



MOUNTAIN SPRING BAPTIST CHURCH

MAILING ADDRESS:
PO Box 97, Pendleton, SC 29670

MOUNTAINSPRINGBC.ORG
info@mountainsspringbc.org
(864) 261-6117

FACILITIES USE AGREEMENT

The person signing this agreement and the organization on whose behalf the Facility use is being made (collectively the “user”) are responsible for compliance with this agreement. All Users are required to read and sign the Facility Use Agreement as part of this process. Please read carefully, fill out Facility, User, and event sections, initial at the bottom of each page, and sign in the signature page at the end of this document.

1. FACILITY INFORMATION

Name of Facility: _____

Address/Area/Location of Facility: _____

2. USER INFORMATION

Contact name: _____

Tel.: _____

Organization: _____

Address, City, State, Zip: _____

3. EVENT INFORMATION

Description of event: _____

Date of event: _____ Estimated attendance: _____

Time of event (incl. set up): _____ Time event ends (incl. clean up): _____

Open to the public? _____ Will minors be present?: _____

Initials: _____

Admission fee charged? _____ Will there be music?: _____

Type of music: _____

Will food be served? _____ Will food be sold?: _____

4. CONDITIONS OF USE

A. RESERVATIONS

1. A person who is at least eighteen (18) years of age must sign this agreement.
2. User shall provide Mountain Spring Baptist Church a single contact who is to serve as the representative for User's activities.
3. The facility shall be used for the purpose stated in this agreement and no other use will be permitted.
4. User's publicity of the event shall clearly and accurately identify the name of the sponsoring organization or individual.
5. User shall permit any Mountain Spring officers, employees, or agents to visit the event described in this agreement.
6. The facility will be open and a Mountain Spring Baptist Church resource person on duty during the event.
7. Under no circumstances shall User sublease or allow any other organization or individual to use the Facility for the period for which User has contracted.

B. FEES

1. Mountain Spring Baptist Church may require a user fee and/or a deposit from User.
2. Any User holding a reservation for the use of Mountain Spring Baptist Church facilities and desiring to cancel such reservation may be subject to the withholding of a portion of or the entire user fee for the Facility.
3. Mountain Spring Baptist Church may charge an additional amount of double the regular user rate for any event continuing past the ending time stated in this agreement.
4. In the event the Facility is left damaged, User shall be charged for all janitorial and/or repair fees incurred by Mountain Spring Baptist Church as a result of same and these fees shall be billed to User.

Initials: _____

C. INDEMNIFICATION AND INSURANCE

1. User shall indemnify, defend, and hold harmless Mountain Spring Baptist Church, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with User's use or occupancy of the Facility and adjoining property, unless solely caused by the gross negligence or willful misconduct of Mountain Spring Baptist Church, its officers, employees, or agents.
2. User shall report any personal injuries or property damage arising at any time during and/or arising out of or in any way connected with User's use or occupancy of Mountain Spring Baptist Church facilities and adjoining property to the Mountain Spring Baptist Church Administrator or his/her designee, in writing and as soon as practicable.
3. User waives any right of recovery against Mountain Spring Baptist Church, its officers, employees, and agents for fires, floods, earthquakes, civil disturbances, regulation of any public authority, and other causes beyond their control. User shall not charge results of "acts of God" to Mountain Spring Baptist Church, its officers, employees, or agents.
4. User waives any right of recovery against Mountain Spring Baptist Church, its officers, employees, and agents for indemnification, contribution, or declaratory relief arising out of or in any way connected with User's use or occupancy of the Facility and adjoining property.

D. SECURITY

1. Mountain Spring Baptist Church, at its sole discretion, may employ the use of safety officers for the event.
2. User is solely responsible for supervising all individuals at the Facility and adjoining property during the event. Mountain Spring Baptist Church is not responsible for providing this supervision. However, Mountain Spring Baptist Church may evict individuals from the Facility during the event if their conduct is not in the best interest of the public or is deemed to be detrimental in any way.

E. SET UP / CLEAN UP / DECORATIONS

1. User, caterers, equipment, and related individuals and activities will not be permitted access to the Facility prior to or after the event time period. User shall be responsible for arranging access during the time requested for entry and exit of the Facility.
2. User shall not drive or permit to be driven nails, hooks, tacks, screws, poles, stakes or other forms of fasteners into any part of the Facility and shall not make or allow to be made any alterations of any kind therein.

3. User shall be responsible for all clean-up of the Facility at the end of the use. User shall pick up, bag, and remove all trash generated by all activity in any way connected with its use of the Facility, leaving the Facility clean and free of all trash and litter.

F. EQUIPMENT / ACCESSORIES

1. User shall not remove, relocate, or take property outside of the Facility for any reason without the prior written approval of Mountain Spring Baptist Church.
2. Audio/visual systems, public address systems, spotlights, floodlights, or projectors may be brought into the Facility for their use.

G. MISCELLANEOUS

1. User shall comply with all local, state, and federal laws and regulations related to the use of the Facility.
2. User shall not admit a larger number of individuals than can lawfully, safely, and freely move about the Facility.
3. Gambling of any kind is not permitted at the Facility.
4. Smoking is not permitted at the Facility.
5. Having or consuming alcoholic beverages at the Facility is not permitted.
6. No animals are permitted at the Facility, except for guide dogs.
7. If User violates any part of this agreement or reports false information to Mountain Spring Baptist Church, we may refuse User further use of the Facility and User shall forfeit a portion of or all of the user fee and/or the deposit.
8. Mountain Spring Baptist Church may impose additional requirements as deemed necessary to protect the health, safety, and/or welfare of the community.
9. If any provision of this agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

IMPORTANT –
READ BEFORE
SIGNING

I am an authorized agent of the organization submitting this agreement. The information provided in this agreement is true and correct. I have read and understand this agreement and agree to all of the aforementioned rules and conditions of use.

Signature _____

Print name _____

Organization _____

Address _____

Telephone: _____

[Mountain Spring Baptist Church] USE ONLY

User Fee Amount: _____ Deposit: _____ Total paid: _____

Approved _____

Disapproved _____

Date _____

By _____

Deposit Amount Returned:

Initials: _____