

First Church in Windsor UCC

107 Palisado Avenue
Windsor CT 06095
860-688-7229

FACILITY USE AGREEMENT 2022

This Facility Use Agreement ("Agreement") is between First Church in Windsor UCC ("First Church") and _____ ("User") in exchange for using First Church's buildings and property. User agrees to abide by the terms of this Agreement.

All areas available for use and selected by User are to be utilized in accordance with this Agreement. User shall designate which areas it desires to use by placing a check mark next to each area on the list below and specify the number of ancillary items as required below. User shall have access only to the areas User has selected.

Descriptions of the spaces and equipment available are on the website. www.FCWUCC.org.

Date requested: _____ Nature of Activity: _____

Program start time: _____ Departure time (all out of building): _____

Set up time needed: Yes _____ No _____ How long? _____

Areas available for use include (please check those desired and provide estimated numbers)

_____ *Meetinghouse*. In addition to the Meetinghouse sanctuary, User requests the following:

Equipment requested: Organ _____ Piano _____ Table _____

Use of technology, amplifiers and electrical service requested: _____ (not always possible)

_____ *Nelson Hall*:

Equipment requested: Mic _____ Podium _____ Projector/screen _____ Keyboard _____

Stage access/use _____ 8' tables: #: _____ card tables: #: _____ Chairs: #: _____

User must provide room set up information **no later than one week prior to event**

_____ *Kitchen*: There is no added charge when renting Nelson Hall.

Equipment requested: Stove/oven: _____ China and flatware _____ Dishwasher _____

Refrigerator _____

_____ *Morrell Room*:

Equipment requested: chairs to accommodate total participants: # _____

_____ *Conference Room*:

Total participants: # _____

_____ *Youth Room*:

Total participants: # _____

Special Requests not defined above:

Scheduling: First Church makes a reasonable effort to accommodate groups and events, especially those that further our mission “Living by Faith, Known by Love, A Voice of Hope”. To schedule, contact the Church office at 860-688-7229 Monday through Friday from 9 a.m. to 4 p.m. about any scheduling request and any special needs. First Church will use reasonable efforts to respond to special requests, however it cannot guarantee that it will be able to accommodate such requests. ***Any special requests must be made in writing at the time of application or may not be able to be honored.***

Cancellation by First Church: First Church reserves the right to cancel events due to unforeseen circumstances that would preclude the safe use of its facilities. In addition, First Church reserves the right to cancel, reschedule or provide alternative facilities for an event if User’s event and use of facilities conflicts with a funeral or similar unexpected pastoral care circumstance.

Emergencies: The designated responsible person for the event must carry a cell phone and provide its number prior to the event to First Church office to be used in emergencies.

Eligibility for use: First Church reserves the sole right to determine whether the User or the User’s proposed program or activities is in keeping with the mission of First Church and is therefore an eligible use of First Church’s facilities. For weddings and funerals, initial contact must be with one of the pastors of First Church. Wedding receptions will only be hosted for First Church members or their families.

RULES FOR USAGE

Respect for the Facilities: First Church’s buildings are dedicated to Christian ministry. First Church expects that all who use any of our space or property, including User, will show respect for the physical assets that enable that ministry. Any users of the facilities must demonstrate diligence in caring for them.

Only the space agreed to in this Agreement may be used. No other space is available for use. Rest rooms are available and are considered part of this Agreement.

All invitees are expected to maintain decorum throughout the use of the facilities. User and its leaders of the event are responsible for maintaining discipline and ensuring that the requirements of this Agreement are adhered to.

No Smoking, No Vaping, No Flames and No Alcoholic Beverages: under no conditions is smoking, vaping or the use of electronic cigarettes allowed anywhere on the property of First Church. Candles or any other open flame or smoke producing product must be approved by First Church prior to the event and must be supervised by a First Church staff member. No alcoholic beverages are permitted on the property.

Weapons or firearms (except those carried by on duty law enforcement officers) are not permitted in or around the grounds or buildings under any circumstances.

Facilities (including rest rooms, furnishings, and equipment) must be returned to their original clean condition and arrangement. Spills must be mopped up, stains treated immediately and brought to the attention of a First Church staff member as soon as possible.

Extra equipment brought in must be removed immediately at the conclusion of the event. Most rooms are scheduled for other events within a day of each other. User is solely responsible for the removal of its equipment upon conclusion of User's event, as well as being solely responsible for the protection and insurance of such equipment while the equipment is on First Church property. First Church is not responsible for the protection or insurance of such equipment.

Furniture and equipment may not be moved from one room to another without prior written approval by First Church.

Meetinghouse equipment:

Users of the Meeting House may not use the sound or video systems, such as speakers, video equipment, amplifiers, microphones, computers, and audio/video ports.

- Use of this equipment is strictly limited to members of the church's tech team. In some cases, the Tech Team may be contracted for support.

Users may bring in their own sound and video equipment, such as amplifiers, microphones, portable screens, portable lighting.

- If plugged into the Meeting House AC power outlets, the total current draw of all equipment shall not exceed 15 amps.
- Additional power, if required, may be provided at cost through consultation with the Prudential Board and the FCW electrician.
- Except by prior arrangement with the Prudential Board, all user equipment shall be removed from the Meeting House at the end of each day of the user's event.

Users may freely use FCW lighting, accessible through the lighting panel in the south narthex.

- Dimmers in the sexton closet (south narthex) may also be used as needed.
- All light switches and dimmers must be returned to original positions at the end of each day of the user's event.

User of any facilities shall not permit the facilities to be damaged, marred or in any way defaced or harmed. Users shall not affix tape, nails, wall hangers, tacks or screws to any surface, including furniture, floors, windows and walls. User shall be solely responsible for any damage to the facilities and shall reimburse First Church for the repair of such damage or the replacement of damaged facilities if repair is not reasonably possible.

Balloons etc: Balloons, confetti, glitter and rice (for throwing) are not permitted in the building or on the grounds.

The kitchen may be used by prior arrangement only and may only be used to warm precooked foods and refrigerate food and beverages. All items appropriate for recycling must be placed in the blue bins at foot of kitchen exterior door stairway after rinsing as needed. All garbage and plastic bags are to be placed in the trash bins and removed to dumpster in parking lot at the conclusion of the event. A key to the dumpster is available in the kitchen.

The use of china and flatware rather than paper goods is preferred. If using paper goods, User shall use as little plastic as possible and shall use biodegradable paper goods if possible.

If Church equipment is used for coffee, refreshments, dinners, etc. (by written agreement), all such items used must be washed, dried and put away in the same condition and location as found. Paper goods and consumables must be supplied by User. All food in the refrigerator supplied User must be removed at conclusion of event. No food or staples found in the kitchen may be used.

Animals, except service animals, are not permitted in any facilities.

SET UP

At the sole discretion of First Church, a staff person may be on duty one hour before the event to oversee the opening of the building, make sure appropriate lights are on and ensure set up is correct according to this Agreement. This staff person may remain on site during the event to ensure building security and to respond to questions or needs as deemed reasonable by the staff person. An additional fee of \$ 100, minimum, for the first four hours is charged for this service. More may be required if the event is lengthy. A cleaning fee of \$100 may also be charged if deemed necessary by First Church.

PAYMENT A deposit for the space of \$100 or 30% of the total contract fee, whichever is larger, is required to reserve the date. Rescheduling of an event will be honored with no additional fee only if the new date is scheduled within four weeks of the original date and is not in conflict with any other previously scheduled event. Full payment of fees is due one week before the date of the event. Notification to First Church of any needed postponement must occur at least 48 hours before the event. Notification to First Church of a cancellation must occur at least 30 days prior to the event for the deposit to be returned. If an event is cancelled less than 30 days prior to the event, First Church shall retain any deposit.

INSURANCE User must provide an insurance certificate indicating coverage of at least \$100,000 for property damage and \$1,000,000 for liability with First Church in Windsor named as an additional insured (this does not apply to weddings and funerals). This dated and signed certificate must be received by First Church **at least one week prior to the event**. [Such can be offered through our church insurance carrier for a fee if needed: www.insuranceboard.org.]

SECURITY: User will be responsible for the security of building and any damage incurred to the grounds, building, furniture or equipment to the total amount of the damage. All exterior doors shall remain

locked during all meetings and events. Doors shall not be propped open. For groups using the facilities on a regular basis, the key or security code may not be provided to any persons other than the signatory or other person authorized by First Church. Copying of keys is not allowed. Any violation of this policy may cause termination of this Agreement.

SAFE CHURCH/ENVIRONMENT: First Church works to ensure a safe environment for children, youth and adults. User is required to acknowledge and sign a **Safe Conduct Compliance Form** and confirm that the signatory to the Safe Conduct Compliance Form has the authority to sign on behalf of the User. User is also required to sign the **Key Holder/Access Information Form** and the signatory must confirm that the signatory has the authority to sign on behalf of User.

Facilities Use and Indemnification Agreement:

I/we have read the terms and rules of use of this Agreement. As User, we shall, to the maximum permitted by law, indemnify and hold harmless First Church in Windsor, each and all of its Church Cabinet members, officers, employees, representatives, members and agents as well as its successors and assigns against and from all costs, expenses, liabilities, losses, damages, injunctions, suits, actions, fines, penalties, claims, including attorneys' fees, by or on behalf of any person, party or governmental authority whatsoever arising out of: a) any failure by User and any of its trustees, officers, directors, employees, invitees, visitors, licensees, representatives, and agents, as well as its successors and assigns, to perform any of the requirements, terms, covenants or conditions of this Agreement, b) any accident, injury or damage, including without limitation injuries to persons and/or damage to property, which shall happen in or about First Church premises, however occurring, and maintenance, alteration, repair, use or operation of First Church premises, or any part thereof, during the term, c) any failure to comply with laws, ordinances, requirements, orders, direction, rules or regulation of any federal, state, town or city governmental authority, d) User's possession and use of First Church premises and/or the operation of its business on First Church premises, whether or not such use is a permitted use.

By signing this agreement, User agrees to the Terms and Conditions, Rules of Usage, Security and Safe Church Policy, the indemnification agreement and the payment of fees to First Church in Windsor. This Agreement may be cancelled unilaterally by either party with written notice, email or verbal notice to the other party.

Accepting for the USER:

Accepting for First Church in Windsor:

Authorized Representative:

Signature

Responsible Party for the User:

Print Name and Title

Signature

Print Name and Title

Phone

Email

Mailing Address: _____

Date: _____

Safe Conduct Form Rec'd _____

Key Holder Form Rec'd _____

Cell Phone

Email

Deposit Received: \$ _____ Date: _____

By: _____

Signature

Certificate of Insurance Rec'd _____ Date: _____

By: _____

Signature

STATEMENT OF COMPLIANCE for Organizations Using Church Facilities

The organization I represent is _____

To indicate your understanding of your responsibilities as a guest in First Church, please initial each of the following paragraphs, sign this document, and return it to First Church along with the "Facility Use Agreement."

_____ User understands that, in addition to being a drug-free space, First Church in Windsor has a *Safe Conduct Policy* which guides First Church in its effort to assure a safe environment for children and adults.

_____ User understands that no one is to be alone in any room or secluded area on First Church property at any time with a child, youth or vulnerable adult that is not their own child, youth or vulnerable adult without prior written parent/guardian permission.

_____ User understands that if it believes, or has been told, that there is reasonable cause to suspect that a child has been abused and/or neglected while on site at First Church, User is required to report this to First Church immediately and to file an Incident Report within 24 hours.

_____ When the activity that User is supervising has ended, User shall make sure that the lights are out, the doors are locked and thermostat restored to original setting before vacating the facilities.

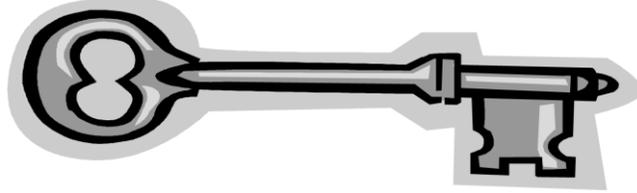
_____ User agrees to abide by all policies and procedures regarding the use of the building and properties of First Church with the knowledge that failure to do so will result in the termination of User's right to use First Church facilities.

Name and Signature

Date

[More]

KEY HOLDER INFORMATION



To ensure the safety of the church, its members and guests, the following information is required of all key holders and persons granted access codes:

Name _____

Home Street Address (NOT PO Box)

City _____ State _____ Zip+4 _____

Home phone _____ Cell phone _____ Work phone _____

Email _____

Name of Group key holder represents _____

I understand that by accepting this First Church in Windsor door key, I am responsible for the safety of the church, its members and guests when I use the premises. I agree to abide by the *First Church Safe Church Policy*.

I will neither copy the key nor share it with another person. Failure to abide by these rules, means that I will relinquish the key immediately and I (and/or my group) could be prevented from using any meeting space in the future. First Church reserves the right to request the return of the key at any time.

X _____

Keyholder

Date

X _____

For First Church in Windsor

Date