

# Eastminster Presbyterian Church Facility Use Agreement

2320 East Lake Road, Pennsylvania 16511  
(814) 455-7819

Email: office@eastminstererie.com  
Website: http://www.eastminstererie.com

Sanctuary    Meeting Room    Fellowship Hall    Kitchen

THIS CONTRACT, made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between Eastminster 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 boxes above, of the building located at 2320 East Lake Road, Erie, Pennsylvania, to Renter for the sole purpose of \_\_\_\_\_ and no other purpose, commencing at \_\_\_ am/pm and ending at \_\_\_ am/pm on the \_\_\_ day of \_\_\_\_\_ 20\_\_ (hereinafter referred to as "rental date"). This time includes the setup and decorating time before the event and the break down and cleanup time after the event, which shall be agreed upon by the parties.

## 2. RENTAL FEE(S)

- (a) Eastminster Presbyterian Church agrees to furnish the denoted space(s) only for the rental fee of \_\_\_\_\_ for up to \_\_\_ hours. If over four hours, Renter will pay amount equal to ¼ of rental fee per hour. (See Facility Rental 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 cleaning deposit in the amount of \$50.00 to be refunded as provided in Section 7 herein below.
  - iii. Pay a security deposit in the amount of \$100.00 to be refunded as provided in Section 8 herein below.
  - iv. Submit a signed contract along with all deposit fees due no more than one week after the date of the event is confirmed by Lessor.
- (c) The balance of the rental fee of \_\_\_\_\_ shall be payable by Renter 15 days 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.
- (d) Payment of rental deposit and separately combined cleaning and security deposits are payable by cash, money order or check to Eastminster Presbyterian Church.

## EASTMINSTER FACILITY USE AGREEMENT

**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 facility space for which rent is paid and to 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 may use rest rooms on the same floor as the facility space for which rent is paid. The Renter shall be specifically responsible to restore the rest rooms to their condition prior to the event.

Renter may not sublet 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 animals or pets are allowed in any church area except as required by law.

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.

Renter is to make arrangements with the Church Contact Person for the opening and closing of the facility. Renter must turn off all lights, close any opened windows, and lock any opened doors upon departure.

**4. USE OF EQUIPMENT:** Church audio-visual equipment, organ and piano should only be operated by a church member or staff person properly trained in its operation. Church tables and chairs are available for use but must be returned to original placement. Any request for equipment use must be arranged by the Renter with the Church Contact Person no less than 8 days prior to the event. Equipment is not to be taken outside of the church building.

**5. OUTSIDE CONTRACTORS:** If Renter elects to use a caterer with servers, 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.

**6. 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 its original place.

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.

## EASTMINSTER FACILITY USE AGREEMENT

**7. CLEANING DEPOSIT:** All areas used by the Renter must be cleaned up immediately after use and left in the same condition as it was found. 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.

**7. SECURITY DEPOSIT:** The security deposit payable by Renter under the terms of 2(b) (iii) herein shall be refundable to Renter within thirty (30) days following Renter's use of the building provided that Renter has 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) (iii) 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 is paid.

**9. ALCOHOL POLICY:** Alcohol may not be used at events on the church property.

**10. SMOKING POLICY:** All portions of the building are smoke-free. Smoking is only permitted outside of the facility, no closer than 20 feet from any entrance. 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 6 or paid by the credit card on file.

**11. 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.

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

Renter 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.

**12. 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.

**13. NO RESPONSIBILITY FOR PROPERTY:** Lessor assumes no responsibility whatsoever for any property, supplies or equipment placed in or on the facility by Renter, and Lessor is hereby

# EASTMINSTER FACILITY USE AGREEMENT

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 church grounds, including, but not limited to, parking lots, driveway, worship areas, kitchen, hall areas, and restrooms.

**14. THE CHURCH CONTACT PERSON(S):** The Lessor will provide a Contact Person for the sole purpose of contracting the event 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 an event if the actions of guests get out of control.

**15. 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 from the Security Deposit, if any. The Lessor will mail the Cleaning and Security Deposits, less deductions, to the Renter within 30 days of the rental.

**16. CANCELLATION:** Should Renter terminate this Agreement prior to 60 days before the Rental date, Lessor shall refund the Cleaning and Security Deposits set forth in Paragraph 2 herein above. No other funds held by Lessor shall be refundable to Renter.

**17. 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.

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## **FACILITY RENTAL FEES**

<b>Church Facility Space</b>	<b>Member</b>	<b>Non-Profit</b>	<b>For Profit</b>
<b>Parlor Room</b>	\$25	\$50	\$100
<b>Upper Room</b>	\$25	\$50	\$100
<b>Class Room</b>	\$25	\$50	\$100
<b>Sanctuary, non-wedding</b>	\$50	\$100	\$250
<b>Sanctuary, wedding</b>	\$100	\$250	NA
<b>Fellowship Hall</b>	\$50	\$100	\$150
<b>Kitchen</b>	\$25	\$50	\$100

All Facility Space rentals are for up to 4 hours; or as approved by Session for an additional fee.

Room rentals are up to 25 people, Wedding and Fellowship Hall rentals are up to 100 people; or as approved by Session.

## EASTMINSTER FACILITY USE AGREEMENT

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 the Cleaning and Security Deposits, 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) \_\_\_\_\_

Visa  MasterCard  Other \_\_\_\_\_

Renter Phone Number \_\_\_\_\_

Alternate Phone Number \_\_\_\_\_

Eastminster Presbyterian Church (Lessor)

Church Contact Person Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Fees are payable to: Eastminster Presbyterian Church by cash, check or money order.

All fees/balances are due 15 days 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.

# EASTMINSTER FACILITY USE AGREEMENT

FOR CHURCH OFFICE ONLY

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

Renter:

Event Date:

Type of Event:

Setup Time for Event:

Catering Company (if any):

Catering Contact Info:

Caterer Arrival Time:

Beginning Time of Event:

Ending Time of Event:

Certificate of Insurance Received:

Date of Post-Function Inspection: \_\_\_\_\_ Initialed: \_\_\_\_\_

Date Cleaning & Security Deposit Returned: \_\_\_\_\_ Initialed: \_\_\_\_\_