

AGREEMENT FOR USE OF FACILITIES

WINTERGARDEN PRESBYTERIAN CHURCH, INC. (USA)

Adopted by Session of Wintergarden — February 2020

All individuals or groups (Event Sponsor) using the Wintergarden facilities will abide by the rules and regulations provided by the church in writing and agree to make an adequate donation to cover the cost of utilities, maintenance, wear, and actual cost of renting materials and/or equipment.

1. All individuals and groups using the Wintergarden facilities agree to indemnify, protect, save, and keep harmless Wintergarden Presbyterian Church, its officers, assigns, agents, and employees regardless of responsibility for negligence, from any and all law suits, liabilities, damages, injuries, claims, demands, and expenses including legal expenses of whatever kind and nature arising on account of the usage of the Wintergarden Presbyterian Church facilities, equipment, or materials.
2. All individuals and groups agree to bear all risks of loss and indemnify Wintergarden Presbyterian Church against damage, theft, loss or destruction, partial or complete except that which occurs as a result of the negligent or willful acts of Wintergarden Presbyterian Church. This covenant of indemnity shall continue in full force from the time of the first arrival to the time of the last departure.
3. All individuals and groups shall have insurance in place. The Certificate of Insurance shall name Wintergarden Presbyterian Church as the certificate holder and listed as an additional insured with the following wording attached: *“The insurance provided for the insured scheduled is primary insurance. Any other insurance maintained by the insured will be considered excess over and non-contributory with the insurance provided by this policy.”*
4. All requests for space are to be timely and to be coordinated through the church designated coordinator who maintains the master church calendar. A contact person must be designated for each group and that person will be responsible for adherence to all church regulations. All usage is to be scheduled not less than thirty days in advance. No group is to have carte blanche use of church facilities.
5. Space is allocated based upon the number of people participating and any special activity needs they may have. Personal group desires will be considered but ultimately the decision as to which specific room is to be assigned resides with the designated coordinator.
6. Space is available on first come, first serve basis. Wintergarden Presbyterian Church reserves the right to deny or cancel permission to use the facilities by any group.
7. Damage to church equipment and/or facilities is to be reported immediately. If, in the judgment of the designated coordinator, the damage was a result of actions beyond the normal use of the property or equipment, the group using the facility would be expected to reimburse the church for any expenses needed for repair or replacement. In the event of an emergency due to injury or fire, the staff person on duty is to be notified immediately.

8. Any special table and/or chair configurations made to the arrangements of chairs and tables need to be put back in the original formation before locking up the building.
9. If the groups have audio/visual equipment needs, they are to be communicated at the time of scheduling. They are expected to use care in using the equipment. Any damage that occurs through such use is to be reported immediately to the staff person on duty. The group responsible for damage to equipment is also responsible for repair or replacement. The church shall correct and repair damage, and bill the group involved. Church musical equipment is not available except through the written permission of the Director of Music at his/her discretion. Training on equipment will be required before usage.
10. Under no circumstances will any person or organization install any software on church computers. All computer data disks, CD and/or DVD must be scanned for viruses prior to being run on any church computer.
11. Adult supervision is required at all times with any groups that involve children and youth under the age of 21. For persons working with children and youth, it is the responsibility of the designated contact person to ensure that the adults are aware of and agree to follow all current safety guidelines for the protection of children and youth.
12. The sanctity of the church buildings such as the Sanctuary and the Memorial Garden is to be observed at all times. Children are not to be permitted to play in these areas. Adult leadership is to use these opportunities to educate the children on the proper respect for the Wintergarden Presbyterian Church property.
13. The kitchen area is not open for general use, unless agreed upon ahead of time.
14. The use of alcohol or illegal substances is strictly prohibited on campus. Smoking is prohibited inside any campus building. Smoking outside the building will be in a designated area only.
15. No group may hold any form of fund raising event unless approved by the Session of Wintergarden Presbyterian Church.
16. Animals are not permitted in the buildings unless they are service animals or have prior approval by the designated coordinator.

I UNDERSTAND AND AGREE TO ABIDE BY THE ABOVE CONDITIONS FOR USE OF FACILITIES.

Signature _____ Date _____

Name printed _____

Organization _____ Date Requested _____

Events Coordinator Signature _____ Date _____