

Garner United Methodist Church
Facilities Usage Application and Agreement

Effective 7/1/2005

Today's Date _____ Event Day(s) and Date(s) _____

Contact Name _____ Phone (____) _____

Organization Name _____

Staff Contact: _____

Event Information:

Description: _____

Start Time _____ A.M. P.M. End Time _____ A.M. P.M. _____ All Day

In Time _____ A.M. P.M. Out Time _____ A.M. P.M.

Facilities, Equipment, or Services Requested:

Fee(s):

Total: _____

Advance Deposit: _____ Received: Check # _____ Date: _____

Balance Due: _____ Due Date: _____

Security Deposit: _____ Received: Check # _____ Date: _____

Certificate of Liability Insurance Received? Yes; Limits: _____ No; Due by _____

Additional Notes: (Special clean-up instructions, additional equipment, security, exceptions, etc.)

I (we), the person or organization named above, do hereby request to use the above facilities, equipment, or services of Garner United Methodist Church for the event described on the date(s) shown.

I (we) have read and agree with all of the Terms and Conditions in page 2 of this Facilities Usage Application and Agreement.

I (we) understand and agree that this agreement shall not be in effect or binding upon Garner until it is approved below by the Board of Trustees, or its designee.

I (we) further understand and agree that any violation of this agreement may result in cancellation of this agreement and forfeiture of all or part of the deposit as described herein.

Date: _____ Organization: _____

Rep(s):: _____

Office Use Only:

Received Date: _____ Approved By: _____

Terms and Conditions (7/1/2005)

1. Any use of church facilities must be in keeping with *The Discipline of the United Methodist Church* as well as the policies, rules, and procedures of Garner United Methodist Church (Garner).
2. Garner reserves the right to deny use of church facilities to any person, group, or organization.
3. The applicant, lessee, user, or renter agrees to indemnify and hold harmless Garner United Methodist Church from any claims for damages, or expenses in defending any such claim for damages, of any nature, resulting from the use of church facilities by said applicant, lessee, user, or renter, its agents, representatives, invitees, or other persons.
4. The applicant, lessee, user, or renter agrees to repair or replace any church property damaged by casualty or negligence resulting from the use, misuse, or unauthorized use, of church facilities by said applicant, lessee, user, or renter, its agents, representatives, invitees, or other persons.
5. At least 10 days prior to their event or activity, if the applicant is an organization then the applicant, lessee, user, or renter agrees to provide Garner United Methodist Church with a current Certificate of Insurance evidencing a current comprehensive general liability, including fire legal liability coverage, insuring the applicant, lessee, user, or renter with limits of at least \$300,000, provided further, that Garner United Methodist Church must be included as an additional insured under the terms of any commercial general liability insurance policy.
6. Unless otherwise agreed in writing, it shall be the responsibility of the applicant, lessee, user, or renter to return church facilities to the same condition as provided. This includes, but is not limited to: replacement of chairs and tables to their original position, general clean-up, turning off lights or other electronic devices, cleaning the kitchen (if used) etc.
7. Except with the prior approval of the Board of Trustees, or its designee(s), the following are not permitted:
 - a. Use, consumption, sale, or distribution of alcoholic beverages, tobacco products, or illegal drugs.
 - b. Gambling, including, but not limited to: games of chance, Bingo, lotteries, 50/50 drawings, and similar activities.
 - c. Fireworks, pyrotechnics, explosives, flammables, or other fire, with the exception of approved candles.
 - d. Use, movement, operation, adjustment, or contact with audio or video equipment not included in this agreement.
 - e. Events scheduled during, or within one hour, of any Garner worship service.
 - f. Any activity prohibited by law.
 - g. Use, consumption, or bringing of food or drink into the sanctuary, other than sacramental elements.
 - h. Any other activity designated by the Board of Trustees, its officers, its designee(s), or pastors of Garner, upon written notice to applicant, lessee, user, or renter to cease and desist such activity.
8. The Board of Trustees, its officers, its designee(s), or pastors may order an immediate cessation, without written notice, of any activity or use of church facilities that are deemed to be:
 - a. An imminent danger to persons or property.
 - b. In violation of any law.
 - c. In violation of *The Discipline of the United Methodist Church* or the policies or procedures of Garner.
 - d. In violation of the Facilities Usage Application and Agreement.
 - e. In conflict with any representations made by the applicant, lessee, user, or renter.
9. This Facilities Usage Application and Agreement may be cancelled:
 - a. Immediately by Garner for any violation of this agreement, the Facilities Usage Policy, the Fee Schedule, *The Discipline of the United Methodist Church*, or any policies or procedures of Garner United Methodist Church.
 - b. Immediately by Garner for any activity or use under paragraphs 7 or 8 above.
 - c. By Garner upon advance written notice to the applicant, lessee, user, or renter at least 60 days prior to the event or activity.
 - d. By the applicant, lessee, user, or renter at any time upon advance written notice to Garner, provided, however, that a non-refundable deposit shall be charged as described below.
10. Deposits, Payments, and Refunds:
 - a. Unless otherwise agreed in writing, an advance deposit of one-half of the total Facilities Usage Fee shall be due and submitted with this agreement and credited to the applicant's account. Reservations will be held for 7 days following verbal contact with Garner United Methodist Church Office Manager.
 - b. A separate damage or kitchen cleaning deposit may be collected and held until after the event or activity. This deposit may be forfeited if any damage to facilities is found. If no damage is found, the damage deposit will be returned.
 - c. Full payment of the Facilities Usage Fee is required not less than 30 days prior to the event or activity. If event is scheduled less than 30 days in advance, full payment is due upon application.
 - d. If this agreement is cancelled by Garner under paragraph 9a or 9b, the applicant, lessee, user, or renter shall not be entitled to a refund of any monies paid.
 - e. If this agreement is cancelled by Garner under paragraph 9c, applicant, lessee, user, or renter shall be entitled to a full refund of any monies paid, payable as soon as practical.
 - f. If this agreement is cancelled by the applicant, lessee, user, or renter under paragraph 9d above, the applicant, lessee, user, or renter shall be responsible for payment of a non-refundable deposit. The non-refundable deposit shall be the greater of \$25 or: if cancelled 120 days or more prior to event or activity, 25% of advance deposit; 90 days or more prior but less than 120 days, 50% of advance deposit; more than 60 days but less than 90 days, 75% of advance deposit; less than 60 days prior, 100% of advance deposit.
11. Garner shall not be liable for non-performance under this agreement when such non-performance is due to casualty, accidents, acts of God, government regulations or restrictions, national emergencies, and other causes which are beyond the reasonable control of Garner and which prevent or interfere with Garner's ability to perform under this agreement. Garner shall not be liable for any damages which may result from such non-performance, provided, however, that the applicant, lessee, user, or renter shall be entitled to a full refund of any monies paid, payable as soon as practical.
12. Garner shall not be liable for damage or loss to any property of the applicant, lessee, user, or renter, its agents, representatives, invitees, or other persons.