

First Alliance Church

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Facility User Agreement – For One-Time Use

User Name: _____

User Address: _____

Email Address: _____

Contact Number: _____ **Alt. Number:** _____

Date(s) of Event: _____ **Type of Event:** _____

Check-in Date/Time: _____ **Check-out Date/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 \$_____ 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 must be paid at least seven (7) days prior to the event, which date is _____.

Whereas, resource use is scheduled on a first-come, first-served basis. A non-secured date 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 reservation. 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 if the event takes place and the facility is returned in the same condition as received, based on a pre and post-event on-site inspection and approval of checklist (see Condition 7). Any post-event damages 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 and following the event.
- 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 facility is inspected following the event. 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 following the event. 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) is 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:

The deposit, usage fees and/or other fees may be paid in cash or check. Payment made with a personal check must be paid at least fifteen (15) days prior to the date of the event. Any check not honored by the bank may result in cancellation of the event, unless the deposit, usage fees, or other fees, plus assessed bank service charges, are paid in cash within five (5) days after notice to the User(s).

3. Cancellations:

If User(s) cancels for any reason within fourteen (14) days prior to the event date, all parties agree that a \$50.00 processing fee will be charged for cancelled reservations. If User(s)

cancels for any reason on or between fifteen (15) days to thirty (30) days prior to the event date, all parties agree that a \$25.00 processing fee will be charged for cancelled reservations. No processing fee will be charged for cancellations that occur more than thirty (30) days prior to the event date. Any remaining usage fees, or other applicable fees, paid in advance, shall be fully refunded to User(s) within two (2) weeks of cancellation.

Exceptions may be granted to return the security/deposit fees in full to the User(s) for extenuating circumstances. Such requests must be submitted in writing to First Alliance Church and will be evaluated by the designated representative of First Alliance Church. User(s) will be notified in writing within fifteen (15) days of the request. If the request for full refund is granted, a check will be attached to the letter, however; if the request is denied, the letter will state reasons for the denial.

If First Alliance Church, its officers, affiliates, agents, servants, employees, its personal representatives, successors and assigned agents must cancel any event for any reason that is not due to cancellation by User(s) or User(s)'s non-payment or non-compliance of the terms and provisions of this User Agreement, a full refund of the deposit and/or other applicable fees paid by User(s), shall be refunded to User(s) within five (5) days of cancellation, First Alliance Church is hereby released of any further liability from any and all foreseeable or unforeseeable damages.

4. Check-In and Check-Out Time:

Check-in and check-out times are strictly enforced in order to prepare First Alliance Church for other scheduled events.

5. Set-Up Time:

User(s) will be allowed to set up on the day of the event only. A \$50.00 per day set-up fee will be charged if User(s) requests set-up time on days other than the date of the event. For example, if the event is on Saturday and User(s) requests to set up on Friday evening, there will be a \$50.00 additional charge. Early set-up requests may be granted or denied by First Alliance Church based on the needs of the church, existing reservations, or any other factors.

6. Use of Property:

Upon arrival, the responsible party for the use of the facility must check-in with the designated representative of First Alliance prior to setup to review responsibilities and policies. The responsible party will be held accountable for the action of all the participants.

User(s) is expected to utilize only rooms and areas specified in the User 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 by User(s) prior to check-out time. 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. The User(s) must furthermore provide a policy for childcare providers at least fifteen (15) days prior to the event, 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.

7. 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 the event.

The following general cleaning is required at the conclusion of the event:

- a. Pick up all trash both inside and outside of the building.
- b. Bag all trash and place in the dumpster outside the door to the kitchen.
- c. Put clean trash liners (bags) in trash cans.
- d. Wipe down all tables and countertops.
- e. Remove all decorations and other party materials, ensuring that all tape and putty are removed.
- f. Remove all food and other items from the kitchen and refrigerator that was brought by User(s).
- g. Sweep, vacuum, and/or mop all floors. Please note that all mop water should only be dumped in the utility room sink.

8. 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.

9. 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.

10. 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.

11. Wireless Internet Services:

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

12. Sound and Audio-Visual Needs:

Unless User(s) has reserved use of the sanctuary, all sound and audio visual equipment is to be provided by User(s). If User(s) has reserved use of the sanctuary, sound and audio visual equipment must be operated by a technician designated by First Alliance Church and scheduled at least 15 days in advance. **A fee of \$25.00 per hour will be assessed for the reimbursement of a Sound and Audio-Visual Technician.** User(s) 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.

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.

Last Updated: 11/24/2017