

First Alliance Church

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Facility User Agreement – For Weekly Use

User Name: _____

User Address: _____

Email Address: _____

Contact Number: _____ Alt. Number: _____

Start of Contract Period: _____ End of Contract Period: _____

Day(s) of Use: _____ Start Time: _____ End Time: _____

THIS AGREEMENT is made by and between the above named person(s), hereinafter referred to as "User(s)" and First Alliance Church, for good and valuable consideration and for the mutual covenants and conditions herein contained, the parties agree as follows:

Whereas, the cost of use and deposit for the date(s) and time(s) set out above is \$_____ per month and other fees (if applicable) required have been added to this cost of use amount. First Alliance does not charge or require any gratuity charge or tip. The full cost for each month of use must be paid at by the first of each month, beginning at the start of the contract period.

Whereas, building use is scheduled on a first-come, first-served basis. Non-secured dates may be held for forty eight (48) hours after the initial request is made, however; the User Agreement and a security/damage deposit must be received within the forty eight (48) hours to guarantee the dates. No reservation is guaranteed or confirmed unless/until this User Agreement is signed and returned with the security/damage deposit and other requirements set out herein.

Whereas, First Alliance Church is not responsible for accidents or injury to User(s), guests, visitors, or any other persons or for the loss of money or valuables of any kind.

User(s) Date

Representative of First Alliance Church Date

Conditions:

1. Damages:

The security/damage deposit is fully refundable at the end of the contract period, provided that the facility is returned in the same condition as received. User(s) and the representative of First Alliance Church each shall receive a copy of the contract. Any damages caused by the party of User(s) are deducted from the security/damage deposit.

User(s) is responsible for:

- Any loss or damage incurred to the premises by their helpers, hired staff, other service providers and their guests, if the security/damage deposit is not sufficient to cover them.
- The conduct of their helpers, hired staff, other service providers and their guests, on the premises during contracted times of use.
- The proper handling of all equipment and furnishings.

The \$50.00 security/damage deposit is not applied to the usage fees. This deposit shall be retained by First Alliance Church until the end of the contract period. If there is no loss or damage of the property and premises by User(s) and/or their guests, the security/damage deposit shall be refunded within two (2) weeks of the end of the contract period. If there is loss or damage, User(s) shall forfeit part or all of the security/damage deposit at the discretion of First Alliance Church. User(s) shall be notified in writing of the loss or damage as well as the amount of the deposit to be forfeited. Further, User(s) are responsible for all losses or damages to premises and/or furnishings and furniture caused by the User(s), guests, visitors, or any other persons exceeding the amount of the \$50.00 deposit. By signing this agreement, User(s) are assuming all risk and liability for any damage done to persons or property or visitors occasioned by the present or future condition of the premises, both latent and manifest. Failure to comply and/or cover expenses exceeding the \$50.00 will result in forfeiture of any future use of the facility.

2. Deposits/Payments:

Fees may be paid in cash or check and must be submitted by the first of each month. Any check not honored by the bank may result in cancellation of the contract, unless the fees plus assessed bank service charges, are paid in cash within five (5) days after notice to the User(s).

3. Termination of Facility User Agreement:

First Alliance Church reserves the right to terminate this agreement if any the User(s) fails to fulfill any requirement delineated herein. Under such conditions, the security deposit will be returned in full within ten (10) days, so long as the requirements of Condition One

(1) are met in full. The User(s) and First Alliance Church may mutually consent to the termination of this lease with thirty (30) days' notice.

4. Start and End Times:

Start and end times listed in this agreement are strictly enforced in order to prepare First Alliance Church for other scheduled events.

5. Use of Property:

User(s) will be held accountable for the actions of all participants in their party.

User(s) is expected to utilize only rooms and areas specified in the Usage Agreement. Unauthorized use of any area not included in the Usage Agreement will result in the assessment of further fees.

Please note that User(s) is responsible for both set-up and clean-up of the facility. All tables and chairs should be cleaned and returned to the area designated by the representative of First Alliance Church. No staples or tacks are to be used anywhere in the building. Double-stick tape or white putty are acceptable.

All items brought in by User(s) must be removed or stored in the designated storage area, which is _____. No property belonging to First Alliance Church – including, but not limited to, sternos, paper products, table coverings, plastic ware, cups, coffee, drinks, condiments, and trash bags – shall be moved or taken outside by User(s) or their guests; otherwise, User(s) shall forfeit all or part of the \$50.00 deposit at the discretion of First Alliance Church. First Alliance Church, its officers, affiliates, agents, servants, employees, its personal representatives, successors, assigns, owners or agents shall have the right to access and may be on the premises at any time for the purposes of inspection of building and grounds, security, management, or other purposes.

All activities involving children and youth under the age of eighteen (18) must be supervised by adults at all times. User(s) must furthermore provide a policy for childcare providers, which includes background checks and adult-to-child ratios that demonstrate sufficient supervision of children

No pets are allowed on the property of First Alliance Church.

6. Cleaning:

Reserved rooms at First Alliance Church will be delivered cleaned to User(s). User(s) is expected to return them in the same condition as received. No cleaning services are provided by First Alliance Church during use of the facilities.

7. Smoking

First Alliance Church is a smoke-free facility. No smoking is allowed anywhere inside the building of First Alliance Church. This rule will be strictly adhered to.

8. Alcoholic Beverages:

Alcoholic beverages are prohibited anywhere on the property of First Alliance Church (including buildings, grounds, and parking lot). First Alliance Church is a non-alcoholic facility. This rule will be strictly adhered to.

9. Parking:

Parking area is available for use at all events at no extra charge. Parking is subject to parking signs and regulations. User(s) agree not to park on the grass unless pre-approved by the representative of First Alliance Church.

10. Wireless Internet Services:

Wireless internet services are available upon request at no extra cost to User(s).

11. Sound and Audio-Visual Needs:

Unless User(s) have reserved use of the sanctuary, all sound and audio visual equipment is to be provided by the User(s). If the User(s) have reserved use of the sanctuary, User(s) understands that sound and audio visual equipment must be operated by a technician designated by First Alliance Church and furthermore agrees that any audio visual equipment belonging to First Alliance Church will not be used in a way that violates or infringes on the copyright laws regarding any materials used. **A fee of \$25.00 per hour will be assessed for the reimbursement of a Sound and Audio-Visual Technician.**

Indemnification Policy:

First Alliance Church shall, to the extent legally permissible, indemnify each person who may serve or who has served at any time as an officer, director, or employee of First Alliance Church against all expenses and liabilities, including, without limitation, counsel fees, judgments, fines, excise taxes, penalties and settlement payments, reasonably incurred by or imposed upon such person in connection with any threatened, pending or completed action, suit or proceeding in which he or she may become involved by reason of his or her service in such capacity; provided that no indemnification shall be provided for any such person with respect to any matter as to which he or she shall have been finally

adjudicated in any proceeding not to have acted in good faith in the reasonable belief that such action was in the best interests of First Alliance Church; and further provided that any compromise or settlement payment shall be approved by a majority vote of a quorum of directors who are not at that time parties to the proceeding.

Additional Notes:

First Alliance Church may not be used for any unlawful purposes.

First Alliance Church reserves the right to refuse to enter into a Facility User Agreement with any person(s) for any reason deemed necessary.

First Alliance Church cannot be sub-leased by User(s) for any reason.

Any changes to this agreement must be handwritten on the face of this original Agreement and shall be initialed by all parties hereto.

By signing this agreement, User(s) acknowledge the amount of the fees to be paid to First Alliance Church and agree to be responsible for payment in full in accordance with this agreement.

Consent and Release:

I have read this Agreement and hereby covenant and agree to all of the general terms and specific conditions set out and, in particular, hereby covenant and agree that I am personally responsible and obligated to pay all charges due First Alliance Church in accordance with the conditions outlined therein. I further acknowledge and agree that any breach of any of the conditions may result in the termination of my right to use the premises at the discretion of First Alliance Church.

User(s) **Date**

In consideration of the covenants and agreements made by the User(s), I hereby accept this application on behalf of First Alliance Church so as to permit the User(s) the right to use the premises at the time or times specified there in.

Representative of First Alliance Church **Date**

The leadership of First Alliance Church wishes for our guests to have a beautiful, fun, and memorable event, but request that the buildings, furnishings, and outside areas of First Alliance Church be treated with respect and kept in a beautiful condition for our next guests.