

THOMAS PRESBYTERIAN CHURCH

1068 Linden Road
Eighty-Four, PA 15330

FACILITY UTILIZATION AND GUIDELINES

Approved 2009

The primary function of Thomas Presbyterian Church's (hereinafter known as "the church") facilities is to be a place of worship and spiritual edification for the community and a center of the spreading of God's Word throughout the world.

- These guidelines have been developed so that the church may fulfill this function to reach out to our community in the name of Jesus Christ.
- The facilities shall be made available first, without cost, for the work of the church and its affiliated organizations. Outside organizations or individual members will not be assigned any areas of the facility which are normally scheduled for the church or affiliated group activities.
- The facilities may otherwise be made available to non-commercial, non-profit organizations for the civic, cultural, and educational activities of the community, which we serve, providing that the function is consistent with ethical and moral tenets of the church.
- All requests for the use of the church must be directed to the church office which has the authority to grant or deny permission based on these guidelines.
- These guidelines are subject to change by the Session of the church.

APPLICATIONS

1. Applications for facility use are available in the church office
2. Application for facility use should be filed at least 4 weeks prior to the function
3. After the application has been acted upon, a copy will be returned to the person designated on the application
4. Non-Affiliated organizations that carry insurance are required to forward a copy of their certificate of insurance with their application. If the organization continues to operate on a regular basis, the insurance certificate needs to be updated yearly, based on the date the organization first applied. No action will be taken on any application until a current certificate of insurance has been received
5. The representative signing this agreement must be at least 21 years of age and must be on site during the event.
6. The person requesting the facility will be held responsible for the care, use, and cleanup of the facilities
7. The Facility Use Application and all information submitted and pledged on that form, is part of this agreement. Please refer to it for details of the event.

8. A key to the facility may be obtained from the church office at least 2 days in advance of the event and should be returned to the church office no later than 24 hours following the event. Failure to return the key will result in forfeiture of the deposit.
9. User is responsible for contacting the Business Manager to arrange times for set-up and tear-down
10. Unless special arrangements have been made the church must be vacated by 10:00 PM

CONDITIONS

1. NO games of chance, political events, or for-profit events will be permitted
2. Alcoholic beverages, smoking or any illegal activities are not allowed anywhere on church property
3. All persons present for the activity must remain only in the part of the facilities being designated for the group. There is no roaming or loitering in other areas of the facilities during the event.
4. Groups may not exceed the maximum occupancy of the facilities
5. Thermostats are not to be adjusted. If it becomes necessary to adjust any thermostats, it must be done by a custodian or church staff
6. Request for the use of the Christian Life Center (CLC) kitchen must be made at the time of the original request for facility use and requires appropriate instruction prior to use
 - a. Arrangements for instruction on how to use the CLC kitchen equipment should be arranged with the TPC Business Manager
 - b. A \$50 fee in addition to the facility use fee will be charged for use of the kitchen
 - c. User is responsible for breakage of kitchen all equipment including dishes, etc. and will be billed for any breakages
 - d. The facility must be clean and left in the condition in which it was found. Failure to do so will result in forfeiture of the deposit
7. During the set-up or clean up, the facility may not be left unattended
8. Children are always to be under adult supervision. The classrooms are not to be used for childcare or play without prior approval.
9. No animals are permitted inside the facility except for trained service animals
10. The User is responsible for any deliveries made to the church for the event and must be on site to receive the deliveries including caterers and florists
11. User is responsible to turn off lights and lock all outside doors
12. Any part of the facility used, not cleaned and left in the condition in which it was found will result in forfeiture of the deposit
13. Cleaning and repair expenses will be assessed if damage occurs in excess of the deposit. Additional costs will be charge to the person responsible and/or organization and User agrees to make reimbursement promptly
14. The church agrees to return the Deposit approximately two weeks after the activity, less any damage charges, personal property loss, or extra cleaning costs, or otherwise
15. Interest shall not be paid on the Deposit
16. In case of EMERGENCY (i.e., you have locked yourself out of the facility) call the church

representative _____ (to be completed by church office). There will be an additional \$35.00 fee for this service, payable at the time of the request.

CARE OF FACILITIES

1. All organizations or groups using the facilities are liable for any damage to the buildings, furniture, and equipment being used
2. The church staff is required and has the authority to expel any individual who is abusing the privileges granted by the church
3. Do not drag chairs or tables across the floor or mark it in any
4. The member requesting and attending the event is responsible of disposing of any trash and garbage
5. Food and beverage spills must be cleaned up immediately
6. Additional instructions for closing the CLC can be found in the kitchen and a copy will be give to you with your application
7. All decorations must be temporary and need to be approved by the Business Manager. Posters, decorations, and any other displays shall be permitted with permission and shall be completely removed at close of the event
8. Skateboarding, rollerblading, and the use of hockey sticks inside the facilities are prohibited
9. Any part of the facility used must be left in the condition in which it was found

CONTRIBUTIONS

1. All contributions and Security Deposits for the use of the facilities are to be forwarded to the church office no later than thirty (30) days prior to the event. Failure to forward the requested contribution may result in forfeiture of the scheduled space.
2. Checks are to be made payable to *Thomas Presbyterian Church*
3. Contributions made by members or non-members who reserve space and fail to appear are not refundable
4. The total refundable contribution for the usage of the facility is \$_____
5. If a Security Deposit is required, the amount of \$_____, is being made
6. One half (1/2) of the contribution should be paid when the agreement is signed
7. The balance shall be paid in full within thirty (30) days prior to the User's activity
8. If said balance is not paid as provided, User agrees that the Deposit and rental date shall be forfeited
9. User agrees that the deposit is forfeited if the User cancels, for any reason
10. Contributions requesting multiple facilities, occupation of facilities, occupations of facilities for periods exceeding one day of involving groups exceeding 250 people will be reviewed separately and an appropriated contribution will be assigned.
11. There is a fee of \$35.00 for all returned checks

LIABILITY AND INDEMNITY

1. User agrees to defend, indemnify and hold harmless the Church, its officers and employees, from and against any and all claims, suits, demands, losses, defense costs, liability for damages whatsoever cause to any person or to the property of any person occurring during the term of this agreement and resulting from the use or occupation of the premises or grounds, including any sidewalks and parking areas.
2. Further, User shall indemnify and hold harmless the Church, its officers and employees from and against all claims or suit for loss, liability or damages of whatever nature arising from any accident, injury or damage occurring on the premises or grounds where such accident, damage or injury results. User will be held solely liable for any accident, loss or damage. The User shall indemnify the Church, its office, and employees for all expenses (including reasonable attorney fees) incurred in defending such claims.
3. User shall indemnify and hold harmless the Church from and against all claims for loss, liability or damages of a claim to have resulted from an act or omission on the part of the User, User's contractors, licensee, agents, invitees, visitors, servants or employees.
4. Any questions or disagreement concerning any matter not written or described clearly herein will be decided entirely on the discretion of the Church.

The person signing this document will be considered by the Church to be the responsible party who will be present at the event and will ensure that the event is conducted in a manner that upholds the Church's purpose.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year written below.

USER:

CHURCH:

By _____
Signature of responsible person

Representative of the Church

Print Name

Print Name

Date: _____

Date: _____