: /  
Set-up Time: / Event End Time: /  
Event Start Time: / Tear-down Time: /

Number of attendees: 400+ Campus: ☒ Burlington ☐ Campbell ☐ Union  
FCC Facilities Rented: Worship Center, main lobby, Atrium  
FCC Resources Requested: 2-4' tables (outside worship center)  
Outside Vendors: n/a

### III. PRICING AGREEMENT

#### a. Facilities Use Payment Agreement

##### Single Use Payment Agreement

Rental Fees: \$ 250.00  
Set-up/Clean-up Fee: \$ 0  
Technology Fee: \$ 150.00  
Adjustments/Discounts: \$ 250.00  
**TOTAL RENTAL FEE:** \$ 150.00

*This amount minus the deposit to be paid one week prior to event, to avoid cancelation.*

**Deposit Due with Agreement:** \$ 100.00  
The deposit amount will be deducted from the total balance due.

**Kitchen Security Deposit:** \$ 0  
As applicable with agreed upon use of the kitchen. Failure to clean up kitchen and serving area will result in loss of security deposit as set in Section IV(B)(ii).

##### Recurring Rental Payment Agreement

Renter utilizing the facilities on a recurring basis are responsible for payment of rental fees payable in advance or on the agreed upon date of each calendar month as agreed upon by Facilities and Renter.

##### **Recurring Rental Payment Agreement:**

**Security Deposit:** \$ n/a  
Damages to FCC building(s) or property will result in loss of security deposit as set in Section III(B)(ii).

Rental Fees: \$ \_\_\_\_\_  
Adjustments/Discounts: \$ \_\_\_\_\_  
**TOTAL PAYMENT AMOUNT:** \$ \_\_\_\_\_  
Total # of Payments: \_\_\_\_\_  
Monthly Payment: \$ \_\_\_\_\_

**Monthly Due Date:** No less than one (1) week prior to event, unless otherwise noted.

I agree to pay the entire amount as set in Section III(a) to avoid cancellation.

**Renter Signature:** \_\_\_\_\_

**Printed Name:** Chad Caddell

**Non-Profit/Organization Name:** Stephens Elementary

**Date:** 1-18-22

## IV. TERMS OF AGREEMENT

### a. Insurance and Liability

- i. **Indemnification.** Renter hereby agrees to indemnify FCC for any damage to the premises rented herein attributable to Renter or guest or employees of Renter; or its caterer; or outside vendors used by Renter. Renter also agrees to save, hold harmless, indemnify and defend FCC, its representatives and assigns, from any and all claims arising under this Agreement, including but not limited to claims arising from any and all personal injuries or property damage which may be brought against FCC, its representatives or assigns, for injuries arising out of the activities of Renter, Renter's guests, agents, servants or employees.
- ii. **Outside Vendors.** Food caterers shall not be permitted to serve the event unless liability insurance with a combined single limit of at least \$500,000.00 is carried by the caterer; such insurance shall name FCC as additional insurers for the date(s) of the event for which the premises are rented. Such insurance shall also state that coverage provided to FCC is over and above any liability insurance available to FCC. A certificate of insurance showing that the caterer is in compliance with this requirement shall be provided to FCC at least ten (10) days prior to the event or the caterer will not be permitted to service the event.
- iii. **Renter's Insurance.** FCC's insurance will not protect Renter or Renter's guests, agents, employees, servants, caterer or outside vendors from claims arising out of Renter's use of the rented premises. Renter is strongly advised to consult with legal counsel and insurance providers to determine both liability exposure and insurance protection available when hosting the event.
- iv. **Sporting Events.** Renters participating in sporting or athletic activities during your event shall provide a copy of the certification of liability insurance covering your organization. The insurance shall add FCC as additional insurers for the date(s) of the event(s) for which the premises are rented. Should the renting party not be able to provide insurance, it is understood and agreed upon that First Church of Christ, its staff, leadership and members are not liable for any injuries that may occur as a result of renting the facility as set forth herein.

### b. Kitchen Use

- i. Kitchen facilities are limited but may be utilized upon prior arrangement and approval with FCC staff. Additional charges may apply for use of the Kitchen at FCC's discretion.
- ii. Renter shall also pay an additional \$50 security deposit upon acceptance of this Agreement for use of the Kitchen. Failure to clean up kitchen and serving area will result in loss of security deposit.
- iii. All outside vendors and caterers must comply with the insurance requirements described in Section IV(a)(ii) above.

### c. Technology

- i. **Technical Needs.** Technical assistance is only available in Gymnasiums and Worship Centers. Resources available would include Pro-presenter (slides/lyrics/graphics), running sound, and/or video production (Burlington Campus only). After your event is booked, the FCC Technical Arts Director will contact you to address your Event's technical needs.
- ii. FCC technology resources including, but not limited to, computer equipment, televisions, printers, phones, or similar are not to be utilized by Renter or unauthorized outside users.
- iii. **Technical Fees.** Additional costs apply and are determined on a case-by-case basis. All technical fees will be finalized by the Technical Arts Director and included in the final payment due prior to the use of the facilities.

## **b. Deposits and Payment**

- i. **Single Use Rental Deposit.** A deposit of 20% of the total rental fee, with a minimum deposit of \$100, is required upon acceptance of this Agreement to hold the facility for the date(s) being requested. The deposit amount will be deducted from the total balance due. The remaining balance is required to be paid in full no less than 72 hours in advance of the use of the Facilities.
- ii. **Recurring Use Rental Deposit.** Recurring Renter shall provide a \$100 security deposit due upon acceptance of this Agreement. FCC will return the deposit to the Renter within fifteen (15) days after conclusion of agreed rental period as set in Section III(a) minus any amounts deemed necessary to repair any damages to or replacement of church property that may be damaged, lost, stolen, or vandalized while present.
- iii. **Timely Payment.** If timely payments have not been made as set forth in Section III(a) of this Agreement as applicable, FCC reserves the right to cancel the event and retain the Deposit.
- iv. **Payment.** Rental prices are subject to change at any time after the expiration of the current agreed rental period as set in Section III(a). Checks should be made out to First Church of Christ.
- v. **Additional Time.** In the event that the event that the Renter, Renter's guests, or Renter's contractors occupy FCC's Facilities beyond the ending time designated in this Agreement, the Renter shall pay an additional fee calculated as follows:
  1. Rates are charged per hour. Each additional hour or part thereof shall be charged at the Rental Agreement rate and will not be pro-rated.
  2. Hours that are not previously scheduled and are added on the date of the Rental Agreement are subject to a rate of two (2) times the rental rate.
  3. Pre-scheduled cleanup will be charged in accordance with your hourly rate. Hours not previously scheduled are subject to additional charges as stated above.
- vi. **Recurring Event No-Call No-Show.** In the event of a no-call no-show, Renter is still obligated to pay the rental fee(s) set forth in this Agreement for that date, due 24 hours before the next rental occurrence.
  1. No future occurrences will be permitted until payment is received.
  2. If a no-call no-show happens more than twice, FCC reserves the right to decline or cancel all future event occurrences.

## **c. Refund Policy**

- i. No refunds of the rental or security deposit will be given upon cancellation. No refunds of any type will be given if the contract is terminated by action of persons attending the event or by actions of Renter, their agents, servants, or employees.
- ii. In the event that at any time after the signing of this contract and before or during the time the Facilities are rented, FCC should be materially hampered, interrupted or interfered with in the carrying out or completion of this contract by reason of fire, casualty, black-out, strike, unavoidable accident, riot war, force majeure, or any local or national state of emergency or unusual condition or any other cause of the same or similar kind, then, in the event this contract, at the option of FCC shall become null and void and Renter shall not be permitted to use any of the said Facilities. The rental fee and security deposit shall be returned within fifteen (15) days subsequent to any of the aforementioned events.
- iii. Any ministerial use of building space will supersede any use for rental space. FCC will notify the individual or renting organization of its need for the above-mentioned space as soon as possible. In the event that the Facilities rented the are not available due to ministerial use, FCC will make every effort to provide a comparable space on the date or alternate dates requested. If an agreeable alternative cannot be reached, the rental fee and security deposit shall be returned to the Renter.

**d. Set-up, Tear-down, and Cleaning Facilities**

- i. Renters are responsible for set-up, tear down and cleanup of the requested Facilities.
- ii. Following the event, single use or day to day for recurring, all Facilities must be returned to their original set-up. A checklist for clean up after use of the facilities will be provided.

**e. Facility Property Guidelines**

- i. Decorations may be attached to the walls, doors, and light fixtures on a temporary basis using only the Facility approved and provided wall mounting tabs, but no holes can be made, or mounting hardware used.
- ii. Proper caution should be taken when utilizing space wherein FCC property could be easily damaged by actions, activities, or similar by the Renter or other parties utilizing facilities. For example, objects such as balls or similar should not be thrown at or near FCC technology.
- iii. No application of permanent signage is permitted. All signage displayed must be removed prior to other activities, events, services, or similar taking place.
- iv. Onsite storage facilities are not provided with use of the facilities.
- v. Renter agrees to reimburse FCC for any damages to or replacement of church property that may be damaged, lost, stolen, or vandalized while present.

**f. Miscellaneous**

- i. All Renters must be at least 21 years of age and must be present at all times (may not leave, and then return) during the event.
- ii. All facilities are smoke free/tobacco free.
- iii. Renter agrees not to serve, have available, or permit consumption alcoholic beverages by him/herself or his/her guests while utilizing Facilities.
- iv. All those in attendance must stay in appropriate area; children must be with adults at all times.
- v. Any items purchased/rented from other agencies are Renter's responsibility and should be independent or free standing as they may not be installed for use within the facilities.
- vi. Any items purchased/rented from other agencies are Renter's responsibility for set up and removal the day of the event.
- vii. FCC is not responsible for damaged, lost, or stolen items left on the premises prior to, during or following the event.
- viii. The decision to wear a mask or not will be the decision of each person's best judgement based on their individual level of concern and/or the organization guidelines.
- ix. The parties agree and acknowledge that regulations may be altered depending upon conditions related to COVID-19 at the time of the scheduled rental. FCC reserves the right to alter these guidelines in order to comply with directives from Boone County, the Northern Kentucky Independent District Health Department, the Commonwealth of Kentucky, or any other entity having authority.
- x. The parties further agree and acknowledge that it may be necessary to cancel the scheduled event as a result of conditions related to COVID-19. FCC reserves the right to cancel any scheduled event should it be necessary to comply with any applicable directive or to preserve public health. In the event of cancellation by FCC, the Renter will receive a full refund.
- xi. Should any provision of the agreement be declared or determined by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the parties agree that the validity of the remaining parts, terms, or provisions shall not be affected thereby and any illegal, invalid, or unenforceable part, term or provision shall be severable and deemed not to be a part of this Agreement.

- xii. This Agreement is made and entered into in the Commonwealth of Kentucky, and shall in all respects be interpreted, enforced, and governed under the laws of Kentucky and jurisdiction shall vest in the Boone County Courts. The language of all parts of this Agreement shall in all cases be interpreted as a whole, according to its fair meaning, and not strictly for or against any other party.
- xiii. Any violation of the terms and conditions may result in termination of this agreement and/or cancelation of the event, even while in progress, with no refund provided. Violations of this agreement will also impact any future request to use the FCC facility.

Renter has read the above contract and agrees to comply with all terms and conditions in full. The parties further acknowledge that this agreement is executed voluntarily, without coercion, or undue influence, and with full knowledge of the meaning of each provision in this Agreement. Non-compliance by Renter of any terms of this agreement may result in immediate termination of the contract, closing of the facilities and removal of the persons, including Renter, during the rental period, from the premises at the option of FCC and/or forfeiture of the deposit.

Renter Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Non-Profit/Organization Name: \_\_\_\_\_

Date: \_\_\_\_\_

First Church of Christ:

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_