

Facility Rental Agreement

The Union Missionary Baptist Church, hereinafter referred to as UMBC, agrees to lease space in the Union Missionary Baptist Church, 1100 N. Macedonia Ave, Muncie, IN, to the person or organization listed below as "Lessee":

Lessee:

Contact Person:

Billing Address:

Phone: _____ Fax: _____

Email: _____

Event Information

Event Title:

Event Date: _____ Estimated Attendance: _____

Start Time: _____ End Time: _____

Prep Start Time: _____ Prep End Time: _____

GUIDELINES FOR FACILITY USE POLICY

- Any use of the facility must reflect the image of this part of Christ's body in this community. Users must refrain from any behavior, language, or actions which are considered objectionable.
- UMBC Officers, Trustees, and Staff reserves the right to refuse anyone use of the facility or disallow certain parts of a ceremony if they detract from a respectable image.
- Activities of the local body will have first priority in scheduling. A calendar will be maintained by the Facility Use Ministry for scheduling. An interview may need to be arranged with a UMBC Officer or Trustee in order to assist the appropriateness of the intended use of the facility.

FEES

- The cost is \$150 for use of the sanctuary or the multi-purpose room
- To rent the entire building, the lessee will pay a fee of \$200.
- Depending on media need, an additional fee of up to \$50 may be charged to compensate the media technician. Only a member of this congregation's Media Ministry will be allowed to operate the sound/video equipment.

Facility use fees will be paid by 3pm on the last business day prior to the scheduled event.

Entire Building (Main Building or Chapel)	200 (min 2 hours) \$50 each additional hour
Sanctuary, JFLC, or Chapel	\$150 (min 2 hours) \$50 each additional hour
Media Ministry Rep	\$50 (min 2 hours) \$25 each additional hour
Custodian Fees	\$50 (min 2 hours) \$25 each additional hour
Kitchen (Main Bldg or Chapel)	\$25 per hour
Classrooms	\$25 per hour

RULES FOR USE OF SANCTUARY

1. Care for the facility and equipment as if God was lending it to you...It is His!!
2. Use only those areas necessary for your purpose.
3. Pre-arrange any moving of tables, chairs, or pulpit furniture.
4. Music and dance must be appropriate for the facility.
5. No rice, bird seed or confetti is to be used.
6. Use of profanity, alcohol or tobacco, smoke or spit, is not allowed. Use of any will result in automatic suspension of use of facility.

RULES FOR USE OF MULTIPURPOSE ROOM

1. All activities must be supervised by an adult.
2. Use of profanity, alcohol or tobacco, smoke or spit, is not allowed. Use of any will result in automatic suspension of use of facility.
3. Music and dance must be appropriate for the facility.
4. Shirts must be worn at all times.
5. No turf shoes allowed.
6. No kick ball allowed.
7. All lights are to be turned off, doors locked, and trash bagged and put in the outside dumpster when the activity is over.
8. Use of kitchen utensils or dinnerware is allowed if previously arranged.
9. Cleanup and replacement are the responsibility of the user. Any broken furniture or equipment will be fixed or replaced at the "users" additional expense.

POLICY AND PROCEDURES

1. Use of the facility must not interfere with church activities. UMBC will provide at least 48 hours notice if at the discretion of the Pastor, an event must be postponed, cancelled, or moved to a secondary location within our facility.
2. Equipment must be left in its proper place and in clean condition.
3. User must report, and pay for, any equipment or property damage.
4. If building is used after normal opening hours, the user is responsible for maintaining the security of the building, and monitoring the occupancy of the building. Prior to leaving the building, the user is responsible for turning out all lights and securing all interior and exterior doors.

5. All events should wrap up at least 10 minutes prior to the end of the rental period to allow time for clean-up and disbursement of participants. Anyone found in the building after the rental period can be asked to evacuate.
6. The name of the church shall not be used as an endorsement.
7. Groups using the church must have references, or be known, or be sponsored by a member of the church.
8. The UMBC Officers, Trustees, or Staff may rescind or modify any part of the agreement at any time.

AUDIOVISUAL SERVICES

A representative is also available for one-on-one consultation, recommendations and any planning assistance you may want. Lighting and/or sound equipment may not be placed or attached in any manner to any part of the sanctuary or multipurpose room unless specifically approved in advance. The use, maintenance and operation of church equipment, including the sound system, is restricted to authorized personnel under the direction of UMBC Media Ministry. Any equipment brought in by the Lessee must have prior approval by UMBC management. There will be no storage of equipment or materials before or after the event.

DAMAGES

Any damage to Union Missionary Baptist Church (UMBC) and/or its equipment caused by the Lessee, its agents, employees or contractors will be charged to the Lessee who will be responsible for the payment of the cost of any necessary repairs, or replacement, as determined by the Pastor or designated staff. A final walk-through will take place at the conclusion of your event. You will be informed of any damages after your event with written reports and photographs as soon as they are documented. Payment will be made upon demand.

SALE OF MATERIALS

There shall be no sale of materials or transactions involving contracts for sale of materials on the premises of UMBC, including tickets, without the prior approval of the Pastor.

BANNERS/SIGNAGE

Banners, signs, pictures, notices or advertisements may only be placed in locations, and by methods, approved in advance by Union Missionary Baptist Church. All banners or signs hanging must be done by authorized personnel and items must be brought to the church two (2) days prior to the event date or an additional penalty may be assessed. All signs should be assembled ready for hanging with properly constructed frames. No posters, playbills or any other signage can be taped, stapled or affixed to any surface. At the end of the rental period, all posted signage must be removed and must leave with the client. If any materials are left behind, the church will not be responsible for loss, damage or theft and the church may exercise the option to discard all items.

DECORATIONS

The method and location of special installations must be approved in advance. Decoration guidelines include the following: No one may tape, nail, tack or otherwise fasten to ceilings, painted surfaces, doors, floors, walls or windows, decorations of any kind. Decorations may not block doors, fire extinguishers, sprinklers,

emergency equipment signage, emergency exits or lighting systems. No one may use adhesive backed tape, decals or stickers anywhere on the premises. Duct tape, clear “cellophane” or packing tape is specifically prohibited. Glitter, bubbles, sand and confetti may not be used in the building. Bubbles, however, may be used outside. All candles must be enclosed in a glass container – open flames permitted. If there is a violation of the above policy there will be an excessive clean-up fee (minimum of \$100) assessed. Only church personnel may move sanctuary furniture and other church equipment including microphones, microphone stands, monitors, and speakers. If renting or purchasing specialty equipment, UMBC is not responsible for any loss or damage that may occur. Therefore, it is strongly recommended that the client make an appointment with Facility Management to verify amperage and other facility restrictions before entering rental or purchase agreements with outside vendors. All pools, decorative foundations, etc. must be waterproofed and may be tested by Property Management prior to installation. Absolutely no painting will be permitted inside the facility. Each customer is responsible of ensuring the removal of its property, equipment, props, and other decorations from the building at the end of the leased periods. If not, the church will exercise the option to discard all items.

FIREARMS – FIREARMS ARE STRICTLY PROHIBITED. THE ONLY EXCEPTION IS LAW ENFORCEMENT.

HELIUM BALLOONS

If helium balloons are used a \$50 deposit may be charged to cover the labor cost to retrieve the balloons should they become detached. Helium tanks brought into the facility must be properly secured in a tank cart.

INSURANCE

UMBC, at its sole discretion may require an event to provide a Certificate of Insurance naming Union Missionary Baptist Church as an additional insured in the amount of \$1,000,000. If requested, the customer must supply the Certificate of Insurance to the church no later than 14 days prior to the event. If proof of insurance is not received, UMBC shall have the right to terminate this agreement.

SECURITY

UMBC reserves the right to require security for any event. All security costs will be billed to the client. Security personnel must be provided by UMBC. Contracted personnel must have knowledge of our facility and of our systems. Security requirements will be confirmed with the client two (2) weeks prior to the event or within 72 hours of receipt of final event plans.

SOUND LEVELS

It is the customer’s responsibility not to disturb nor interrupt other events. Management reserves the right to require sound levels to be lowered.

TELECOMMUNICATIONS

Access to telephone, internet, and projectors will not be available during the rental periods.

FOOD

Outside food or drink is not allowed unless approved by UMBC administration. The use of a caterer is permitted with approval. A health permit may be required for any caterer using our facility. Once approved, client will meet with the Kitchen Ministry representative at least 5 days prior to the event before access to the

kitchen area will be granted. All food and refreshments must be dispensed and consumed only in those areas designated for this purpose during this event. At no time shall food or refreshments be carried into the sanctuary. It is the responsibility of the Lessee/Contact Person to make sure this policy is enforced. At the end of the event, it is the responsibility of the Lessee/Contact Person to make sure that these areas are free of food debris. Trash bags need to be tied and placed in the dumpster behind the building. Any drinks need to be emptied before placing in the trash bag. Failure in responsibility regarding the above policies may result in a minimum cleaning fee of \$50.

UMBC remains tobacco-free at all times. Smoking in the building or on the church premises including the sidewalk and parking lots is strictly prohibited. Alcohol is strictly prohibited. If alcohol is found on the premises UMBC reserves the right to end the event and ask all parties to vacate the premises immediately. Violation of either prohibition will result in additional fees and denial of future rental privileges.

IDEMNIFICATION

Lessee agrees to conduct its activities at Union Missionary Baptist Church so as not to endanger any person or property thereon. Lessee shall indemnify and save harmless UMBC and its agents and employees against any and all claims, actions, demands, expenses and judgments for loss, damage or injury to property or persons as a result of Lessee's or its patron's acts upon or use of Union Missionary Baptist Church.

COMPLIANCE WITH THE LAW

Lessee shall abide by and comply with all applicable laws, rules, ordinances and regulations of the United States of America, the State of Indiana, the County of Delaware and the city of Muncie and any board, agency or bureau thereof. Parties agree that there shall be no segregation or discrimination practiced in Union Missionary Baptist Church because of race, color, sex or creed against any guest or against any patron as to admission or to seating in the sanctuary, Jackson Family Life Center or place of activity.

CLEAN-UP

Any hallways and room used during use of the building should be checked and cleaned upon leaving. Any area designated by UMBC and/or Lessee as children's area should be cleaned and sanitized in accordance with Indiana Health Department Guideline.

RISK OF LOSS

All property placed in UMBC by Lessee, Lessee's agents, employees, customer, and guests, shall be at the sole and only risk of Lessee, and UMBC shall not be responsible to Lessee, nor Lessee's agents, employees, customers and guest for any damage or loss thereof, or for any fire, theft, burglary or embezzlement thereof and lessee shall indemnify, hold harmless and defend UMBC from and against any and all costs, expenses (including reasonable counsel fees), liabilities, losses, damages, lawsuits, actions, claims, or demands of any kind asserted by or on behalf of lessee or any of lessee's agents, employees, customers, or guests or any such damage or loss, or for any such fire, theft, burglary or embezzlement.

INDEMNIFICATION AND LIABILITY

Regardless of whether or not separate, several, joint or concurrent liability may be imposed on landlord and to the fullest extent permitted by law, lessee shall indemnify and hold harmless landlord against and from any penalty, damage, or charge imposed for any violation of any laws or ordinances affecting the use and

occupancy of the premises by lessee or those holding under lessee, and to protect, indemnify and save landlord harmless from and against any and all claims against any and all loss, damage, expense, liabilities, demands and causes of action, and all costs of litigation (including attorneys' fees), arising out of any failure of lessee in any respect to comply with and perform all of the requirements and provisions of this lease or resulting from injury or death or persons or damage to property, including without limitation, the person and property of lessee, its agents, employees, invitees and guests, occurring on the real estate upon which UMBC is located or on the adjoining sidewalks, streets, alleys or ways, or in any manner directly or indirectly growing out of or in connection with the use and occupancy or disuse of the premises, or any part thereof, or any improvements now or here after located thereon (collectively "claim"), and whether or not it is alleged that landlord in any way contributed to the claim during the term of this lease

This agreement constitutes the entire understanding between the parties and shall not be altered, modified, or changed in any way without the express written consent of UMBC. It is further understood that this agreement cannot be assigned or transferred. This agreement shall be governed in accordance with the laws of the State of Indiana.

APPROVAL AND ACCEPTANCE OF THE ABOVE TERMS AND CONDITIONS OF THIS CONTRACT IS INDICATED BY SIGNING AND DATING WHERE INDICATED.

For Lessee:

For Union Missionary Baptist Church:

Signature: _____ **Signature:** _____

By (print name): _____ **By (print name):** _____

Title: _____ **Title:** _____

Date: _____ **Date:** _____

