

Capital West Christian Church

Facility Usage Agreement

Revised October 2019

This Usage Agreement is made this ____ day of _____ 20____, between Capital West Christian Church (LESSOR) and _____ (LESSEE).

LESSOR hereby leases to the LESSEE the use of the following area or areas:

	Main Building	Sanctuary
	Main Building	Sound & Video
	Main Building	Kitchen
	Main Building	Upstairs East Room
	Event Center	Main Room
	Event Center	Sound & Video
	Event Center	Kitchen

1. USAGE PERIOD: The usage period shall be on _____ 20____, from _____ to _____.
2. USAGE FEE: The total fee for the LESSEE’S usage of the PREMISES shall be _____ (\$_____). This amount shall be paid, in full, at least five (5) days before the commencement of the usage period.
3. FACILITY KEYS: One person shall be responsible for requesting facility keys prior to the scheduled event. The LESSEE shall ensure that 1) all exterior doors are locked after the event, 2) all facility keys are promptly returned to the Church Office following the event, and 3) that no facility keys are duplicated for any reason.
4. LESSEE’S PROHIBITED ACTIVITIES: LESSEE, its invitees or licensee **shall not**:
 - a. Engage in any conduct other than for the stated purpose in Section 5 of this Agreement.
 - b. Permit exits, halls, or passageways to become obstructed so as to interfere with the free/immediate passage of the public.
 - c. Change any lights or lighting fixtures.
 - d. Permit confetti on the PREMISES.
 - e. Permit, serve, or promote alcohol, tobacco, or illicit drugs on the PREMISES.
 - f. Permit dancing on the PREMISES.

5. PURPOSE FOR USE: LESSEE shall only use the PREMISES for the following purposes:

Request for special equipment must be submitted with this form. All equipment needs must be addressed no later than one week prior to the event.

6. LESSEE'S DUTIES: Unless otherwise agreed to by attachment, LESSEE shall:
- a. Provide adequate supervision if the event involves minors.
 - b. Return the PREMISES to the state of orderliness and cleanliness comparable to such conditions at the beginning of the usage period.
 - c. Empty all trash into the outside dumpster.
 - d. Leave PREMISES and all fixtures and furniture in the same condition as received.
 - e. Return all chairs and tables to the same configuration or orientation that LESSEE found them in.
 - f. See that all invitees and licensees leave the PREMISES at the end of the usage period.
 - g. Ensure that all exterior doors are closed and locked at the end of the usage period, and all keys to the PREMISES are promptly returned to the Church Office.

The duties listed in this section are not exhaustive and are in addition to any LESSEE duties mentioned in other sections of this AGREEMENT and its attachments.

7. DECORATIONS: LESSEE is permitted to decorate the PREMISES so long as such decorations do not deface, mar, or injure the paint, walls, fixtures, or furniture of the PREMISES. Further, LESSEE must remove all decorations immediately after the completion of the usage period, unless specific permission is granted to permit such decorations to remain.
8. If kitchen is used LESSEE will furnish all need supplies (plates, cups, napkins, plastic ware, etc.)
9. CONDITION OF PREMISES: LESSEE has inspected the PREMISES and found same to be suitable for its intended use, as stated in Section 5 of this AGREEMENT. LESSEE agrees to accept the PREMISES as-is without representation or warranty as to the conditions of the PREMISES.
10. CANCELLATION BY LESSOR: If LESSOR cancels this AGREEMENT due to building damage, weather, Acts of God, or for any other reason, LESSOR shall promptly refund to the LESSEE all monies paid, and neither party shall have any further responsibility or liability to the other party under this AGREEMENT. All church activities will be granted priority in scheduling.
11. CANCELLATION BY LESSEE: If LESSEE cancels this AGREEMENT for any reason whatsoever, LESSEE'S deposit shall be forfeited and remain with the LESSOR.
12. INDEMNITY and INSURANCE. LESSEE agrees to indemnify, hold harmless and defend LESSOR, all officers, agents, ministers, members, employees, successors and assigns of

LESSOR, from and against any liability arising out of LESSEE'S use and operation of the leased PREMISES, including liability to satisfy any claim or judgment arising out of such use and for LESSOR'S costs, including reasonable attorney's fees, in defending any such action. LESSOR shall not be responsible for any damage to contents belonging to LESSEE nor shall LESSOR be responsible for any injuries or damages to any person or property upon, arising from, or relating to the leased PREMISES. LESSEE shall, at LESSEE'S expense, maintain in effect bodily injury and property damage liability insurance in connection with the use of the leased PREMISES, in an amount of not less than \$500,000.00 for injury to or death of one person in any one accident or occurrence and in an amount of not less than \$1,000,000.00 for injury to or death of more than one person in any one accident or occurrence, and against liability for property damage of at least \$250,000.00, which insurance shall name LESSOR as an additional insured, proof of which insurance shall be provided by LESSEE to LESSOR. All insurance shall be with companies approved by LESSOR.

In the event of any injury of damage occurred, LESSEE must notify the LESSOR (Senior Minister) within twenty-four (24) hours of said injury or damage.

13. LOST OR STOLEN PROPERTY: LESSOR shall not be responsible for loss, theft, or destruction of LESSEE'S money or other personal property. LESSEE understands that LESSOR provides no security.
14. GENERAL CONDITIONS: This AGREEMENT represents the entire agreement between parties, and neither party shall be bound by any representation not set forth herein. This AGREEMENT shall bind the parties, their heirs, successors, personal representatives and/or assignees.
15. MISSOURI LAW, VENUE AND JURY TRIAL: The interpretation and enforcement of this AGREEMENT shall be governed by the laws of the State of Missouri. LESSEE agrees that venue of any action under or related to this AGREEMENT shall be in the Circuit Court of Cole County, Missouri. LESSEE further agrees to waive his/her right to a jury trial.
16. WEDDINGS: Because adequate time is needed to prepare church facilities for Sunday Services, we suggest Saturday weddings adhere to the following suggested schedule.
 - a. Weddings will not be scheduled for couples living together. The ministers may be willing to do these weddings "off-site".
 - b. Wedding and reception at church – schedule wedding no later than 2:00 p.m.
 - c. Wedding at church only – schedule wedding no later than 4:00 p.m.
 - d. No weddings will be scheduled on a Sunday, holiday, or any other day that will conflict with the church calendar. All dates must be scheduled & cleared through the church office. Please complete a "calendar request form" ASAP from the office.
17. BUILDING USAGE FEES:

EVENT	MEMBER FEE	NON-MEMBER FEE
Main Building (Non-Wedding)		
½ Day (4 Hours)	\$25.00	\$65.00
Full Day	\$50.00	\$125.00
Sound/Video System ½ day	\$50.00	\$50.00
Sound/Video System full day	\$100.00	\$100.00
Event Center (Non-Wedding)		
½ Day (4 hours)	\$25.00	\$100.00
Full Day	\$50.00	\$200.00
Sound/Video System ½ day	\$50.00	\$50.00
Sound/Video System 1 Day	\$100.00	\$100.00
Wedding & Rehearsal Fees		
Counseling (For the Assessment Used)	\$35.00	\$35.00
Minister (Counseling, rehearsal & wedding)	\$100.00	\$200.00
Main Building	\$100.00	\$500.00
Event Center - Reception	\$100.00	\$500.00
Sound Tech Ceremony	\$50.00	\$100.00
Video Tech Ceremony	\$50.00	\$100.00
Instrumentalist	Honorarium	Honorarium
Vocalist	Honorarium	Honorarium

All fees are to be paid by the last counseling session.

18. DEPOSIT: LESSEE agrees to a deposit in the amount of One Hundred Dollars (\$100.00) for full day events. The deposit is refunded only if the PREMISES are left in accordance with the terms of this AGREEMENT.

LESSEE hereby acknowledges and warrants that LESSEE has carefully read, understands, and agrees to the terms and provisions of this AGREEMENT.

Capital West Christian Church

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(sign)

(sign)

CHURCH FACILITY USE POLICY

Statement of Purpose

The church's facilities were provided through God's benevolence and by the sacrificial generosity of church members. The church desires that its facilities be used for the fellowship of the Body of Christ and always to God's glory. Although the facilities are not generally open to the public, we make our facilities available to approved non-member persons and groups as a witness to our faith, in a spirit of Christian charity, and as a means of demonstrating the Gospel of Jesus Christ in practice.

However, facility use will not be permitted to persons or groups holding, advancing, or advocating beliefs, or advancing, advocating, or engaging in practices that conflict with the church's faith or moral teachings, which are summarized in, among other places, the church's constitution and bylaws. Nor may facilities be used for activities that contradict, or are deemed by the pastor as inconsistent with, or contrary to the church's faith or moral teachings. The pastor, or his official designee, is the final decision-maker on whether a person or group is allowed to use church facilities.

This restricted facility use policy is necessary for two important reasons. First, the church may not in good conscience materially cooperate in activities or beliefs that are contrary to its faith. Allowing its facilities to be used for purposes that contradict the church's beliefs would be material cooperation with that activity, and would be a grave violation of the church's faith and religious practice. See 2 Corinthians 6:14; 1 Thessalonians 5:22.

Second, it is very important to the church that it presents a consistent message to the community, which the church staff and members conscientiously maintain as part of their witness to the Gospel of Jesus Christ. To allow facilities to be used by groups or persons who express beliefs or engage in practices contrary to the church's faith would have a severe negative impact on the message that the church strives to promote. It could also be a source of confusion and scandal to church members and the community because they may reasonably perceive that by allowing use of our facilities, the church is in agreement with the beliefs or practices of the persons or groups using church facilities.

Therefore, in no event shall persons or groups who hold, advance, or advocate beliefs, or advance, advocate, or engage in practices that contradict the church's faith use any church facility. Nor may facilities be used in any way that contradicts the church's faith. This policy applies to all church facilities, regardless of whether the facilities are connected to the church's sanctuary, because the church sees all of its property as holy and set apart to worship God. See Colossians 3:17.

Approved Users and Priority of Use

The pastor or official designee must approve all uses of church facilities. Priority shall generally be given to members of the church, their immediate families, and organized groups that are part of the ministry, organization, or sponsored activities of the church. Church facilities and equipment will be made available to non-members or outside groups meeting the following qualifications:

1. Groups or persons requesting facility use must affirm that their beliefs and practices and planned uses of the facilities are in harmony with the church's faith and practice.
2. The group or person seeking facility use must submit a signed "Facility Reservation Request and Agreement" form.
3. The group or person seeking facility use must be willing to take responsibility for the facilities and equipment used and must agree to abide by the church's rules of conduct for facility use, as stated and as described in any additional instructions by church staff.

FACILITY RESERVATION REQUEST AND AGREEMENT

I affirm that:

1. I understand that the church does not allow its facilities to be used in a way that contradicts its faith or by persons or groups holding beliefs that contradict the church's faith.
2. To the best of my knowledge the purpose for which I am requesting use of church facilities will not contradict the church's faith, and I commit to promptly disclose any potential conflict for which I am aware or become aware to church staff.
3. I am not aware of any beliefs that are professed by me or the organization I represent and which is requesting use of the church's facilities that contradict the beliefs of the church. I agree to promptly disclose any potential conflicts in belief to church staff.
4. I understand that upon approval of my facilities use request, I will need to provide a security deposit in the amount of \$_____, a certificate of insurance for at least \$_____ of coverage, and any other fees required by the church.
5. I understand that the church does not allow its facilities to be generally available to the public, and that my use of these facilities is subject to the pastor's approval, which is conditioned in part on my agreement to the requirements in the "Church Facility Use Policy", a copy of which I have read and understood.
6. I understand that I will be responsible for any damages to the church facilities resulting from this proposed use of facilities.
7. The church believes disputes are to be worked out between parties without recourse to the courts. See, generally, Matthew chapter 18 and 1 Corinthians chapter 6. Accordingly, users of the facility agree to attempt resolution through Christian mediation, and failing that to submit to binding arbitration through the American Arbitration Association, or any other mutually acceptable arbitration service.

Signature

Printed Name

Date