

**GUEST RELEASE
WAIVER OF LIABILITY AND INDEMNITY AGREEMENT**

Group Name (as applicable): Yealey Elementary School
 Guest Name (print): Marybeth Brown
 Address: 10 Yealey Drive City: Florence
 State: KY Zip Code: 41042 Phone: (859) 282 3333 Email: marybeth.brown@boone.kyschools.us
 Emergency Contact: _____ Relation To Guest: _____

WAIVER OF LIABILITY AND FULL RELEASE OF CLAIMS

Upon consideration for entering upon the premises of FIRST CHURCH OF CHRIST, INC. ("FCC") for any purpose, including but not limited to as a guest, overnight or otherwise, or for observation or use of the facilities or equipment, or participation in any program affiliated with FCC, the below signed individual, being an adult of legal age, signing on behalf of himself, or herself, or as the legal custodian or parent of a minor who will be entering upon said premises, whose name is Marybeth Brown, hereby states that upon the 12 day of December, 2022, through the end date of the above names groups current contract he/she will be entering upon the above-described premises for these purposes: Winter choir concert hereby agrees to the following:

1. THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE FCC, its members, officers, employees, and agents (collectively "FCC") from all liability to the undersigned, their personal representatives, successors and assigns, for any loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned, whether caused by the negligence of FCC or otherwise while the undersigned is in, upon, or about the premises or any facilities or equipment therein, or participating in any program affiliated with FCC.
2. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS FCC and each of their members, officers, employees and agents from any loss, liability, damage, or cost they may incur due to the presence of the undersigned in, upon, or about the FCC premises or in any way observing or using any facilities or equipment of FCC or participating in any program affiliated with FCC whether caused by the negligence of FCC or otherwise.
3. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE due to negligence of FCC or otherwise while in, about, or upon the premises of FCC and/or while using the premises or any facilities or equipment thereon or participating in any program affiliated with the FCC.

THE UNDERSIGNED further expressly agrees that the foregoing RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the Commonwealth of Kentucky and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements, or inducement apart from the foregoing written agreement have been made.

SIGNATURE: Marybeth Brown Date: 11/17/2022
 PRINTED NAME: Marybeth Brown

NOTE: If signing on behalf of a minor, use the below signature line:

SIGNATURE OF PARENT/LEGAL GUARDIAN _____ Date: ____/____/____

NAME OF MINOR(S) _____

NAME OF PARENT/LEGAL GUARDIAN _____

RELATIONSHIP TO GUEST (if guest is a minor): _____

FACILITY RENTAL AGREEMENT

First Church of Christ 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 Manbeth Brown (Print Renter's Name) hereinafter referred to as "Renter" for the purposes and scope set forth herein.

FIRST CHURCH MISSION STATEMENT

The mission of First Church is to lead people to Know, Worship, and Serve Jesus Christ.

FIRST CHURCH VISION STATEMENT

Our vision is to become a disciple-making church through relational engagement and leadership development.

CORE BELIEFS

God: We believe in one God – Father, Son and Holy Spirit. He is the creator and sustainer of all things.

Jesus: Jesus Christ is the Son of God, the Savior and Lord of all people. His death on the cross makes it possible for us to get things right with God. Salvation is found only in Him (John 14:6). We also believe that He rose from the dead and will return one day to complete his plan for humankind.

Holy Spirit: The Holy Spirit lives in Christians and empowers them for ministry. The Spirit is our source of assurance, strength, wisdom, and gifting for building up the church.

The Bible: The Bible is the very words of God, so it is the foundation of our faith & how we live our lives.

The Church: The church is made up of all the Christians in the world. First Church is the local representation of those believers. We are not part of a denomination but are led by elders who have been recognized by our church as qualified to lead us spiritually.

CORE VALUES

Grace: First Church is a family that is loved, accepted, and motivated to live by God's grace. Personal transformation comes when God's grace is applied to our lives.

Growth: Growth is an expectation for anyone who is part of the First Church family. Growth is a process as all followers of Jesus try to become more like Him.

Connection: As a Church family, our desire is to be connected to God and to one another. Life change takes place in the context of community.

Care: As a Church family, we strive to care for one another and for those in our community.

Prayer: Prayer is central to our relationship with God. Prayer is part of EVERYTHING we do.

I. RENTER INFORMATION

Name: Marabeth Brown

Group/Organizational Affiliation (if any): Yealey Elementary School

Address: 10 Yealey Drive Florence, KY 41042

Contact Number: (859) 282-3333

II. EVENT INFORMATION

☐ Private Event

☒ Non-Profit

☒ Organization

Type of Event: Yealey Chorus Winter Choir

Single Event Details:

Event Date: Dec 12, 2022

Event Set-up Time: 5:30 - 6:30 pm

Event Start Time: 6:30 pm

Event End Time: 7:30 pm

Tear-down Time: 7:30 - 8:00 pm

Recurring Event Details:

Day(s) of the week: n/a

Start Date: /

Set-up Time: /

Event Start Time: /

End Date: /

Event End Time: /

Tear-down Time: /

Number of attendees: 250

Campus: ☒ Burlington ☐ Campbell ☐ Union

FCC Facilities Rented: Burlington Campus Worship Center and Main Lobby

FCC Resources Requested: (2) 4' tables with black tablecloth, (2) microphones, music podium, (1) chair

Outside Vendors:

b. Deposits and Payment

- i. **Single Use Rental Deposit.** A deposit of \$100 or full amount due if less than \$100 is required upon acceptance of this Agreement to hold the facility for the date(s) being requested within 2 business days of receipt. The deposit amount will be deducted from the total balance due and remaining balance is required to be paid in full no less than 1 week in advance of the facility use.
- 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.
- vi. **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 as required under the terms hereof and at the time due hereunder, such that nonpayment prior to the scheduled event SHALL constitute a breach of the terms of this agreement.
 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 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.

IV. TERMS OF AGREEMENT

a. Insurance and Liability

- i. **Indemnification and Hold Harmless agreement.** Renter, its principals, agents, employees, volunteers, or any other person acting on behalf or with the permission of renter hereunder, hereby agrees to indemnify and hold FCC harmless for any damage to the premises rented herein attributable in any way to, or arising out of or related to, Renter, Renter's guests, or employees of Renter's use of the subject property; or Renter's caterer; or outside vendors used by Renter. Renter also agrees to save, hold harmless, indemnify and defend FCC, its employees, agents, representatives and assigns, from any and all claims arising under this Agreement, including but not limited to claims arising from the conduct of any and all third parties or other persons who are on the premises pursuant to this agreement, all personal injuries (of any kind whatsoever, broadly construed to be intended by definition to include claims of any nature involving a physical, emotional or psychological injury) or property damage alleged by third parties which may be alleged or could be brought against FCC, its employees, agents, representatives or assigns, for personal injuries or damages arising out of the activities of Renter, Renter's guests, agents, servants or employees or from the condition of the premises used pursuant to this agreement.
- ii. **Activity Waiver of Liability.** A First Church of Christ Specific Activity Waiver of Liability will be required for all individuals participating in recurring activities, sporting, or similar events in which our facilities are rented to facilitate. All individuals or guardians signing on behalf of a minor child(ren) will be required to complete the FCC Activity Waiver of Liability prior to participating in said activity. All FCC Specific Activity Waivers of Liability are required no later than on the date of the individual or stated minors' participation in said activity. Without a completed FCC Specific Activity Waiver of Liability, FCC would not permit individual on premises to participate in said activity.
- 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.

If renter is required hereunder, pursuant to discussions with FCC, to secure liability insurance for the event or events contemplated hereunder, Renter agrees to make FCC a co-insured under the terms of its policy and to provide FCC with proof thereof with seven (7) days prior to the event or events contemplated hereunder and at any time so requested thereafter.
- iv. **Sporting Events.** Renters participating in sporting or athletic activities during your event shall provide a copy of the certificate of liability insurance with a per occurrence limit of no less than \$1,000,000 covering your organization and shall be primary and non-contributory. The insurance shall add FCC as additional insured for the date(s) of the event(s) for which the premises are rented. Should the renting party not be able to provide insurance or meet the requirements then they will be unable to rent the facility.
- v. **Outside Vendors.** Food caterers and outside vendors shall not be permitted to serve the event unless liability insurance with a occurrence limit of at least \$1 million is carried by the caterer as applicable to the event; such insurance shall name FCC as additional insured for the date(s) of the

event for which the premises are rented. Such insurance shall also state that coverage provided to FCC is primary and non-contributory. A certificate of insurance showing that the caterer and/or vendor is in compliance with this requirement shall be provided to FCC at least seven (7) days prior to the event or the caterer or vendor will not be permitted to service the event.

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 this deposit.
- iii. All outside vendors and caterers must comply with the insurance requirements described in Section IV(a)(v) above.

c. Technology

- i. **Technical Needs.** Technical assistance is only available in the Gymnasiums and Worship Centers. Resources available would include Pro-presenter (slides/lyrics/graphics), running sound, cameras, basic or special lighting effects, and/or video production (Burlington Campus only). After your event is booked, the FCC Technical Arts Director will work with the Guest Experience Director to determine 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. Video and presentation material may only include appropriate language and content. Anything including inappropriate language or content will not be utilized.
- iv. **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.

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.
- vi. At no time will renter use, permit or allow the property which is the subject matter of this agreement to be used, directly or indirectly, for ANY PURPOSE inconsistent with the CORE VALUES and CORE BELIEFS of FCC set forth above.

- vii. Renter agrees to comply with all applicable federal, state and local statutes, ordinances, and regulations in the use of the subject property and agrees that, at no time, shall any such laws be violated. Any such violations shall be cause for termination of this Agreement by FCC with or without notice.

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.

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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: _____

(If Required) Renter's Insurance information

Identity of Insurance Company: _____

Insurance agent for Renter: _____

Limits of general liability coverage: _____

Is FCC a co-insured? () Yes () No

Coverage effective dates (from-to) _____ to _____

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III. PRICING AGREEMENT

a. Facilities Use Payment Agreement

Single Use Payment Agreement

Rental Fees: \$ 250.00

Set-up/Clean-up Fee: \$ 0.00

Technology Fees: \$ 150.00

☒ Sound

☐ Special Lighting effects

☐ ProPresenter/Visual Presentation

☒ Cameras

☒ Video Producer (required w/Camera & ProPresenter)

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: \$ 0.00

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: Marybeth Brown

Non-Profit/Organization Name: Yealey Elementary School

Date: _____