



FACILITY USE AGREEMENT
01/01/2020

Facility Use Agreement Mission Statement: The First & Calvary Presbyterian Church (F&C) (church) may allow an organization to use its facilities that is recognized by the Internal Revenue Service as exempt from income tax and described in Section 501(c)(3) of the Internal Revenue Code as long as the organization's mission is compatible with the church's exempt purposes.

Building use activities fall under the oversight of the Building and Grounds Committee (B&G). Requests for building use are managed through the church office. No commitment for building use is finalized until the Facility Use Agreement has been properly prepared and submitted through the church office and then submitted to B&G for approval. When possible we will attempt to make our facility available to local organizations and individuals for one-time or short-term usage, but our first priority is to F&C congregation programs and membership needs. Priority is then given to nonprofit groups that are supported by our church and finally to other nonprofit organizations. Exceptions to these rules may be made on a case-by-case basis.

No activities or advocacy may take place within the congregation, its buildings or grounds that conflict with the practices of this congregation.

So that all church members and outside groups can enjoy our facility, we ask that you follow this guide and sign and return the Facility Use Agreement and Release Form. A copy of the approved form will be returned to you once approved.

Included in this guide are the following:

- ◆ Steps to Facility Use Scheduling
- ◆ Rules and Regulations
- ◆ Fee Schedule
- ◆ Facility Use Agreement
- ◆ User Agreement & Liability Release Form

STEPS TO FACILITY USE SCHEDULING

- ◆ Read and Accept the Facility Use Agreement
- ◆ Complete Online Application
- ◆ Submit a copy of 501(c)(3) - applies to organizations whose mission is compatible with the church's exempt purposes.

RULES AND REGULATIONS

1. **CHURCH PROPERTY** - Church property will not be loaned, borrowed, or removed from church premises without prior permission from B&G committee or the Pastor. Church property such as chairs, tables, tablecloths, etc. may be used when using the facility under the rules herein.
2. **FACILITY CARE** - The church area used by your group must be left clean and orderly with church furniture and property returned to its designated place. Failure to comply may result in forfeiture of the security deposit. The amount of the Security Deposit is determined on an **Individual Case Basis (ICB)**.
3. **KITCHEN RULES** - Kitchen use must be specifically requested and authorized prior to your event. It must also be left clean and orderly after use. Garbage and trash must be bagged and disposed of in the dumpster location. Church supplies are not to be used except by church sponsored activities.
4. **PIANO AND ORGAN USE** - Permission to use the piano, organ, hand bells, or other church owned instruments must be granted by the Director of Music or B&G committee. Piano and/or organ should not be moved except by permission from the Director of Music and may require the assistance of professional movers. If professional movers are required, the requesting group must pay for moving and returning to original location. If in the opinion of the Director of Music the instrument requires retuning, the using organization is responsible for such tuning.
5. **Church SOUND SYSTEM** - The Church sound system is available for use upon request. The system must be operated by trained congregation members or by individuals pre-approved by the Director of Music or Pastor and may result in an additional fee and/or a security deposit to be decided on an **Individual Case Basis – ICB**. No other equipment may be attached to the church sound system without prior approval.
6. **NO SMOKING AND NO ALCOHOL USE ALLOWED** - All members of all groups using our facilities shall abide at all times by a “no smoking” rule in all parts of the buildings and campus, including corridors, restrooms, and parking lots. Alcohol consumption is not allowed on the church property and building.
7. **BUILDING USE** - All groups agree that they will ensure that all event participants leave the building after the event.
8. **RESERVATION TIME** - The reserved room/space may not be used before or after the approved timeslot – even if there are no other reservations before or after your reserved time. Only reserved rooms may be used the day of reservation. Final clean-up for events must be completed by 9 pm. If a group cancels an event for any reason, it must give 24 hour notice of cancellation to the church office or incur a fee of up to 20% of the advance payment.
9. **SUPERVISION OF CHILDREN AND YOUTH** - The congregation seeks to provide a safe environment for children and youth. All users of the facility are expected to follow the guidelines of this policy including the following:

- ◆ No fewer than two adults must be present at all times during any program or event involving children.
- ◆ Adult supervision is required at all times both inside and outside of the church property including the parking lot.
- ◆ Children and/or siblings of group members must stay with the group or under the care of additional adult supervisors.

10. **FOOD AND DRINK** - Food and drink should be limited to designated areas. **No food or drink is allowed in the Sanctuary.** Anyone using the church property is responsible for cleaning 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.

11. **DECORATIONS** - Decorations may not be attached to the walls or doors with tape or anything that will damage the surface. Please seek approval from Director of Administration for adhering anything to the walls or ceiling. All decorations must be removed immediately and completely following the event.

12. **EMERGENCY SCHEDULING CONFLICTS** - The congregation reserves the right to pre-empt any facility use agreement in cases of emergencies, such as funerals. Notice will be provided as early as possible. Weather Scheduling: The church policy related to closings is when Springfield Public Schools are closed due to inclement weather, the church will be closed and all events for that day(s) will be cancelled. The scheduled organization may contact the office to reschedule their event or use of the building facilities.

13. **STORAGE** - Storage space is limited for organizations other than church groups. All organizations using the facility will be responsible for storing accessories offsite unless prior arrangements have been made through the church office.

14. **BREAKAGE** - All persons and/or groups using our facilities are expected to exercise reasonable care and judgment to prevent defacement, damage or breakage. The person(s) signing the application for use shall be responsible for paying costs incurred by the church in cleaning, repairing, or otherwise refurbishing any part of the building and/or its furnishings and equipment which, in the judgment of the Building and Grounds Committee, has been carelessly or irresponsibly subjected to more than normal wear and tear by the person(s) or group(s) involved. Payment will first be deducted from the security deposit (if any), with the remainder billed to the responsible party.

15. **SECURITY** - The congregation works to maintain a safe and secure environment within the facility; however, no systems are foolproof. We ask that all users pay close attention to personal property and valuables and not leave them unattended. The congregation is not responsible for theft or damage to personal property.

16. **SAFETY** – For the safety and security of congregation and guests, F&C prohibits certain items from being brought into the church building, unless specific permission is granted by B&G committee or the Pastor.

- ◆ Guns & Firearms
- ◆ Martial Arts & Self Defense Items
- ◆ Bows & Arrows
- ◆ Explosive & Flammable Materials, Disabling Chemicals & Other Dangerous Items
- ◆ Backpacks or other objects capable of concealing contents (unless inspected at the time of entry by a member of church Safety and Security team or a member of the church staff)

17. **ATTIRE AND FOOTWEAR** – F&C promotes a positive, healthy environment. It is expected that during sporting activities that participants dress appropriately. F&C reserves the right to determine the acceptability of all exercise attire. Staff decisions concerning appropriate clothing will be final. Failure to dress properly may result in forfeiture of facility use. Clothing with offensive language, designs, or pictures is not acceptable.

Appropriate attire is required at all times:

- a) Full-back, sleeveless shirts or full t-shirts covering the stomach.
- b) Shorts/pants must be worn for all activities. Shorts must be long enough to cover the buttocks and groin when the participant exercises or moves.
- c) Non-black, soft soled, closed toe athletic shoes must be worn in the MPR; preferably a pair of clean, dry shoes not used outdoors (dedicated shoes).
- d) Belts, metal zippers, studs, etc. are prohibited as they may cause damage and pose a risk to injury.
- e) Jewelry which may cause damage or pose a risk of injury should be removed.

I have read this Agreement and agree to the terms and conditions.

Print Name: _____

Signature: _____

Name of Organization (if applicable) _____

Date: _____

Office Phone Number: _____

Cell Phone Number: _____

First & Calvary Presbyterian Church
820 E. Cherry St.
Springfield, MO 65806
Office: (417) 862-5068
Fax: (417) 862-9948
E-mail: blessings@firststandcalvary.org

FEES FOR FACILITY USAGE

For pricing information, please contact the church office at 417-862-5068 or email blessings@firststandcalvary.org

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intentionally
left blank.**



Building Use Waiver and Release

I enter into this Building Use Waiver Release (Agreement) with First & Calvary Presbyterian Church for the privilege to use the facility located at 820 E. Cherry Street, Springfield, MO.

1. Waiver and release of all claims (including negligence)

In consideration for use of the facility, I waive and release First & Calvary Presbyterian Church, its agents, servants, employees, insurers, successors and assigns from all claims, demands, causes of action, damages or suits at law and equity of whatsoever kind, including but not limited to claims for personal injury, property damage, medical expenses, loss of services, on account of or in any way related to or growing out of my presence at the facility or use of the facility and/or equipment. **This waiver and release is intended to and does release First & Calvary Presbyterian Church from any and all liability for damages or injuries on account of or in any way related to or growing out of my negligence, the negligence of third parties and First & Calvary Presbyterian Church's negligence, including but not limited to negligence in the construction, maintenance and upkeep of the facility and its equipment, negligence in training or negligence in supervision. This is not intended to release First & Calvary Presbyterian Church from any liability resulting from their intentional conduct.**

I further covenant and agree not to institute any claims or legal action against First & Calvary Presbyterian Church for any claim released by this Agreement. I further agree that should any claim be made against First & Calvary Presbyterian Church in contravention of this Agreement, including but not limited to derivative claims, I will protect, defend and completely indemnify (reimburse) First & Calvary Presbyterian Church for any such claim and expenses including attorney's fees and costs incurred by First & Calvary Presbyterian Church in defending themselves or security indemnity hereunder.

I recognize the facility is not supervised, and I use the facility (including premises and equipment) entirely at my own risk.

2. I understand that First & Calvary Presbyterian Church is not responsible for any lost or stolen valuables or property from within the facility.

3. While at the facility, I agree to conduct myself in a responsible manner and will refrain from engaging in inappropriate conduct, including the use of loud, foul, slanderous language or any intimidating or offensive conduct that would interfere with the peaceful use and enjoyment of the facility by other users.

4. I acknowledge that I have received and read a copy of the current rules and regulations governing the use of the facility. I agree that I will fully comply with all rules and regulations and with any amendments.

I have read the Agreement and understand that by signing the Agreement I have consented to be bound by its terms, including the waiver/release of any legal right I may have to sue First & Calvary Presbyterian Church for any costs they incur because a claim or legal action is brought in violation of this Agreement. I agree any violation of the Agreement and its terms and conditions, as determined by First & Calvary Presbyterian Church, will void and terminate this Agreement and may result in loss of the ability to use the facility.

Name of Organization (if applicable) _____

Name (please print) _____

Signature _____