

First Southern Baptist Church
Church Facilities and Equipment Use Agreement

This form shall be submitted to the church office at least two (2) weeks prior to the event.

Date of Request: _____ Date of Event: _____

Requesting Individual/Organization (User): _____

Address: _____

Contact Person/Phone/Email: _____

Please state whether you are a:

Church Member Church-Sponsored Ministry Non-Member

If User is a non-member, please briefly state the individual or organization's purpose & mission:

Please list the non-member individual or organization website: _____

Purpose or Program: _____

If use is for a wedding, please state the name of:

Bride _____ Groom _____

First Southern Baptist Church of Kingman, Arizona (FSBC) is not responsible to provide any special equipment or personnel unless it has been specifically agreed to by FSBC and User, and the specific related terms have been set forth on the attached Exhibit "A."

The undersigned has been given authority to act for and be responsible for the User making this application. User will see that the facilities and premises are not misused or abused, that there is proper adult supervision at all times, that the facilities and premises are used in conformity with all FSBC policies and regulations, and that all other terms of this agreement are adhered to and followed.

The undersigned understands and agrees that this agreement does not establish an employer-employee relationship between User and FSBC, that the event is neither a conducted event nor a sponsored event of FSBC. In addition, it is understood that FSBC will not exercise any physical or other control over the operation of the event other than those already spelled out in this agreement. In addition, User understands that FSBC is not providing any supervision by this agreement.

User understands that no promises are made other than what is contained in this agreement, that no warranties have been made that the facilities and premises will be adequate for User's planned use, and that User accepts the facilities and premises in an AS IS condition.

User has inspected the facilities and premises to be used and has independently determined that they are suitable and safe for their particular purpose.

User at its sole cost and expense shall maintain during the date(s) of use of this agreement public liability insurance insuring against all liability of User, FSBC, and their authorized representatives arising out of and in connection with User's use of the facilities and premises, with a single liability limit of:

\$500,000 \$1,000,000 \$_____ Waived by FSBC

User also at its sole cost and expense shall maintain during the date(s) of use of this agreement property damage limits covering the facilities and premises to be used of not less than:

\$500,000 \$1,000,000 \$_____ Waived by FSBC

FSBC shall be named as an additional named insured on the insurance policy purchased by User, which is the subject of this agreement. User agrees to provide FSBC with a copy of the certificate of insurance evidencing that it has complied with the agreement's insurance requirement.

Continued on reverse side

It is the intention of both User and FSBC that both the public liability and property damage insurance shall insure performance by User of the express indemnity provisions contained below. However, the limits of such insurance, or waiver of insurance by FSBC, shall not limit the liability of User hereunder.

User agrees to save, indemnify, and keep harmless FSBC against any and all liability, claims, judgments, or demands, including demands arising from injuries or illnesses or death of persons (User's employees included) and loss or damage to property, arising directly or indirectly out of obligations herein undertaken or out of the operations conducted by User, save and except claims or litigation arising through the sole negligence or sole willful misconduct of FSBC. It is the intention of the parties that the indemnity provided for by this agreement provides for indemnity to the fullest extent provided for by law.

User agrees to save, indemnify, and keep harmless FSBC against any and all liability, claims, judgments, or demands, including demands arising from injuries or illnesses or death of persons (User's employees included) and damage to property in which FSBC shall be named a defendant and which involves claims arising directly or indirectly from, as a result of, or in connection with User's use of the facilities and premises. It is the intention of the parties that the indemnity provided by this agreement provides for indemnity to the FSBC for FSBC's own acts of passive negligence that solely or contributorily cause liability to FSBC, but User is not indemnifying FSBC for FSBC's own acts of active negligence that solely or contributorily cause liability to FSBC.

User understands that FSBC does not allow its facilities to be used in a way that contradicts its faith or by persons or groups holding beliefs that contradict FSBC's faith.

To the best of User's knowledge the purpose for which User is requesting use of FSBC facilities and premises will not contradict FSBC's faith, and User commits to promptly disclose any potential conflict of which User is aware or become aware to FSBC staff.

User is not aware of any beliefs that are professed by User or any organization that will use FSBC's facilities under this agreement that contradict the beliefs of FSBC. User agrees to promptly disclose any potential conflicts in belief to FSBC staff.

Upon approval of the agreement, User will provide any security deposit, certificate(s) of insurance, and pay any other fees required and specified by FSBC.

User understands that FSBC does not allow its facilities to be generally available to the public, and that use of these facilities is subject to the pastor's approval, which is conditioned in part on User's agreement to the requirements in FSBC's facility use policies.

User will use or allow use of the church's facilities and premises only as requested and approved in Exhibit A.

User understands that user will be responsible for any damages to FSBC facilities and premises resulting from User's use of FSBC's facilities and premises.

FSBC believes disputes are to be worked out between parties without recourse to the courts. (Matthew Chapter 18 and 1 Corinthians Chapter 6) Accordingly, User agrees to attempt resolution of any disputes through Christian mediation.

By signing this document and using FSBC facilities and/or equipment, the User agrees to become familiar with and abide by the printed "Rules and Regulations for Use of Church Facilities and Equipment."

User

Signature/Date _____

Printed Name/Title _____

FSBC

Signature/Date _____

Printed Name/Title _____

**First Southern Baptist Church
Rental of Church Facilities and Equipment
Exhibit A**

Requesting Person/Organization: _____

Date(s) Requested: _____

Open Building Time _____ Program Start Time _____

Renter Arrival Time _____ Program End Time _____

Participant Arrival Time _____ Close Building Time _____

Admission Charge? Yes No If Yes, amount _____

Church equipment required?* Yes No

Church personnel required?* Yes No

See the reverse side of page for a list of equipment and personnel

Completed by User			Completed by FSBC
Facilities	Location	# Hours	Fee
AV Eqpt	Type	Qty	Fee
Sound Eqpt	Type	Qty	Fee
Chairs	Type	Qty	Fee
Tables	Type	Qty	Fee
	Start Time	Stop Time	Fee
Custodian			
AV/Sound			
Kitchen			
Other	Type	Qty	Fee
		Total Cost	

Use Deposit \$_____ Damage Deposit \$_____ Deposits due ___ days before event.

Cancellation: A full refund will be given if cancellation notice is given ___ days prior to the event. A fifty percent (50%) refund will be given for cancellation within two weeks of the event.

**First Southern Baptist Church
Facility Use Fee Schedule**

Facilities	Nonprofit	For Profit
Sanctuary	\$60/Hour	\$125/hour
Fellowship Hall	\$35/Hour	\$75/hour
Education Building Classroom	\$25/Hour	\$55/hour
Children Building Classroom	\$25/Hour	\$55/hour
Kitchen	\$25/Hour	\$50/hour
Parking Lot	\$20/Hour	\$40/hour
Playground	\$20/Hour	\$40/hour

Sound/AV Equipment

Sanctuary Sound System (Requires compensated church personnel)	\$25/Hour	\$50/hour
Wireless Microphone	\$5/Use	\$10/Use
Stand Microphone	\$5/Use	\$10/Use
Lapel Microphone	\$5/Use	\$10/Use
Piano	\$10/Use	\$10/Use
Theatrical Lighting System	\$10/Hour	\$10/Hour
Sanctuary Projector (Requires compensated church personnel)	\$10/Hour	\$20/Hour

Personnel (2 hour minimum)

Custodian	\$20/Hour	\$20/hour
Kitchen	\$20/Hour	\$20/hour
Sound/AV	\$20/Hour	\$20/hour

Other

Folding Chair	\$1/Each	\$2/Each
Upholstered Chair	N/A	N/A
Stool	N/A	N/A

First Southern Baptist Church
Rules and Regulations for Use of Church Facilities and Equipment

1. Church facilities or equipment shall not be used without prior approval.
2. Church facilities or equipment shall not be used for any event that is contrary to the church's doctrines or beliefs.
3. The church reserves the right to require that a compensated church representative be on site for any public use of church facilities.
4. Church equipment shall not be removed from church facilities without prior approval. Anyone removing equipment from church facilities shall sign it out and become fully responsible for its condition upon return.
5. Public use of church facilities shall not conflict with church programs.
6. The using organization shall be responsible for paying applicable church fees.
7. The church reserves the right to charge rental and/or damage deposits in amounts acceptable to the church.
8. Confetti or rice shall not be used within church facilities or on church property.
9. Alcoholic beverages, tobacco products and illicit drugs are not allowed in church facilities or on church property.
10. All individuals at the event shall be properly supervised to ensure orderly conduct, public and personal safety, and protection of church facilities and equipment.
11. Any individual acting in a disorderly, disrespectful or unsafe manner shall be promptly removed from church property.
12. Emergency responders shall be promptly notified in the event of a serious safety concern or serious injury.
13. Church staff shall be promptly notified of any damage to church facilities or equipment. Renter shall reimburse the church for the cost of repairs for any facility or equipment damage caused by the using organization or its participants.
14. If custodial services are not provided by the church, facilities shall be left clean and ready for use. If furniture has been moved, it shall be returned to the original locations.
15. All trash and food waste shall be placed in proper disposal containers.
16. Parties desiring use of church facilities for weddings or funerals shall make advance arrangements with the pastor. If the services of a minister other than the pastor are desired, arrangements must be made with the pastor and the guest minister extended an invitation to serve by the pastor.
17. The church reserves the right to require a certificate of general liability insurance in an amount acceptable to the church. The church shall be named as an additional insured on any required insurance.
18. The renter shall be solely responsible for and shall indemnify and hold harmless the church, its staff, its volunteers, and its members from any and all claims arising from the renter's use of church facilities or equipment.
19. Church facilities and equipment are provided "as is," and the church is under no obligation to make repairs prior to any renter's use of church facilities or equipment