



# Facility Usage Contract

*A Christian Church for all People*

3600 Erie Boulevard East | DeWitt, NY 13214 | T: 315-445-0331 | FAX: 315-445-2769

**Organization Information:**

Name of Organization/Person: \_\_\_\_\_  
Type of Organization: \_\_\_ Non-Profit, \_\_\_ Profit, \_\_\_ Church Related      Contact Person: \_\_\_\_\_  
Phone Number: \_\_\_\_\_      E-mail: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_

**Credit Card Information:**

Name on Credit Card: \_\_\_\_\_      Billing Address: \_\_\_\_\_  
Type of Card (circle): MC   Visa   Discover   AmExp      Credit Card Number: \_\_\_\_\_  
Expiration Date: \_\_\_\_\_      Security Code Number (3 or 4 on back of card) \_\_\_\_\_  
Payment Method (circle): Cash,   Credit,   Check

**Building Usage Information:**

\*Purpose: \_\_\_\_\_  
Type of Function (circle): Meeting, Sport Group, Breakfast, Lunch, Supper, Dessert  
If other, specify: \_\_\_\_\_  
Start Date: \_\_\_\_\_      End Date: \_\_\_\_\_      Frequency: \_\_\_\_\_ per Week /Month (**Circle One**)  
Time of Use (Total time building is needed from, including set-up and tear-down): \_\_\_\_\_ to \_\_\_\_\_  
Room(s) Needed (check): \_\_\_ Sanctuary, \_\_\_ Parlor, \_\_\_ Library, \_\_\_ Miller Commons, \_\_\_ Class Room (#\_\_\_), \_\_\_ Fellowship Hall,  
   \_\_\_ FH Kitchen, \_\_\_ Loft, \_\_\_ Miller Commons Kitchen, \_\_\_ Other  
Size of Group Attending Event: Adults- \_\_\_\_\_      Minors- \_\_\_\_\_  
Materials Needed (circle): Coffee maker, Table cover (#\_\_\_), Piano, Podium, Special Table Set-up  
Number of Tables: \_\_\_\_\_      Number of Chairs: \_\_\_\_\_      Equipment to Use: \_\_\_\_\_

***\*Please submit any marketing material to be used for this event (i.e. Registration Form, Brochure, etc.)***

**Office Use Only:**

**Total Fee:** \_\_\_\_\_      **POLICY DATE(S) OF COI:** \_\_\_\_\_

Contract Expiration Date: \_\_\_\_\_  
Reserved in computer by: \_\_\_\_\_      Date: \_\_\_\_\_  
Event reviewed by:  
Office Staff- \_\_\_\_\_      Facilities Staff- \_\_\_\_\_      Admin. Staff- \_\_\_\_\_  
   (Initial and Date)      (Initial and Date)      (Initial and Date)

Credit Card Information (to hold date and time of event): \_\_\_\_\_

Special Request / Notes: \_\_\_\_\_

**Contract:**

\_\_\_\_\_ (Lessee) agrees to purchase and maintain the following kinds and limits of insurance with respect to Lessee's use of the premises at Dewitt Community Church:

- A. Workers Compensation and Employer's Liability. Limits not less than those required by law.
- B. New York State Disability Insurance. Limits not less than required by law.
- C. Comprehensive General Liability Insurance Including:
  - Premises-Operations
  - Products/Completed Operations
  - Contractual
  - Personal Injury Liability

Each Policy shall have Bodily Injury and Property Damage Liability limits not less than:

- \$1,000,000 per occurrence
- \$2,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Personal and Advertising Injury Aggregate
- \$2,000,000 General Annual Aggregate

Dewitt Community Church, its officers, directors and employees shall be included as additional insured for liability coverage and such coverage shall be Primary Insurance Protection on behalf of these additional insured.

D. Automobile Liability Insurance including Non-Owned and Hired Automobile Liability with a limit not less than: \$1,000,000 per occurrence for Bodily Injury and Property Damage Liability.

E. Lessee shall defend, indemnify and hold Dewitt Community Church harmless from any and all damages, costs, expenses, including reasonable attorneys' fees and liability which either (i) arise from or are in connection with any the use and occupancy of the lessee of the premises, (ii) arise from or are in connection with any act or omission of lessee, lessee's agents or employees, or (iii) result from the negligence of lessee or lessee's agents or employees or failure of lessee to comply with any of the covenants, terms or conditions of this agreement.

F. Lessee is responsible for the protection of its personal property and/or the property of others while in or upon the premises of Dewitt Community Church and assumes responsibility for all damage of any nature, including theft of such property. Lessee agrees that Dewitt Community Church has no liability for the damage, destruction, loss or disappearance of the property of others.

G. All cancellations **must be received at least 48 hours before the start of the event** and registration refunds are subject to a \$20 cancellation fee. Cancellations must be received by e-mail (aeighmey@dewittchurch.org), fax (315-445-2769 ATTN: Alyssa Eighmey, or by U.S. mail (3600 Erie Boulevard East, DeWitt, New York 13214) No refunds will be made for requests received after that time. In the event of inclement weather, lessee will not be held responsible for complying with the 48 hour cancellation policy, but notification is required.

I agree to abide by the facilities guidelines and policies and fully understand the breakdown of charges for this rental. I will forward this contract and the payment in full at least one week prior to the event. Failing to comply with these standards will forfeit the rental.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

## DeWitt Community Church

### Rules & Regulations—Rental Facilities

The Board of Trustees has established the Rules and Regulations hereinafter enumerated for the following reasons:

1. To require all members in good standing renting facilities at the Church Complex to comply with the New York State Alcoholic and Beverage Law.
2. To be considerate of the adjacent property owners/tenants in view of the fact that DeWitt Community Church is situated in a residential neighborhood.
3. To maintain clean and orderly Church facilities.

Any members in good standing requesting to rent any facility must agree to abide by the following:

1. To rent the facilities the parishioner must be a member in good standing for a minimum of one year.
2. No liquor shall be sold on the Church Complex premises.
3. Beer and wine permits must be obtained from the New York State Liquor Board prior to the event. Permit shall be filed in the Church office 5 days prior to the event.
4. No person under the age of 21 years shall be permitted to sell wine or beer.
5. All functions held on the rented premises shall cease at 11:00 PM. The Board of Trustees recommends all written announcements and tickets relative to the event specifically state the event will conclude at 11:00 PM.
6. The rented facilities shall be left in a clean and orderly manner.
7. No reference to beer and wine may be included in the price of ticket, admissions or donations.
8. No smoking shall be permitted on the Church Complex.
9. Do not dispose of grease in the kitchen sinks, put grease in a plastic bucket.

#### RENTAL RATES

(DEPOSIT, CLOSING/SECURITY FEE & RENTAL AMOUNTS ARE DUE AT TIME OF BOOKING TO RESERVE DATE)

Rental Rates:

\_\_\_\_\_ \$150 Deposit (non-refundable if Event is Cancelled)

\_\_\_\_\_ \$ 50 Closing/Security Fee

\_\_\_\_\_ \$350