

ST. PAUL AME CHURCH

85 MARTIN LUTHER KING JR. AVE ST. AUGUSTINE, FL 32084
FAX (904) 827-1266 WWW.SAINTPAULFAMILY.COM PH. (904) 829-3918

FACILITY USE AGREEMENT

The person signing this agreement and the organization on whose behalf the Facility rental is being made (collectively the "Renter") are responsible for compliance with this agreement. All Renters are required to read and sign the Facility Use Agreement as part of the rental. Please read carefully, complete the Facility, Renter, and Event sections, initial at the bottom of each page, and sign the signature page at the end of this document.

Rental Fee Schedule

(Check One)

- Church/Sanctuary \$300 / 6 hours
- Christian Enrichment Center \$300 / 6 hours
- Church & Christian Enrichment Center \$500 / 12 hours
- St. Paul Development Center (83 Washington Street) \$300/ 6 hour

***IN ADDITION TO THE ABOVE FEES, A \$100 REFUNDABLE DEPOSIT IS REQUIRED. Deposit is refundable if, after post-event inspection, facility and property are in satisfactory condition per this agreement.**

1. Renter Information

Contact Name: _____

Organization Name: _____

Best Contact Number: _____ Alternate Number: _____

E-Mail Address: _____

Street Address: _____

State: _____ Zip Code: _____

2. EVENT INFORMATION

Description of event: _____

Date of event _____ Estimated attendance _____

Time event begins (incl. set up) _____ Time event ends (incl. clean up) _____

Open to the public? Yes No Will minors be present? Yes No

Admission fee charged? Yes No Will there be music? Yes No

Type of music _____

Will food be served? Yes No Will food be sold? Yes No

*Will alcohol be served? Yes No *Will alcohol be sold? Yes No

3. CONDITIONS OF USE

A. RESERVATIONS

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1. The Facility is not considered rented until (a) Renter delivers to St. Paul AME Church the Facility Use Agreement, rental fee, and deposit; (b) St. Paul AME Church, at its sole discretion, approves such rental in writing.
2. A person who is at least eighteen (18) years of age must sign this agreement.
3. Renter shall provide St. Paul AME Church Administrator with a single contact who is to serve as the representative for Renter's activities.
4. The facility shall be used for the purpose stated in this agreement and no other use will be permitted.
5. Renter shall not use the St. Paul AME Church's name to suggest endorsement or sponsorship of the event without prior written approval of the St. Paul AME Church Administrator. Renter's publicity of the event shall clearly and accurately identify the name of the sponsoring organization or individual.
6. Renter shall permit any St. Paul AME Church officers, employees, or agents to visit the event described in this agreement.

B. FEES

1. St. Paul AME Church requires the rental fee and a deposit from Renter.
2. A payment of 50 percent is due upon approval of application. The final payment must be made prior to the date of the scheduled event. If less than seven days before event, payment must be in cash, by money order or certified check.
3. Any person or agency holding a reservation for the use of St. Paul AME church facilities and desiring to cancel such reservation may be subject to the withholding of a portion of or the entire rental fee for the Facility.
4. St. Paul AME Church may charge an additional amount of double the regular rental rate for any event continuing past the ending time stated in this agreement.
5. In the event the Facility is left damaged, Renter shall be charged for any and all janitorial and/or repair fees incurred by St. Paul AME Church as a result of same and these fees shall be billed to Renter.

C. INDEMNIFICATION AND INSURANCE

1. Renter shall indemnify, defend, and hold harmless St. Paul AME Church, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with Renter's use or occupancy of the Facility and adjoining property, unless solely caused by the gross negligence or willful misconduct of St. Paul AME Church, its officers, employees, or agents.
2. Renter shall procure and maintain general liability insurance against any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with Renter's use or occupancy of St. Paul AME Church's facilities and adjoining property in the amount of \$1,000,000 (one million dollars) per occurrence. Such insurance shall name the St. Paul AME Church, its officers, employees, and agents as additional insureds prior to the rental date of the Facility. Renter shall file certificates of such insurance with St. Paul AME Church, which shall be endorsed to provide thirty (30) days notice to the St. Paul AME Church of cancellation or any change of coverage or limits. If a copy of the insurance certificate is not on file prior to the event, St. Paul AME Church may deny access to the Facility.

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3. Renter shall report any personal injuries or property damage arising at any time during and/or arising out of or in any way connected with Renter's use or occupancy of St. Paul AME Church's facilities and adjoining property to the St. Paul AME Church Administrator, in writing and as soon as practicable.
4. Renter waives any right of recovery against St. Paul AME Church, its officers, employees, and agents for fires, floods, earthquakes, civil disturbances, regulation of any public authority, and other causes beyond their control. Renter shall not charge results of "acts of God" to the St. Paul AME Church, its officers, employees, or agents.
5. Renter waives any right of recovery against St. Paul AME Church, its officers, employees, and agents for indemnification, contribution, or declaratory relief arising out of or in any way connected with Renter's use or occupancy of the Facility and adjoining property, even if St. Paul AME Church, its officers, employees, or agents seek recovery against Renter.

D. SET UP / CLEAN UP / DECORATIONS

1. Renter, caterers, bands, transportation of rental equipment, and related individuals and activities will not be permitted access to the Facility prior to or after the event time period. Renter shall be responsible for arranging access during the time requested for entry and exit of the Facility.
2. Renter shall not prepare or decorate the Facility prior to the event start time, unless Renter provides rental fees, deposits, and insurance for the time of the preparation and/or decoration.
3. Renter shall not drive or permit to be driven nails, hooks, tacks, screws, poles, stakes or other forms of fasteners into any part of the Facility and shall not make or allow to be made any alterations of any kind therein.
4. Renter shall be responsible for all clean up of the Facility, including adjacent grounds, at the end of the rental period. Renter shall pick up, bag, and remove all trash generated by all activities in any way connected with its use of the Facility, leaving the Facility clean and free of all trash and litter. Renter shall also leave all fixtures, if any, in good working condition.
5. Renter shall not store any equipment or materials at the Facility or adjoining property without the prior written approval of the St. Paul AME Church Administrator.
6. Renter shall be responsible for any and all damage to the Facility and/or its contents during use. In the event damage occurs or excessive cleaning is necessary, Renter shall be charged for any and all janitorial and/or repair fees incurred by St. Paul AME Church as a result.

F. EQUIPMENT / ACCESSORIES

1. Renter shall not remove, relocate, or take St. Paul AME Church property outside of the Facility for any reason without the prior written approval of the St. Paul AME Church Administrator.
2. Renter shall not use St. Paul AME Church equipment, tools, or furnishings located in or about the Facility without the prior written approval of the St. Paul AME Church Administrator.
3. Renter shall not drive motorized vehicles on green space.
4. The St. Paul AME Church provides certain audio/visual systems when requested and agreed upon in advance. Renter, at its own cost, may bring these systems into the Facility for their use.

G. MISCELLANEOUS

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1. Renter shall comply with all local, state, and federal laws and regulations related to the use of the Facility.
2. Renter shall not admit a larger number of individuals than can lawfully, safely, and freely move about the Facility.
3. Alcoholic beverages are not permitted at the Facility or on the grounds.
4. Gambling of any kind is not permitted at the Facility or on the grounds.
5. Smoking is not permitted at the Facility or on the grounds.
6. No animals are permitted at the Facility, with the exception of guide dogs.
7. If Renter violates any part of this agreement or reports false information to St. Paul AME Church, St. Paul AME Church may refuse Renter further use of the Facility and Renter shall forfeit a portion of or all of the rental fee and/or the deposit.
8. St. Paul AME Church may impose additional requirements as deemed necessary to protect the health, safety, and/or welfare of the community.
9. Any person aggrieved by St. Paul AME Church's decision with respect to this agreement may appeal to the Board of Trustees of St. Paul AME Church in writing no later than five (5) days after the St. Paul AME Church's decision has been communicated to the aggrieved party.
10. If any provision of this agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

*****IMPORTANT – READ BEFORE SIGNING*****

I am an authorized agent of the organization submitting this agreement. The information provided in this agreement is true and correct. I have read and understand this agreement and agree to all of the aforementioned rules, regulations, and conditions of use.

Print name _____

Signature _____

ST. PAUL AME CHURCH USE ONLY

Rental Fee Due: _____ Deposit Due: _____ Total Due: _____

Fee Paid: _____(Cash/Check) Deposit Paid: _____(Cash/Check) Total Paid: _____ Date: _____

Date Paid in Full: _____

Date Deposit returned _____

Approved _____

Denied _____

Date: _____

By: _____