



## *Facility Ongoing Rentals Agreement (Contract)*

### **Robinson Presbyterian Church (RPC)**

9424 Harrisburg Road

Charlotte, NC 28215

(704) 537-5506

*Rental of Robinson Presbyterian Church buildings / facilities may be requested by all individuals and groups that are compatible with denomination principles. We are committed to the use of our facilities as part of our total mission outreach to our congregation, our community and our world.*

We are delighted that you are considering us for your ongoing event. Please take careful note of the contract provisions. You are responsible for communicating all information/requirements to your party, family members, and service providers including florists, caterers, musicians and photographers. Be aware that the payment of fees for services rendered by any third parties associated with your activities should be made directly to those individuals and are not a component of this contract.

We encourage you to carefully read through all the following guidelines. Again we thank you for choosing Robinson Presbyterian Church. We pray your experience here will prove to be a wonderful time of celebration and joy. If you do not have a church home, please consider joining us in worship and Christian community.

**This agreement is a legal contract. Please read and understand all provisions prior to signing.**

***Our goal is for you to have an enjoyable, safe and memorable event. This agreement will help ensure that you and others will have facilities in the future for your events.***

## *Section 1: Facility Fees for Ongoing Rentals*

### Rates:

- \$25 per hour in 2010 (subject to change in future years as facility costs are monitored).
- All fees to be paid by 7th calendar day of contracted month (for that month). Payments must be made via check or money order (no cash)
- Security deposit is needed prior to first rental.
  - \$200 for the sanctuary, gymnasium, fellowship hall
  - \$50 for each room in buildings (other than the above)
- Late fee = \$25 per week or partial week
- Usage of kitchen facilities is not included in the hourly rate listed above. Any kitchen usage will require a separate agreement using the rates itemized in the one-time facility usage contract. Additionally, kitchen paper products, food, and any kitchen amenities are not part of ongoing rental provisions.

## *Section 2: Facility Rental/Usage Agreement*

### *1. Policy Statement for Facility Rental/Usage*

- a. The purpose of the Facility Use Agreement is to ensure that facilities of the Robinson Presbyterian Church ("RPC") are utilized for meetings and activities which are recreational, social, educational, or civic in nature, offering services of interest and need to the community. Interpretation of any facility policy shall be made by the RPC Facilities Manager or a designated representative.
- b. RPC facilities contracts are available to all individuals and groups that are compatible with denomination principles. RPC reserves the right to decline rental requests.
- c. RPC reserves the right to waive any and all fees for members of Robinson Presbyterian Church.
- d. Outside groups and individuals are expected to pay the appropriate fees for use of RPC facilities as outlined above. This includes individuals and for-profit groups such as neighborhood associations, sports, dance, private schools, etc.
- e. The calendar is maintained by the Property Team and the RPC Session. Please check the calendar in person (or call the church office or your church contact person) BEFORE publicizing any event, because rentals, weddings/memorial services, and other church events may also be scheduled. RPC is not responsible for any costs incurred by you due to advance scheduling of your event prior to a signed contract.
- f. RPC is happy to reserve space for your event. A deposit may be required to reserve the facility for your event. This payment will not be reimbursed unless cancellation of your rental takes place as outlined in the cancellation section of this agreement, or after the event has concluded and a room inspection is complete.
- g. We require your signature on the form. Your signature as an individual or a representative of the group using the building constitutes an agreement to release RPC of all liability during or resulting from your scheduled event.
- h. Please seek advice from the RPC representative before decorating. If you require access to a building or room prior to your event to decorate, RPC will consider this rental time and the fee will be adjusted accordingly. Additionally, decoration time must be reserved on the integrated church calendar to ensure the facility is reserved for you. Decoration time is considered reserved time and is subject to facility fees.
- i. RPC is not liable for personal stolen property or personal injuries sustained during rental hours or as a result of activities planned and/or conducted by you to prepare for your event.
- j. Failure to abide by the policies defined in this agreement will result in the forfeiture of the security deposit and in some cases, as defined below, will result in the termination of the event. If an event is terminated early by an RPC representative due to non-compliance with this agreement, no event fees (including the security deposit) will be refunded.

- k. Agreements and contracts shall not be transferred, assigned, sold, or sub-let.

## 2. *Reservations*

- a. It shall be the responsibility of the organization or individual making the reservation to see that unauthorized portions of the facility not be utilized, that the facility is vacated as scheduled and that all trash and other debris is deposited in trash containers or otherwise removed.
- b. Reservations shall not imply or constitute proprietary rights or benefits to any applicant.
- c. Permission to use a RPC facility is granted subject to the observance of these regulations by the applicant and anyone using the facility in connection with the applicant. Permits may be revoked for violation of these regulations either during the use of a facility or prior to the use of a facility.
- d. Repeat reservations will be contingent upon care of property, equipment and observance of approved rules and policies.
- e. At times, particularly during holiday periods, RPC will need to ask the ongoing users of the facility to either move their usage to another room or not have their event for a particular week.

## 3. *Fees, Deposits and Refunds (refer to schedule for applicable fees and deposit)*

- a. Payments must be made via check or money order. Cash transactions are not appropriate. If a check is returned for insufficient funds, an additional charge of \$35 will be assessed.
- b. If a deposit is required it shall be paid at the time that the reservation is made. This is considered a booking fee (or "deposit").
- c. The remaining rental fees are due on or before the 7th day of the contracted month scheduled for facility use.
- d. If the "Balance Due" is NOT paid by 5:00pm ET on the due date, the late fee of \$25 will be assessed. If payment is not made by the 21<sup>st</sup> day of the month the event will be considered canceled and all past due fees and a deposit will be required to reschedule the event.
- e. A full refund of the security deposit may be given when the group complies with Facility subsection below and the appearance and function of the facility is substantially similar after the event, to the condition of the facility before the event, at the Director's sole discretion.
- f. When actual use of a RPC facility exceeds the reserved rental period, the applicant shall be charged additional rental time as defined in the facilities fee matrix. These fees will be deducted from the security deposit, and/or billed to the applicant if the security deposit has been exhausted.
- g. Contract changes must be requested, by contacting the RPC office where the application was filed, at least 14 days prior to the event date. Contract changes may warrant additional fees according to the fee schedule.

## 4. *Cancellations*

- a. Cancellations must be submitted by the applicant in writing. Date of cancellation receipt is dependent upon when the notification arrives in the church office, not when it is sent by the applicant. The applicant should call the church office to confirm receipt of any cancellation.

## 5. *The Facility*

- a. **ROOMS / BUILDINGS** -- Our facilities are available for rental by external organizations who agree to comply with the provisions of this agreement. This includes compliance with the following maximum capacity restrictions by room:
  - i. Sanctuary – 200 people (plus ~20 people in choir loft/organist area)
  - ii. Fellowship Hall – 150 people
  - iii. Gymnasium – 150 people
  - iv. Library – 15 people
  - v. Historical Room – 15 people
  - vi. Classrooms – 10-20 people, depending on size of room
  - vii. Pavilion – 150 people

- viii. Amphitheater – 100 people (seating capacity)
- b. **FACILITIES** -- Facilities, fixtures, furniture, landscaping and equipment, etc. shall be left in the same condition as they were in prior to the activity. Please ensure that all attendees to your event respect our facilities, equipment, buildings, landscaping, cemetery, etc. The cemetery should not be treated as part of the contracted event (exception = funerals). If you bring an item into the facility, you are required to take it out.
  - c. **RULE OF LAW** -- Users of the facilities shall observe, obey and comply with all applicable City, County, State and Federal laws, rules and regulations. This includes compliance with the sign ordinance (signs may not be posted on the grounds due to limitations of county rules). RPC facilities shall not be used for the purpose of advancing any doctrine or theory which is considered to be subversive under the Constitution of the United States of America. Violation of any portion of a facility use contract may result in loss of the security deposit.
  - d. **DECORATIONS** -- Decorations may not be affixed (nailed, taped, etc.) to the walls, doors, windows, window coverings, chairs, pews, carpet, brick, wood, painted surfaces or hung from the ceiling. Advance written agreement from the RPC Property representative is required for any decorations or signs outside of the buildings.
  - e. **PROHIBITED ITEMS** -- No fireworks, sparklers, or similar items are permitted. Fog machines or open flames, including candles, are not permitted at any RPC facility. Outdoor barbecues are only permitted when pre-authorized by the RPC through the facility use application process
  - f. **FIRE ALARM** -- If the facility fire alarm causes the Fire Authority to be summoned, and it is determined that the applicant and/or his/her guests were the cause, the full cost associated with the Fire Authority's services will be deducted from the security deposit. If this cost exceeds the amount of the security deposit, the applicant will be billed for the remaining cost of these services.
  - g. **GUM** -- No gum is allowed in the gym. If gum is found on the floor after an event an additional fee of \$25 will be assessed per occurrence. Two occurrences in a six month period will result in termination of this agreement.
  - h. **PARKING** -- Free parking is available on the premises and is included as part of your rental fee.
  - i. **OPENING / CLOSING THE BUILDINGS** -- Your access code or key will open the doors you require to access the room you are renting, or a church representative will unlock and lock the doors. The gymnasium has an access key pad – you will be given a code that should not be shared with other individuals or organizations (forfeiture of the security deposit will result along with potential to lose ongoing rental privileges).
  - j. **LIGHTS** -- Please turn on enough lights to welcome people in and through the building. The lights in the sanctuary can be turned on in the passageway on the left of the sanctuary. In the event of a power failure, the exit signs will remain illuminated. **Please remember to turn off all the lights when you leave, including the restroom lights.**
  - k. **HEAT AND AIR-CONDITIONING** -- There are thermostats available to renter - they will be highlighted during the initial walkthrough. Please reset all thermostats to 65 degrees in the winter and 78 degrees in the summer before leaving. Report problems to your church contact person.
  - l. **WINDOWS** -- Remember to close any windows that you have opened.
  - m. **CLOSING THE BUILDING** -- Please think about the security of the building as you turn out lights and lock up. Even if you did not open a door, please check that ALL doors are securely locked when you leave after your event. People from your event may have exited out a door that you did not previously unlock.
  - n. **SOUND SYSTEM** -- The sanctuary sound system is set for our weekly Worship Services and other regular activities. Please request "Audio System Use with Operator" in the one-time rental agreement if you need the sound system for your events.
  - o. **KEYS** -- Keys may be obtained from your church contact person. If you need to open the building for groups, programs, repair, etc., please request a key. Rentals of the gymnasium do not require a key or a key deposit. **Non-members who require keys will make a security deposit which includes a key deposit.**
  - p. ***Ongoing events must be flexible and prepared to adjust the scheduled time or location to accommodate church related activities. If a worship or religious activity causes your event to be cancelled for a week, a credit will be given for a future month.***

## *6. Event Supervision*

- a. RPC employees/members (known as stewards) may be assigned to permitted activities and shall have complete authority over the facility, all equipment, participants and activities, including the authority to request changes in activities or cessation of activities. Applicants, as permit holders, may consult with the RPC's representative(s) on duty during their use, in regards to their needs, if any.
- b. The applicant must be present during the entire rental period and must be available to review both a pre-activity and a post-activity checklist with a RPC representative at our request.
- c. RPC stewards have the authority to curtail an event if violations of this policy are present and are not corrected after one warning is given. In this case, all fees and deposits will be forfeited.

## *7. Supervision of Minors*

- a. Groups composed of minors (defined for purposes of this agreement as individuals less than 21 years of age) shall be supervised by at least one adults who are 21 years of age or older per 15 minors at all times. Application for facility use must be made by an adult 21 years of age or older who will be present throughout the event and responsible for the activity.
- b. Minors must remain in the rented facility room and shall not be allowed to roam unsupervised throughout the facility and/or grounds.

## *8. Insurance, Liability, Loss & Damage*

- a. RPC shall not be liable for any injury to persons or loss or damage of group or individual property which occurs during the use of a RPC facility or when travelling to/from the RPC as part of the event or event preparation.
- b. Applicants who rent the facility are financially responsible for any damages to property or loss of property, including RPC property. A fee equal to the total replacement cost for damaged items belonging to the RPC will be charged to the applicant, in addition to a charge for staff time incurred, and will be deducted from the security deposit. If such charges exceed the security deposit, the applicant will be billed. In addition, the RPC shall have the right to cancel any additional existing reservations by the applicant and to reject any further applications from the applicant until all charges have been paid. If the applicant does not cover total cost for damages, RPC reserves the right to pursue legal action and the applicant will also be responsible for fully reimbursing all legal fees and court costs associated with recovery of the associated damages.

## *9. Available Equipment & Set Up*

- a. Rental of facilities includes available tables and chairs in that room. Tables, chairs and other fixtures may not be moved to/from other non-contracted rooms.
- b. Applicant is responsible for setup of the facility for their event.
- c. Applicant is responsible for returning facility to its original condition. Failure to do so will result in forfeiture of the security deposit and/or potential loss of privilege for future rentals.
- d. RPC representatives are not permitted to move any equipment/furnishings supplied by the applicant.
- e. Due to limited space, storage for outside rentals will not be permitted more than 24 hours prior to your event.
- f. Applicant may not bring in any equipment that cannot be easily carried or rolled into the facility. Equipment cannot be dragged across the floor.
- g. If usage of non-paper products such as plates, glasses, cups, etc. the applicant must reserve the facility using the 'With Kitchen' rate. All used items must be washed, dried and returned to their proper storage place by the applicant. Failure to do so will result in forfeiture of entire security deposit.
- h. Rental of facilities does not include usage of paper products such as plates, utensils, cups, etc.

## *10. Vehicle Parking*

- a. Free parking in designated spaces is provided as part of the rental agreement.
- b. Vehicle parking is allowed in marked or authorized parking areas only.
- c. When the kitchen area has been rented, vehicles may be parked for the unloading and loading of kitchen supplies in the area next to the kitchen. After unloading, the vehicle must be moved to an authorized parking area.
- d. Vehicles may not drive onto or park on any non-paved areas.

## *11. Prohibited Activities and Materials (except for private living residences)*

- a. No alcohol is permitted in any RPC facility or on any property owned by RPC for activities contracted using this agreement.
- b. The use of alcoholic beverages is not allowed on RPC property as part of contracted usage under this agreement. "Alcohol use" means the presence of any beverage that contains any amount of alcohol.
- c. RPC facilities, including all covered structures, are tobacco-free and non-smoking facilities (exception, private residences).
- d. Smoking is prohibited within 20 feet from any door or entrance to a RPC facility.
- e. No gambling is allowed on RPC property.
- f. For-profit activities are not allowed on RPC property.
- g. Failure to observe these prohibitions will result in immediate revocation of the usage of the facility and all deposits will be forfeited.
- h. No activity of any kind will be allowed in the cemetery area or in the fenced playground area.
- i. Fees for attendance are not allowed.
- j. For-profit public dances and/or flyer parties (i.e. raves) are prohibited.
- k. Political campaigns must follow applicable regulations.
- l. Signs may not be posted by your group without advance permission of the facilities team.

## *12. Facility Clean Up Procedures*

- a. Stains from food and beverages that require professional cleaning, which will result in additional expense to the RPC, will be charged directly to the applicant.
- b. All decorations and catering equipment must be removed and taken away and all trash must be placed in the trash cans.
- c. Any food, beverages or any other items left in the facility will be disposed of.
- d. Please bring cleaning supplies, sponges or towels to wipe down all surfaces.

## *13. Miscellaneous*

- a. RPC staff is not allowed to accept or sign for any deliveries. If a delivery is made, the RPC and staff are not responsible for delivered items. Items cannot be left in the facility at the conclusion of the event and must be removed prior to vacating the facility.
- b. Caterers and/or other subcontractors hired by the applicant to work during facility rentals are required to follow all provisions of this agreement. Applicant is responsible for conduct of caterers and other subcontractors.
- c. Applicant must limit the number of guests to the amount specified on the contract under estimated attendance. The number of guests includes band members, caterer and guests. Attendance numbers larger than that stated on the contract may result in the event being terminated early, as directed by RPC staff. Prior to terminating an event for this reason, RPC staff will bring this issue to the attention of the applicant to provide applicant with the opportunity to remedy the situation in a timely manner.
- d. No animals (except for companion or guide dogs) will be allowed inside RPC facilities or on the grounds.
- e. All activities must comply with existing noise ordinances.
- f. In the case of a natural disaster or other force majeure occurrence prior to the contracted event date, all deposits will be refunded.

*Section 3: Applicant Required Information*

<b>Full Name</b>	
<b>Address</b>	
<b>E-mail</b>	
<b>Phone</b>	(H) _____ (W) _____ (C) _____
<b>Credit Card</b>	Type Card _____ Card # _____ Expiration _____ Security Code # _____ Name on Card _____
<b>Driver's License</b>	State _____ Number _____
<b>Organization</b>	
<b>Type of Event (please describe)</b>	
<b>Dates</b>	Start Date of Rental: _____ End Date of Rental: _____ (can be listed as TBD)
<b>Frequency</b>	_____ Monthly → When _____ _____ Weekly → Which day(s) and times _____ _____ Daily → M-F or 7 days a week _____ _____ Other → Describe _____  <i>Please see notes in Section 2, particularly item #2 with respect to RPC facility usage.</i>
<b>Total Hours Contracted</b>	
<b>Contracted Fees per Month</b>	\$ _____ Amount due to RPC each month (fee to be paid by 7 <sup>th</sup> calendar day of contracted month)
<b>Security Deposit</b>	\$ _____ Amount due (one-time payment per room rented)
<b>Room(s) or Area(s) Included in Rental</b>	_____ Sanctuary – 200 people (plus ~20 people in choir loft/organist area) _____ Fellowship Hall – 150 people _____ Gymnasium – 150 people _____ Library – 15 people _____ Historical Room – 15 people _____ Classrooms – 10-20 people, depending on size of room _____ Pavilion – 150 people _____ Amphitheater – 100 people (seating capacity)  (Note: Separate rental fees required per room/facility area. If the Fellowship Hall is rented, access to restrooms in the Christian Education building will be provided as part of the rental with no additional fee.)
<b>Expected Attendance</b>	Expected Number of People (Adults & Children) _____
<b>Time</b>	Open Building _____ Close Building _____

***Section 4: Applicant Confirmation & Signature***

The undersigned must be at least 21 years of age and assumes liability and responsibility for any and all breakage, loss, or damage to the buildings or their contents occurring during (or incident to) its use by the group, or as a result of any windows or doors being left open or unlocked before, during or after use.

I understand and agree to all the conditions itemized in this contract. I have thoroughly reviewed and agree to the charges and the provisions detailed in the contract.

I understand all provisions of this agreement and understand that this is a legal agreement between RPC and me.

Failure to comply will result in the loss of rental privileges and/or payment for damages to the buildings and their contents (which could exceed the security deposit).

I understand my credit card will be charged to cover damages, janitorial fees, etc. if I do not cover these charges via a valid check or money order (drawn from a financial institution chartered in the United States) made payable to Robinson Presbyterian Church.

Cash transactions are not accepted.

Applicant information must be completed in earlier section prior to completing this agreement

<b>Signature</b>	
<b>Date Signed</b>	
<b>Deposit Made by</b>	Check or Credit Card or Money Order (circle)
<b>Witnessed for RPC by</b>	Name: _____ Date: _____

OFFICE USE ONLY:

\_\_\_\_\_ Date Balance Received

\_\_\_\_ YES \_\_\_\_ NO - staff to open/close building

\_\_\_\_\_ Date key given \_\_\_\_\_ Date key returned \_\_\_\_\_ Date deposit returned

RPC Stewards (Names): \_\_\_\_\_

Condition of Facility after rental:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Rent to this person/organization again? Yes or No (circle)