

## Haydenville Congregational Church On-Going Facility Rental Form

This form must be filled out by all On-Going Renters of the Haydenville Congregational Church (HCC) facilities. For further information, contact us at: [rentals@haydenvillechurch.org](mailto:rentals@haydenvillechurch.org) or (413) 268-9344. The request will be added to the Church calendar when and if approved by the Trustees. If there is a scheduling conflict, or the request is denied, you will be notified as soon as possible. ***All Massachusetts State and local guidelines regarding Covid-19 must be followed.***

***Deposit and Proof of Insurance:*** A deposit of \$100 and proof of insurance 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 or [rentals@haydenvillechurch.org](mailto:rentals@haydenvillechurch.org)

### **Section I**

Name of Person and/or Group renting: \_\_\_\_\_

Renter/Business Title and Type of Activity: \_\_\_\_\_

Day(s) and Hours requested: \_\_\_\_\_

Rental Start Date: \_\_\_\_\_ Rental End Date (if applicable): \_\_\_\_\_

Number of participants expected: \_\_\_\_\_

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 ☐

Shelf space ☐

Piano ☐

Organ ☐

Sound system ☐ Screen ☐

Further details on Renter Activities:

\_\_\_\_\_  
\_\_\_\_\_

### **Section III**

Date of application: \_\_\_\_\_ Name of Responsible Party: \_\_\_\_\_

Address: \_\_\_\_\_

City State Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

## **FEE SCHEDULE (Non-Profits receive a 50% discount)**

You will be billed for all scheduled rental times unless a cancellation request is received at least two (2) weeks in advance, or an exception is requested and approved by the Trustees. Rent must be paid within 30 days of receipt of your monthly rental invoice. Rental Agreements and rates shall be reviewed on a semi-annual basis.

**Sanctuary:** \$300/day

Bench fee for organ in sanctuary: \$50/day

**Dining Room only:** \$100/day; \$50/half-day (up to 4 hrs)

**Kitchen only:** \$100/day (4-8 hrs); \$75/half-day (up to 4 hrs); \$150/extended day (8-12 hrs)

**Dining Room and Kitchen:** \$150/day; \$100/half-day (up to 4 hours)

**Classrooms Upstairs:**

Large room: \$75/day, \$50/half-day (up to 4 hours)

Small room: \$50/day, \$35/half-day (up to 4 hours)

**Storage:** \$10/month for each shelf/cabinet (if available)

***I hereby agree to the above Fee Schedule.***

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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:**

This form is to be submitted for all proposed events and activities at Haydenville Congregational Church (HCC), and received at least two weeks prior to the start of rentals. Upon approval by the Board of Trustees, you will be notified and scheduled into the church calendar. Violation of any part of this Facility Use Agreement will result in forfeiture of security deposit and immediate termination of rental.

**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.

**Covid-19:**

All Massachusetts State and local guidelines regarding Covid-19 must be followed.

**Acceptable Facility Use:**

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

**Termination of Rental:**

If the Responsible Party is in compliance with this Facility Use Agreement, a written 30-day notice of termination of On-Going rental may be given at any time by either the Responsible Party or the HCC, and the rental deposit will be refunded by being applied to the last month's rent.

**Clean and/or Sanitary:**

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

**Smoking and/or Drinking Alcohol:**

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

**"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 cleaning, 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:**

The Responsible Party must provide written evidence of Liability Insurance at least two (2) weeks in advance of the rental start 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, Liability Insurance should be provided through a Homeowner's, Renter's or Umbrella Liability Insurance policy with a Limit of Liability not less than \$300,000 each Occurrence. The Responsible Party must require any Vendors they hire 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 Renter 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.***

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Signature of Responsible Party

Printed Name

Date