

FAIRVIEW PRESBYTERIAN CHURCH HALL RENTAL AND FACILITY USE CONTRACT

4264 AVONIA ROAD, FAIRVIEW PA 16415
(814) 474-3914

Email: fairpresby@verizon.net
Website: fairviewpresbyterianchurch.com

Lobby Meeting Room Fellowship Hall Kitchen

Estimated number of people to be in attendance: ____

THIS CONTRACT, made and entered into this ____ day of _____, 20____, by and between the Fairview Presbyterian Church (hereinafter referred to as Lessor), and _____ (hereinafter referred to as Renter). Intending to be legally bound hereby, the Lessor, and Renter agree as follows:

1. RENTAL OF CHURCH FACILITIES Lessor agrees to rent a portion, as denoted by the check on lines above, of the building located at 4264 Avonia Road, Fairview, Pennsylvania, to Renter for the purpose of _____ and no other purpose, commencing at ____am/pm on the ____day of _____ 20____ (hereinafter referred to as "rental date"). This time neither includes the setup and decorating time before the event nor the break down and cleanup time after the event, which shall be agreed upon by the parties.

2. RENTAL FEE(S)

(a) Fairview Presbyterian Church agrees to furnish the following space(s) only for the rental fee of _____ for four hours. If over four hours, Renter will pay amount equal to ¼ of rental fee per hour. (See fee chart at end of contract)

(b) Upon the execution of this agreement, in order for Lessor to reserve the rental date, Renter shall:

- i. Pay a non-refundable deposit of 50% of the rental fee.
- ii. Pay a security deposit in the amount of \$150.00 to be refunded as provided in Section 5 herein below.
- iii. Submit a signed contract along with all fees due no more than one week after the date of the event is confirmed.

(c) Cleaning fee of \$50.00 (up to 50 people) is payable 1 month before the event.

(d) The balance of the rental fee of _____ shall be payable by Renter 1 month before the Rental Date. The rented portions of the facility shall not be made available to Renter until the rental fees, cleaning fee deposit, and security deposit, are paid in full, and the certificate of insurance is submitted.

3. USE OF THE RENTAL FACILITIES. Renter shall take all means necessary to make sure the Renter's agent, employees, patrons, or guests use only the facilities for which rent is paid and prevent their use or entrance into other areas of the building not specifically listed within this agreement. Use of these facilities will cause additional charges to be added to the rental cost under this agreement and will be deducted from the security deposit.

Renter shall take all means necessary to respect the solemnity of the church area next to the Hall and not allow any act, music performance or their event that would interfere with any church service or would be inappropriate for a Christian facility. All equipment must be removed immediately after the event.

The Renter may not sub-let the rooms they have rented to any other person or entity.

Renter must be at least 21 years of age and be present for the entire event.

All children and youth will be supervised at all times by an adult representative of the Renter. No pets are allowed in any church area except as required by law.

All areas used by the Renter must be cleaned up immediately after use and left in a rentable condition. Cleaning includes wiping off tables and returning furniture, chairs, and tables to their original position; emptying waste baskets; and broom sweeping, mopping and/or vacuuming as necessary. If the cleanup is inadequate, the Renter will be charged the Cleaning Service rate of \$50.00 per hour and the charge will be deducted from the cleaning deposit and Renter is liable for any and all such charges that exceed the amount of the cleaning deposit. Cleaning deposit is fully refundable if cleanup by Renter is sufficient. All Erie County Health Department rules must be followed when serving food to the public.

All portions of the building are smoke free. Smoking is only permitted outside in designated areas. Renter will take all means necessary to enforce the Lessor's no smoking policy and shall ensure that the building remains a smoke-free facility throughout the term of the Renter's occupancy under the terms of this agreement. Any damages caused by smoking in the building will be deducted from the security deposit as specified herein below in Section 5 or paid by the credit card on file.

Lessor prohibits harassment, lewd or indecent conduct, or any other inappropriate conduct or behavior within Lessor's premises. Any inappropriate behavior will be ground for ejection of Renter and/or any other person or persons. In the event Renter is ejected from Lessor's premises, Renter will forfeit all deposits.

4. OUTSIDE CONTRACTORS: If Renter elects to use a caterer, performer, or other outside contractor, ("Outside Contractor") the Outside Contractor must provide a Certificate of Insurance to Lessor prior to the rental date. It is understood and agreed the Renter shall be fully responsible for the conduct of the Outside Contractor chosen by the Renter. The Renter shall be specifically responsible to insure that the Outside Contractor restores the kitchen and other facilities to their condition prior to the event. Renter will also be responsible for any missing or damaged equipment or other items. It is further understood the Lessor shall not be responsible or liable for any personal injury, death, or property damage, or any other liability to any person caused by Outside Contractor, its employees, or agents.

5. DAMAGE TO FACILITY: Renter shall not injure, damage, mar, nor in any manner deface the facility, or any of its equipment or contents, nor shall Renter place any tape, nails, hooks, or screws in any part of the facility, nor make any alterations of any kind thereon. This building is used as our sacred space. The Renter may not take down or move any item such as flags, banners, or art objects without the permission of Lessor. If anything is moved, it must be put back in their original places and order.

If the building, its equipment or contents, or any portion thereof during the term of the Rental Agreement shall be damaged, Renter shall pay to Lessor upon demand such sum as is necessary to restore or replace facility, and any equipment or contents, to its prior condition.

6. SECURITY DEPOSIT: The security deposit payable by Renter under the terms of 2(b) (ii) herein shall be refundable to Renter within thirty (30) days following Renter's use of the building provided that Renter had fulfilled all the promises and covenant contained in the Agreement. Any damages, including excessive cleaning expenses incurred by the Lessor, as determined solely by the Lessor, resulting from Renter's occupation of the facility shall be deducted from the security deposit before the balance is refunded to Renter. Should the cost of necessary repair for damages, cleaning, and the use of additional spaces during the rental term exceed the Security Deposit listed under Section 2 (b) (ii) above, Renter shall pay the difference to Lessor immediately upon demand. The Renter shall provide a credit card number to insure any damage cost beyond the Security Deposit are paid.

7. ALCOHOL: Alcohol may be used at events on the church property, but only under the following conditions:

a. A hired bartender is presiding over the making and distribution of alcoholic beverages.

b. The renter must provide a Certificate of Insurance and hold Fairview Presbyterian Church harmless and indemnify it against all claims arising out of serving and consumption of alcohol.

c. One of the church's contact persons is present during the event. This member will have authority to shut down the bar if it is not being appropriately administered by the bartender.

d. Session has approved the event.

e. The bartender shall refuse to serve alcoholic beverages to any and all employees, patrons, or guest(s) that he/she knows, suspects, or should reasonably know is intoxicated.

f. No alcohol will be served to anyone less than 21 years of age. Proof of age required on demand by bartender or church contact.

8. INSURANCE: Renter must provide a Certificate of Insurance indicating insurance limits as follows:

Property Damage: \$300,000 minimum per occurrence; \$300,000 aggregate

Bodily Injury: \$250,000 per person; \$500,000 aggregate

Workers' Compensation: As required by Pennsylvania Law

Businesses must have \$1,000,000 combined property damage and bodily injury coverage.

Also, Fairview Presbyterian Church is to be named as an additional or co-insured with above limits.

You must provide the church office with a Certificate of Insurance prior to the event. Doors will not be open if the office does not receive the certification.

9. DESTRUCTION OF PREMISES: In case the building, or any part thereof, shall be destroyed or damaged by fire, or by any other cause, including acts of God, or if any other casualty or unforeseen occurrence shall render the fulfillment of this Agreement by the Lessor impossible, the Lessor shall not in any case be held liable or responsible to Renter for any incidental or consequential damages or lost profits caused thereby. All rental fees paid and Security deposit collected will be refunded within 30 days from the date the event is cancelled.

10. NO RESONSIBILITY FOR PROPERTY: Lessor assumes no responsibility whatsoever for any property, supplies or equipment placed in or on the faculty by Renter, and Lessor is hereby expressly released and discharged from any and all liability for any loss, injury, or damage to persons, property, equipment, or supplies that may be sustained during or by reason of the occupancy of the facility. Renter shall defend, indemnify, and hold Lessor harmless from and against any claim, loss, expense or damage to any person or property in or upon the facility or any area allocated to or used by Renter or its agents, employees, or invitees, arising out of Renter's use or occupancy of such facility, or any act or neglect of Renter or its servants, employees or agents, or any change or alteration made by Renter to the facility. The indemnification described herein shall pertain to the building and all common areas located around the building on the parish grounds, including, but not limited to, parking lots, driveway, worship areas, kitchen, hall areas, and restrooms.

11. THE CHURCH EVENT PERSON(S): The Lessor will provide an Event Person for the sole purpose of monitoring event activity and advising the Renter. The Lessor or the Contact Person does not provide security for the Renter, guests, or their property. The Renter and their guests shall use and occupy the facilities at their own risk. The Event Person shall have specific authority to halt and event, or stop the serving of alcohol if the actions of guests or bartender get out of control.

12. POST FUNCTION INSPECTION: After the rental period, the Lessor will conduct a post-use inspection of the facilities and prepare a report that will note any breaches of contract and relate deductions form the Security Deposit, if any. The Lessor will mail the Security Deposit, less deductions, to the Renter within 30 days of the rental.

13. CANCELTATION: Should Renter terminate this Agreement prior to 60 days before the Rental date, Lessor shall refund the Security Deposit set forth in Paragraph 2 herein above. No other funds held by Lessor shall be refundable to Renter.

14. DEFAULT: Renter hereby agrees to pay all costs of collection incurred by Lessor, including reasonable attorney's fees and court costs, if Renter defaults under any of the terms of this agreement.

EVENT PERSON IS NOT CONSIDERED SECURITY AND CANNOT BE USED AS SUCH. NO SECURITY IS PROVIDED BY FAIRVIEW PRESBYTERIAN CHURCH

We have read and agree to abide by the terms and conditions of this agreement including any supplementary agreement(s) attached hereto: to keep and maintain the church property and good name in the condition as found, to maintain the security of the premises and all equipment, furniture, fixtures, and valuables, allowing no unauthorized person(s) to enter or use church property, and to remove and property brought into the church when the rental period is over, unless otherwise arranged.

Any infraction of this agreement may result in loss of Security Deposit, denial of further use of the church premises, and/or cancellation of this agreement.

Renter Signature _____

Printed Name _____

Business Name _____

Address _____

City/State _____ Zip _____

Credit Card# (will not be used unless necessary) _____

Renter Phone Number _____

Alternate Phone Number _____

Fairview Presbyterian Church (Lessor)

Church Contact Person _____

Printed Name _____

Please make fees payable to Fairview Presbyterian Church – All fees/ balances are due 1 MONTH prior to event:

Special Needs: _____

(*Note -The church reserves the right to charge additional fees for special needs as agreed upon by Lessor and Renter in the above paragraph.)

Dishes are available to rent:

- Place settings – dinner plate, salad bowl, desert plate, coffee mug, water glass, and silverware \$3.00 per setting or .50 per item.
- Renter or caterer will be responsible for the bussing and cleaning, and putting away of items.

RENTAL FEES

Lobby	\$175.00 for four hours
Meeting Room.....	\$175.00 for four hours
Fellowship Hall and Kitchen...	\$525.00 for four hours (over 100 people)
	\$325.00 for four hours (50-99 people)
	\$200.00 for four hours (1-49 people)

Kitchen only (see Kitchen rental contract)

FOR CHURCH OFFICE ONLY

	Amount Received	Check #	Date Paid	Amount Due
Security Deposit				
Cleaning Deposit				
Rental Fee				
Dish Rental				

Event Date	
Type of Event	
Setup Time for Event	
Catering Company	
Catering Contact Info	
Caterer Arrival Time	
Beginning Time of Event	
Ending Time of Event	

Certificate of Insurance Received: _____

Church Event Person: _____

Date of Post-Function Inspection: _____ Initialed: _____

Date Security Deposit Returned: _____ Initialed: _____