

Haydenville Congregational Church Single-Use Facility Use Form

This form must be filled out for all Single-Use Rentals/Events at the Haydenville Congregational Church (HCC). There will be a fee for all non-church events even if the contact person is an HCC member, unless waived by the Trustees. For further information, contact us at: office@haydenvillechurch.org or (413) 268-9344. The rental request will be added to the Church calendar when and if approved by the Trustees. If there is a scheduling conflict, or the event is denied, you will be notified as soon as possible. **NOTE: Due to COVID-19, Single-Use Rentals are contingent upon State and Local guidelines, which must be followed by all parties while on church property.**

Deposit and Proof of Insurance: A deposit of \$50 (\$100 for sanctuary rental) and proof of insurance (unless an active HCC Member) must be received at least two (2) weeks in advance of rental start date. If not received, use of building or property will be denied.

Please submit all three (3) pages of this signed form in its entirety to: Rental Coordinator, Haydenville Congregational Church, PO Box 257, Haydenville, MA 01039

Section I

Name of person or group hosting: _____

Event Title and Type of Activity: _____

Date requested: _____ Number of participants expected: _____

Start Time (including set-up): _____ End time (including clean-up): _____

Are you an HCC member: yes ☐ no ☐

Do you represent a business or organization: yes ☐ no ☐

Do you represent a non-profit: yes ☐ no ☐

Section II

Room(s) requested:

Sanctuary ☐

Dining Room ☐

Kitchen ☐

Classroom (upstairs, large) ☐

Classroom (upstairs, small) ☐

Equipment requested:

Refrigerator ☐

Freezer ☐

Piano ☐

Organ ☐

Sound system ☐

Screen ☐

Further details on event:

Section III

Date of application: _____ Name of Responsible Party: _____

Address: _____

City State Zip: _____

Phone: _____ Email: _____

Office Use Only: Deposit Rec'd _____ Insurance Rec'd _____

FEE SCHEDULE:

Sanctuary: \$500 (non-profits: \$300)

Bench fee for organ in sanctuary: \$50

Dining Room only: \$25/hour (or \$150 for 6 hours or more)

Kitchen only: \$25/hour (or \$150 for 6 hours or more)

Dining Room and Kitchen: (also applies to caterers): \$45/hour (or \$270 for 6 hours or more)

Classrooms upstairs: \$35 large room, \$25 small room

A Sexton Fee of \$25/room (\$50 for Sanctuary) shall be added for each room rented

HCC Active Member:

HCC Active Members receive a 50% discount on all fees for events for which a member is an organizer (not simply a participant). Any waiver of fees is at the sole discretion of the Board of Trustees.

Deposit:

A deposit of \$50 (\$100 for sanctuary rental) must be received at least two (2) weeks in advance of the date requested. If deposit is not received, use of building or property will be denied. Violation of any part of the Facility Use Agreement will result in forfeit of security deposit.

I hereby agree to the above Fee Schedule.

Signature of Responsible Party

Printed Name

Date

FACILITY USE AGREEMENT

You are authorized to use the facility requested subject to the limitations as noted herein:

Due to COVID-19, Single-Use Rentals are contingent upon State and Local guidelines, which must be followed by all parties while on church property.

Responsible Party:

The person described as the Responsible Party (Lessee/Renter) signing this document, referred to herein as the Responsible Party, shall be held responsible and accountable for the authorized facility space and equipment.

Dates and Times:

The use of the facility shall be limited to those dates and times and areas requested and approved.

Clean and/or Sanitary:

All rooms and equipment will be left clean and sanitary. Kitchen utensils and appliances will be left clean and sanitary. The outside grounds will be left in a neat and orderly manner as originally found. All food and trash must be removed from the premises.

Smoking and/or Drinking Alcohol:

Smoking or drinking of alcoholic beverages on church property is prohibited.

Signs/Advertising:

Signs advertising events can be placed in the front of the church or on church grounds for no more than ten (10) days prior to an event and must be removed within 24 hours after an event.

"As-Is" Condition:

The Responsible Party agrees to accept the facility in its 'as-is' condition "with all faults".

Furnishing and/or Equipment:

Under no circumstances will the Responsible Party using HCC facilities, arbitrarily use other space and equipment not specifically requested and authorized in this agreement.

The furnishings or equipment in the Sanctuary are not to be moved except by special permission of the Board of Trustees and the Diaconate.

All HCC equipment/furnishing, authorized for use by the Responsible Party, must be returned to its original condition and location.

In the case of damage arising from improper or negligent use, the Responsible Party will be held liable for costs of maintenance, repairs or replacement.

Assignment and Sublicensing:

The Responsible Party shall not assign any interest in this License Agreement or otherwise transfer or sublicense the Facility or any part thereof or permit the use of the HCC Facility to any party other than the Responsible Party.

Insurance:

If the Responsible Party is not an active member of HCC, they must provide written evidence of Liability Insurance at least two (2) weeks in advance of the requested date in the form of a copy of the Policy's Liability Declaration and/or a formal Certificate of Insurance.

If the Responsible Party is an individual who is not an active member of HCC, they must provide Liability Insurance through either a Homeowner's, Renter's or Umbrella Liability Insurance policy with a Limit of Liability not less than \$300,000 each Occurrence, OR an Event Insurance Policy with a General Liability of not less than \$1,000,000. The Responsible Party must require all Vendors they hire for the event to provide a Certificate of Insurance for bodily injury and property damage liability of at least \$1,000,000.

If the Responsible Party is a business or organization, they are required to provide proof of a formal Certificate of Insurance for bodily injury and property damage liability of at least \$1,000,000, which lists Haydenville Congregational Church as "additional insured".

Indemnification:

The Responsible Party shall indemnify, defend and save harmless Lessor Haydenville Congregational Church, its officers, agents and employees from and against any and all loss, cost (including attorneys' fees and court costs), damages, expense and liability (including statutory liability and liability under workers' compensation laws) in connection with claims, judgments, damages, penalties, fines, liabilities, losses, suites administrative proceedings, arising out of any act or neglect by Lessee, its agents, employees, contractors, invitees, representatives, in , on or about the Haydenville Congregational Church Facility.

It shall also be agreed that HCC shall not be held responsible for accidents, injuries, or theft of personal property incurred by those Responsible Party authorized to use the facility.

Responsible Party hereby, releases Lessor (HCC) from any and all liability or responsibility to Responsible Party or anyone claiming through or under the Responsible Party by way of subrogation or otherwise for a loss or damage to equipment or property. This waiver of claims and indemnification provisions relate to any and all persons who are on the premises due to the presence of the Responsible Party.

This indemnity shall survive the termination of this Agreement.

I hereby agree to the above Facility Use Agreement.

Signature of Responsible Party

Printed Name

Date