

FREEDOM PLAINS UNITED PRESBYTERIAN CHURCH
(A New York State Non-Profit Religious Corporation hereafter referred to as "Church")

Application and Agreement for Ongoing Use of Church Facilities

Person Making Request

Name: _____

Address: _____

City/State/Zip: _____

Phone: (_____) _____ E-mail: _____

This request is being made by me:

As leader of a group activity that is outside the scope of religious activities that churches are expected to engage in by liability insurance underwriters

Name (if any) of the group activity: _____

The term "Requestor" in the remainder of this document refers to you.

As leader of an informal group that is not a legal entity

Name of group: _____

Your role in this Group: _____

The term "Requestor" in the remainder of this document refers to you.

As an authorized representative of an organized group (i.e., has members, elects officers) that is not a legal entity

Name of group: _____

Your title or role in this Group: _____

The term "Requestor" in the remainder of this document refers to you.

As an authorized representative of a non-profit 501(c)(3) organization

Legal Name of Organization: _____

Employer Identification Number (FEIN): _____

Your title or role in this Organization: _____

The term "Requestor" in the remainder of this document refers to the organization on whose behalf you are making this request.

As an authorized representative of a for-profit business

Legal Name of Business: _____

Employer Identification Number (FEIN): _____

Your title or role in this Business: _____

The term "Requestor" in the remainder of this document refers to the business on whose behalf you are making this request.

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Person Making Request (continued)

If you are making this request as an authorized representative of an organized group, a non-profit organization or for-profit business, please provide the following contact information about the group, organization or business:

Address: _____

City/State/Zip: _____

Phone: (_____) _____ E-mail: _____

Web Site: _____

Alternate Contact Name: _____

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Intended Use of Requested Facilities

Describe activity for which requested facilities will be used: _____

Anticipated number of participants: _____

Anticipated Activity Duration and Frequency of Facility Use

Start Time: _____ End Time: _____

Weekly Day of week: _____

Weeks during which facilities will not be used: _____

Bi-Monthly Days of month: _____

Months during which facilities will not be used: _____

Monthly Day of month: _____

Months during which facilities will not be used: _____

As Required Details: _____

Will a fee be charged for admission to or to participate in this activity? Yes No

If Yes, please provide details: _____

Will merchandise or services be sold at this activity? Yes No

If Yes, select one of the following options:

By checking this box, Requestor promises and warrants that sales tax will be collected on all sales of merchandise and services and that all sales taxes collected at the activity will be remitted to the New York State Department of Taxation and Finance as required by law.

By checking this box, Requestor affirms that he, she, or it is exempt from New York State sales tax and will provide the Church with a copy of the sales tax exemption certificate.

New York State Sales Tax Exemption Number: _____

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Requested Facilities (check all that apply)

- | | | |
|--|--|---------------------------------------|
| <input type="checkbox"/> Full Fellowship Hall, Limited Kitchen | <input type="checkbox"/> Half Fellowship Hall, Limited Kitchen | |
| <input type="checkbox"/> Full Fellowship Hall, Meeting | <input type="checkbox"/> Half Fellowship Hall, Meeting | |
| <input type="checkbox"/> Entry Vestibule | <input type="checkbox"/> Sanctuary | <input type="checkbox"/> Library |
| <input type="checkbox"/> Community Room | <input type="checkbox"/> Community Room Kitchen | <input type="checkbox"/> Meeting Room |
| <input type="checkbox"/> ___ Classroom(s) | <input type="checkbox"/> Lawn / Parking Areas * | <input type="checkbox"/> Other * |

Additional information regarding requested facilities (required for items marked with *):

Additional Equipment Needed (check all that apply)

- | | | |
|--|--|------------------------------------|
| <input type="checkbox"/> Dance Floor | <input type="checkbox"/> Projection Screen | <input type="checkbox"/> Projector |
| <input type="checkbox"/> Microphone & Speakers | <input type="checkbox"/> HDMI Video/Audio Playback | |

Fees

- \$ _____ per use
- \$ _____ per participant per use
- \$ _____ per week that facilities are scheduled to be used
- \$ _____ per month that facilities are scheduled to be used
- Covered by fee in base agreement

Note: Pages 3 and 4 may be duplicated, completed, and attached to the base agreement to describe different activities or activities that take place at different times or on different days of the week. Only the Name of User line needs to be provided in the "Requesting Organization or Individual" section of an attachment.

This page is:

Part of the base agreement

Number of attachments: _____

Attachment _____ of _____

Requestor: _____

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General Planning Information for the Use of Church Facilities:

1. The following room occupancy limits apply:

Full Fellowship Hall: 170 people

Half Fellowship Hall: 80 people

Community Room: 40 people

Meeting Room: 12 people

2. Approved agreements for the use of church facilities include access to public spaces such as hallways and restrooms located adjacent to or must be used to access the requested facilities. Vehicles belonging to those attending the activity that is the subject of this Application and Agreement may be parked in Church parking lots from one hour before the start time to one hour after the end time on the dates specified in the agreement.
3. Rentals of Fellowship Hall, the Community Room, and the Meeting Room include the use of Church-provided tables and chairs.
4. Rental of Fellowship Hall for a meeting includes coffee and water service but does not include any access to the Fellowship Hall Kitchen. Limited use of the Fellowship Hall Kitchen includes the use of the stove, microwave, convection oven, and refrigerator to keep food prepared elsewhere at appropriate serving temperatures, and also includes use of the coffee maker and ice maker, and sinks. Preparation and cooking of food are not permitted.
5. The stove, microwave, and refrigerator in the Community Room Kitchen can only be used to keep food prepared elsewhere at appropriate serving temperatures. Preparation and cooking of food are not permitted.
6. The Dance Floor can only be used in Fellowship Hall. Use of a DJ or dance band for an activity requires the rental of the dance floor.
7. Alcoholic beverages may not be served or consumed at ongoing activities.
8. Use of a caterer is not permitted under an ongoing use of facilities request.

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Agreement

1. When this agreement has been accepted by an officer or other authorized representative of the Church, the Church will make every reasonable effort to make the requested facilities available to the Requestor on the requested dates at the requested times.

The Requestor, however, understands and agrees that church events take precedence over other uses of church facilities and that the requested facilities may occasionally not be available to the Requestor at a requested date and time. The Church will make every reasonable effort to prevent such a situation from occurring but cannot guarantee that a specific facility will always be available to the User at a specific time on a specific date.

Should this situation arise, the Church will provide the Requestor with as much advance notice as possible and will work with the Requestor to determine if alternate facilities and/or an alternate time and date will be acceptable to the Requestor for its intended activity. If it is not possible to resolve this situation by using an alternate facility or by rescheduling the activity, the Church will refund any fees that have been paid by the Requestor for the use of the unavailable facility or facilities.

In no event will the Church be liable to Requestor for any lost profits or incidental, indirect, special, or consequential damages arising out of Requestor's inability to use the above-described premises, even if the Church has been advised of the possibility of such damages.

2. When this agreement is approved by an officer or other authorized representative of the Church, it provides a license to the Requestor to use the above-requested Church facilities on the requested dates at the requested times. While this agreement is intended to provide the Requestor with ongoing access to the specified Church facilities for specific time periods on specific dates, said access does not extend beyond the dates and times specified in this agreement and its attachments. This agreement, therefore; does not in any way constitute a lease, even though it may provide for ongoing use Church facilities and even though fees may be charged for the use of these Church facilities.

3. In consideration for the benefit of using Church's facilities, Requestor agrees to abide by all terms and conditions of use described in this agreement.

4. Requestor understands and agrees that no warranties have been made that the facilities will be adequate for Requestor's intended use. Requestor accepts the facilities in an AS IS condition.

5. Requestor agrees that it will not use the requested facilities for any unlawful purposes, and will obey all laws, rules, and regulations of all governmental authorities while using the above-requested facilities.

6. Requestor agrees that it will not use the premises for any purpose that is contrary to the mission, purpose, or belief of the Church.

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Agreement (continued)

7. Requestor agrees to use the requested facility or facilities in a manner which will not cause interference with the use or occupancy of other Church facilities in any way. Requestor's use of the requested facility or facilities will be done in such a manner so as not to interfere with or impose any additional expense upon the Church in maintaining the facility or facilities.

8. Requestor agrees that the activity for which the requested facilities will be used is neither conducted by nor sponsored by the Church. Requestor understands that the Church will not exercise any physical or other control over the Requestor's activities other than those explicitly specified in this agreement. Requestor understands that the Church is not providing any supervision of Requestor's activities.

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Insurance Requirements

You must initial the pre-selected insurance requirement where indicated to confirm that you understand the requirement and agree to fully comply with it.

Non-Profit Organization or For-Profit Business

Requestor promises and warrants that it currently has General Liability Insurance with a minimum per occurrence limit of five hundred thousand dollars (\$500,000) in force that will provide coverage while Church facilities are being used for the ongoing activity that is the subject of this Application and Agreement. The insurance policy or policies that provide this coverage must name the Freedom Plains United Presbyterian Church as an additional insured on a primary and non-contributory basis.

Requestor agrees to provide the Church with a certificate of insurance that verifies that the General Liability Insurance coverage described in the preceding paragraph is currently in force and identifies the Church as an additional insured. Said certificate of insurance must be provided to the Church at least two weeks prior to the first use of Church facilities under the terms of this Application and Agreement.

Requestor further promises and warrants that it will continue to keep this or equivalent General Liability Insurance in force as long it continues to use Church facilities for the ongoing activity that is the subject of this Application and Agreement.

Initials of Requestor's authorized representative: _____

Informal Group Activity or Informal or Organized Group that is not a Legal Entity

The General Liability Insurance requirement for a non-profit organization or for-profit business just described also applies to group activities, informal groups, and organized groups unless the Requestor has received written notice signed by an officer or other authorized representative of the Church that this requirement has been waived for the activity that is the subject of this Application and Agreement.

Requestor acknowledges that the Church's general liability insurance policies do not provide any protection or coverage for organizers/leaders of uninsured group activities or informal groups, or for the officers of uninsured organized groups that utilize Church facilities and that, consequently, these individuals do not have any General Liability Insurance coverage while conducting the activity that is the subject of this Application and Agreement.

Requestor further acknowledges that the Church is accepting additional risk by allowing its facilities to be used for an uninsured group activity or by an uninsured group. In order to partially mitigate this risk to both the Requestor and the Church, Requestor agrees to require that all participants in the activity that is the subject of this Application and Agreement complete and sign an Activity Participation Agreement (either provided by or acceptable to the Church). Activity Participation Agreements for minors must be signed by at least one parent or legal guardian of the participant.

Initials of Requestor: _____

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Church Facility Use Policies

1. Requestor agrees to conduct a visual inspection of the premises, including entrances and exits, prior to each use, and warrants that the premises will be used only if Requestor determines them to be in a safe condition.
2. The entire campus of the Church is intended to be a smoke-free environment. The distribution or use of tobacco products (either real or vapor) is not permitted in Church buildings, within 25 feet of any entrance to Church buildings, or within 25 feet of the Nursery School play yard.
3. The entire campus of the Church is a drug-free environment. The possession, distribution, or use of illegal drugs is not permitted anywhere on church premises. **Violations will result in the authorities being contacted and you and your guests will be asked to leave the premises immediately. Violations may result in the termination of this agreement by the Church.**
4. Requestor agrees to be responsible for preparing for use and returning to the pre-use condition all areas of the premises which Requestor will use, including entrances and exits. Tables and chairs are not to be removed from the buildings and must be returned to their original location after use. Trash must be taken to the dumpster. If a kitchen was used, it is to be cleaned – wipe and sanitize counters, sweep and mop floors, and clean equipment.
5. Nothing may be attached to the walls, including decorations and signs. Tape, nails, pushpins, and the like are prohibited from the walls, room divider, windows, chairs, tables, and the floor, both inside and outside. Nothing may be hung from the ceiling or tied to the chandeliers. All decorations (both inside and outside) must be free-standing or on tables.
6. No open flames, candles, fireworks, or smoke machines are allowed. No food dish with an open flame is allowed, and no food dishes are to be cooked at the table.
7. For activities at which minors are present, Requestor must provide adequate adult supervision for all such usage. Children under the age of 12 are not allowed in the kitchens.
8. All activities must conclude by 11 P.M. without exception.
9. If any damage occurs to the requested facility or facilities or if any repairs need to be made to the requested facility or facilities as a result of the Requestor's use of the facility or facilities, Requestor shall pay the Church for any such damage, repairs, or replacements if requested to do so by the Church.

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Termination of Agreement

This agreement may be terminated unilaterally by either party with 14 days written notice to the other party.

If this agreement is signed by an authorized representative of an organized group, a non-profit organization or a for-profit business, it remains in full force and effect even if the person who signed this agreement subsequently loses his or her authorization to enter into agreements on behalf of the organized group, non-profit organization, or for-profit business.

In the event that this agreement is terminated by the Church, Requestor will be entitled to a refund of any fees that the Requestor has pre-paid for future use of the facilities unless the agreement is terminated for the Requestor's failure to comply with all terms of this agreement.

In no event will the Church be liable to Requestor for any lost profits or incidental, indirect, special, or consequential damages arising out of Requestor's inability to use the above-described premises, even if the Church has been advised of the possibility of such damages.

Assignment of Rights Disallowed

Requestor agrees that it will not assign any of its rights under this agreement, and any such assignment will void this agreement at the sole option of the Church.

Indemnification

In consideration for the opportunity to use the facilities of the Freedom Plains United Presbyterian Church, Requestor hereby agrees defend, indemnify and hold harmless the Church and its officers, trustees, employees, representatives, and members from any and all claims, liabilities, losses, damages, actions, costs, and expenses including, but not limited to, bodily injury, personal injury, emotional injury, wrongful death, property damage, or financial loss directly or indirectly arising out of the Requestor's use of Church facilities. With the exception of willful or grossly negligent conduct on the part of the Church or its officers, trustees, employees, representatives, or members, Requestor hereby assumes all risk of damage to property or injury to person directly or indirectly related to applicant's use of the Church's facilities and Requestor hereby waives all claims in respect thereof against the Church.

Entire Agreement

This document contains the entire agreement of the parties and supersedes all prior written or oral agreements relating to the subject matter. This document completely replaces and supersedes any previous version(s) of this or similar documents that were signed at a date earlier than the date on which this document was signed.

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Acceptance of Agreement

By signing below, the leader of a group activity or an informal group certifies that the statements made in this agreement are true and complete to the best of their knowledge and accepts the terms of this agreement and any attachments thereto.

By signing below, the authorized representative of an organized group, non-profit organization or business certifies that the statements made in this agreement are true and complete to the best of their knowledge and that he or she has been duly authorized by the group, organization, or business to enter into this agreement on its behalf and accepts the terms of this agreement and any attachments thereto on behalf of the group, organization or business.

Signature: _____ Date: _____

By signing below, an authorized representative of the Church has verified the identity of the Requestor whose signature appears above and agrees to this request on behalf of the Church to make the requested facilities available to the Requestor as described in this agreement.

Signature: _____ Date: _____