



Building Use Agreement

The undersigned agrees for herself/himself and as the party responsible for engaging the use of the Asheville First Congregational United Church of Christ (“the Church”) facilities on behalf of its participants, agents, members, employees, and guests (collectively, “ User”) to the following terms and conditions:

Terms of General Use

The User has the authority to execute this Agreement on behalf of all parties who will utilize the Church facilities in connection with the User’s one-time event, recurring program or meeting or other rental/use of Church space (collectively, “event”). If there is any question as to whether the User has such authority, the Church may require other parties involved with the User’s event to separately execute a Building Use Agreement.

The User will exercise the utmost care in using the Church building, grounds and equipment and agrees to replace or repair any missing or damaged portion of the facilities, property, or equipment, and provide or arrange for adequate supervision of persons participating in User’s event.

The User agrees to use only the approved space, rooms and/or equipment specified in its Application for Use of Church Facilities (the “Application”), which is attached to this Agreement, and only for the time specified in the Application. The User must request the Church to modify the Application in the event additional space, rooms and/or equipment are desired. User acknowledges that the Church may assess an additional Rental Fee if the User extends the time period set forth in the Application.

Utilization of the Professional Caterer’s Kitchen and Friendship Hall, if indicated on User’s Application, includes use of the gas range, refrigerator, warming oven, convection oven, microwave, commercial dishwasher, coffeemaker, dishes, flatware, glassware, and pots and pans. It does not include use of the BBQ grill outside the kitchen. (*Kitchen is currently unavailable.*)

User agrees that nothing may be attached to or removed from any fixture such as pews, doors or walls unless approved in advance of User’s event by the Church’s Venue Coordinator. Symbols of Christian faith, such as crosses, banners, baptismal font and

communion table may not be moved or removed from the Church's worship space. Candles may be used only with prior authorization of the Church's Venue Coordinator and in no event may be placed on floors. All decorations must be approved in advance of User's event by the Church's Venue Coordinator and must be removed immediately following User's event unless agreed otherwise by the Church's Venue Coordinator.

In its discretion, the Church may require User to retain the services of a Site Manager selected by the Church to assist in the success of User's event. Payment for the Site Manager's services will be at User's sole expense. User acknowledges that unless contracted separately by User, Church staff/members are not available to assist in any way with User's event. A church member may, however, be present for some portion of User's event to open the church before and close the church following User's event; adjust temperature, if needed; and address any last-minute User questions.

The User agrees to leave utilized space and equipment, as provided in User's Application, including rest rooms, in the condition they were found upon arrival and to dispose of all trash generated by User's event.

For Users of the Church's Kitchen and Friendship Hall, cooking supplies not provided by the Church and food are to be removed from the Kitchen following User's event. Plastic trash bags must be taken to the dumpsters in the alley directly behind the Church. The Church custodian will empty the recycling bins provided by the Church for User's use. Tables, chairs, furnishings, Kitchen appliances and other Kitchen ware must be cleaned and returned to pre-use locations or stored in designated areas.

The outside grill is not part of the kitchen, is not church property and its use is not permitted.

Smoking is not permitted anywhere on Church property, including in the Church buildings, doorways, porches, lawns, gardens, sidewalks or parking areas.

The use of any drug not sold over-the-counter or by physician prescription is not permitted anywhere on Church property.

Wine and beer may be served and consumed only in the Church Kitchen and Friendship Hall. Mixed drinks or spirits of any kind are not permitted on Church property. No alcohol of any kind may be served to minors. User agrees to monitor guests' drinking of alcoholic beverages and provide transportation for guests, as needed.

Weapons, included concealed handguns, are not permitted on Church property.

To ensure the safety and security of all, User agrees that doors may not be propped open for User's event and that User will station responsible persons at doors to admit guests.

Due to limited parking spaces, rental of Church premises does not include parking unless otherwise agreed by the Church's Venue Coordinator. Users are advised to explore on-street and nearby garage parking for guests.

The User acknowledges that the Church has installed security cameras in various areas of its premises to enhance staff, parishioner, and guest safety. Tampering or interfering with the operation of Church security cameras may result in immediate termination of this Agreement.

The User agrees to abide by any other Church policies provided in writing to User upon execution of this Agreement, which policies are thereby incorporated into this Agreement.

Cleaning/Facility Condition Deposit

Due to COVID, all groups will be required to sanitize all areas used: chairs, tables, etc. We request you use sanitizing wipes after each meeting. All cleaning supplies must be provided by the group.

In connection with its Application, User has paid a deposit to hold the date for User's event. In the Church's sole discretion, User's failure to comply with any of the terms of this Building Use Agreement may result in the forfeiture of all or part of User's deposit.

Termination of Agreement

The Church reserves the right to limit the use of its building, grounds, and equipment for any reason and, absent emergency circumstances, as determined by the Church, will provide 30 days' written notice of termination of this Agreement. Termination due to emergency will occur in a timeframe determined by the Church, including immediately.

The User will provide the Church 30 days' written notice of termination of this Agreement or as soon thereafter as practicable.

Liability for Damage and/or Injury

User shall be responsible for any damage caused to the Church or Church property in connection with User's event and shall compensate the Church for breakage or damage resulting from User's event.

The Church shall not be responsible for personal injury or loss occurring anywhere on Church property as a result of User's event.

Indemnification

The User agrees to hold the Church harmless and to indemnify the Church against all attorney fees, settlement costs, judgments, litigation expenses, and cost of any kind which may arise out of or in connection with the use of the Church facilities by the User, its participants, agents, members, employees or guests. If requested, User shall provide the Church with an indemnification agreement or certificate or insurance naming First Congregational United Church of Christ as a designated or named insured under the User’s insurance policy. The church is not responsible for lost or stolen property.

Room Rates

We increased the rates prior to COVID due to the increased usage costs. They are as follows:

Administration Building

Regular: \$25/hour
Non-profit: \$10/hour

Friendship Hall

Regular: starting at \$175/hour
Non-profit: starting at \$100/hour

Date: _____

Authorized Signer’s Printed Name: _____

Authorized Signer’s Signature: _____

Organization(s) signing on behalf of: _____

Signer’s Telephone Number: _____

Signer’s Email Address: _____

Signer’s Complete Address: _____

Church Representative Signature: _____

Date: _____