Colonial Heights Baptist Church (FLC Rental Agreement)

THE HEIGHTS

Organization/Individual Name (Renter) _____

Contract Date and Times _____ *(BEGINS / ENDS)*

If renter is requesting more than one date, Renter is required to attach a form listing dates requested. Any revision of this form must be reapproved, dated and signed by all parties involved. The Revision Form can be found on the last page of this document.

Billing Information:

Organization name:_____
Contact Name:_____
Address:_____ City_____ ST_____
Zip_____ Contact Phone #:_____
Email:_____

RENTER AGREES TO PAY AN HOURLY RATE OF $15 PER HOUR *(minimum of 2 hours and not to exceed $100 for the day) (When possible we allow 30 minute grace time before and after event for set up and take down)*

IF USING CATERING KITCHEN/CONCESSIONS AREA RENTER AGREES TO PAY A DAILY RATE OF $20 PER DAY

Dates/times of use: _____ or refer to attached addendum ___ *(please check if addendum is attached)*

CONCESSIONS WILL BE SOLD: (*please circle)* **YES or NO** (if yes, refer to CONCESSIONS area above)

This agreement made on this _____ day of _____, 20_____ between Colonial Heights Baptist Church (CHBC) and _____, Renter, for use of the FLC at CHBC. I (we) have read, accept, and agree to pay all charges made by this contract. I (we) also agree to the "Terms and Conditions" listed above.

SIGNED

Renter: _____ Date:_____

CHBC FLC Director:_____ Date:_____

Payment received: Date:_____ Amount $_____ Check #_____

☐ I have read, understand and agree with the CHBC Articles of Faith

CHBC Standard FLC Fees

FLC Gym $15.00 per hour (*note: minimum 2 hours required)(an additional $25 per hour will be charged for cleanup over and above normal cleaning)*

Catering Kitchen $20.00 per day

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FLC AGREEMENT REVISION FORM

DATE	REVISION	Renter's Initials	FLC Director's Initials	

Colonial Heights Baptist Church
108 Colonial Heights Rd., Kingsport, TN 37663
423-239-5123

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Please return completed form to the church office. Form must be in church office and approved by Church Administrator, FLC Director, and Renting Party before any reservation is finalized.
The parties agree to the terms, conditions and charges set forth in this document and added addendum if applicable.

1. **INDEMNIFICATION** – To the extent allowed by law, the Renter, in consideration of its use of the facility, agrees to indemnify and hold COLONIAL HEIGHTS BAPTIST CHURCH harmless from and against any liability of claims arising out of, or resulting from Renter's use of the facility, and to pay Renter's reasonable attorney fees for defending against such claims.

2. **GENERAL RULES** – Renter agrees that facility and equipment shall be used solely and exclusively for the stated purpose. All Fire Department regulations will be strictly observed. There will be no smoking, drugs, or consumption of alcoholic beverages permitted on church property. Unruly behavior or rough language is not tolerated on church premises.

3. **EQUIPMENT AND SUPPLIES** – Use of COLONIAL HEIGHTS BAPTIST CHURCH equipment is subject to approval by COLONIAL HEIGHTS BAPTIST CHURCH. Renter agrees that only individuals knowledgeable in the safe and proper operation of equipment and supplies shall be allowed use of it. **All balls and equipment are provided by Renter unless otherwise agreed upon in consultation with the FLC Ministry Director.**

4. **DAMAGE/SECURITY DEPOSIT** – A damage/security deposit may be required as determined by COLONIAL HEIGHTS BAPTIST CHURCH.

5. **CARE OF FACILITY** – All facilities, grounds, and equipment must be returned in as good condition as when rented. Renter agrees to pay all cost for cleanup, repair or replacement of damaged facilities, grounds or equipment. Failure of Renter to maintain premises or equipment in acceptable condition or to abide by the terms or conditions of this agreement may result in forfeiture of damage deposit, additional charges being incurred, or in termination of this agreement upon written notice by COLONIAL HEIGHTS BAPTIST CHURCH. **A fee of $25/hour will be charged for cleanup over and above normal cleaning.**

6. **OUTSIDE VENDORS** – Renter is not authorized to host outside vendors, concession/food trucks, party rental equipment (i.e. bounce houses, slides, etc), without written notification with this contract and approval by COLONIAL HEIGHTS BAPTIST CHURCH. Proof of Insurance or a hold harmless agreement, must be provided by the vendor at least 10 days before the event.

7. **DESTRUCTION OF PREMISES** - In the event, the premises shall be damaged by fire, or other casualty during the term of this rental agreement, and the premises are rendered untenantable, either Renter or CHBC may cancel this agreement by written notice delivered to the other. On cancellation, rent shall be paid only to the date of the fire or casualty. Renter in possession of the premises shall be held harmless by CHBC for damages to the rented premises occasioned by the fire or casualty, except as may be the result of the acts or conduct Renter, his or her licensees, or invitees.

8. **INSPECTION** – Renter has inspected the facility and equipment and has determined they are safe and appropriate for use.

9. **RESPONSIBILITY FOR PERSONS** – Renter assumes full responsibility for the acts or omissions of all persons associated for removing trespassers from facility during the time of its use and shall promptly inform CHBC of such action.

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10. **DEFAULT** - In the event any action is instituted to enforce any covenant contained in this rental agreement or to recover any rent due or to recover possession of the premises for any default or breach of this agreement by CHBC, Renter shall pay reasonable attorney's fees as may be determined by the court.

11. **NONDISCRIMINATION –** Renters hall not unlawfully discriminate against any person in connection with the activity for which the facility or equipment is used.

12. **USERESTRICTION –** Colonial Heights Baptist Church reserves the right to cancel or modify all terms and conditions of this agreement subject to twenty-four (24) hour verbal notification to Renter.

13. **SCHEDULES** - Scheduled gym times should be listed below or attached as an addendum to this contract. Modifications to the schedule may be requested in writing via email to the FLC Director at mattwhisnant@chbckingsport.org. Changes to the schedule will be confirmed by CHBC FLC Director via email. **Any revision of this form must be reapproved, dated and signed by all parties involved. The revision form can be found on the last page of this document.**

14. **CANCELLATIONS** – Should cancellation of gym rental be necessary, CHBC must receive notification in writing to mattwhisnant@chbckingsport.org, 24 hours prior to the rental date. Should cancellation occur within 24 hours of rental, Renter is responsible for full payment. No refunds will be given; however, FLC rental time may be rescheduled if space is available.

15. **PAYMENT** - FLC rental fees are processed in advance. Rental payments are due day of rental and must be received in the church office unless other arrangements have been made with the FLC Director. If event occurs over a weekend all monies must be received in church office by the Friday prior to the event date.

16. **RETURNED CHECKS** - shall be subject to a service charge of **$50 per item.**

17. **CONCESSIONS - All supplies and products for concession sales will be provided and dispensed by Renter. Renter will complete and submit a Concessions Sales Report for each event to CHBC within 7 days.**

18. **ACKNOWLEDGMENT OF RECEIPT OF AGREEMENT** - Renter and Colonial Heights Baptist Church acknowledge that they each have received a signed copy of this rental agreement