

Facilities Use Agreement (Contract)

This Facilities Use Agreement by and between Calvin Presbyterian Church at 18826 Third Avenue Northwest, Shoreline, Washington, 98177 ("Calvin") and the Event Host detailed below, on behalf of the Guest Group detailed below, governs the temporary use of Calvin's facilities for the agreed-upon dates provided that the following terms and conditions are met.



Name ("Event Host"): _____

Address: _____

Daytime Phone: _____ Cell Phone: _____ Email address: _____

Organization ("Guest Group"): _____

Organization Address: _____

Organization Phone: _____ Event Host Title (with respect to the Guest Group): _____

Purpose of Event: _____

Day of Event: _____ Date of Event: _____ Time of Event: _____

Set-up Time: _____ Clean-up Time: _____

Number of participants. Adults: _____ Children (under 18): _____

Space and Room(s) desired: _____

Additional Comments: _____

FACILITY USE POLICIES

- ◆ **Event Host Responsibilities:** The Event Host is the designated person responsible to be on site for the event from beginning to end. Access to the facility should be arranged with Calvin one week in advance of the event. The Event Host will stay on site during the event until all guests are gone, will be responsible for clean up, will turn off lights, and will secure the facility before leaving. To comply with state regulations, the Event Host will also be the COVID-19 group supervisor. This entails keeping a record of attendees for one month post-event (a simple sign-in sheet will suffice), as well as notifying Calvin's Hospitality & Facilities Director and all attendees should one of the attendees later test positive for Covid-19. _____
- ◆ **Calvin Host Requirement:** Calvin also requires that a Calvin Host be present for third-party events, at the expense of the Guest Group, for groups larger than 25 persons (or for a small group if the agreement requires additional insurance beyond the minimum liability requirements). One Calvin Host is required for groups of 25 to 100 guests and two Calvin Hosts are required for groups of over 100 guests. The Calvin Host fee is an additional charge on top of the fee for using the facility. Please note that if you go over the agreed-upon space use time, the charges for the Calvin Host(s) will double. _____
- ◆ **Room Arrangement:** Guest Groups may rearrange tables and chairs within a room to meet their needs but must restore rooms to their original configuration at the conclusion of the event. Requests to move furnishings from room to room must be approved in advance by the administration.
- ◆ **Clean-Up and Trash Disposal:** Remove all compostable (organic/food waste), garbage, and recyclable materials to the appropriate containers locked in the parking lot; Event Host should learn the location of keys to locked containers prior to the event. Remove all activity materials. Vacuum carpeted rooms and sweep hard-surfaced floors. Wet-mop sticky or greasy/oily spills in the tiled areas. NO red punch, please; the dye is difficult to remove from carpet. Please notify the Hospitality & Facilities Director of any spills on carpets.
- ◆ **Liability Insurance for Guest Groups:** Guest Groups must have liability insurance to hold harmless and indemnify Calvin Presbyterian Church and its leadership. Proof of such insurance is required. The insurance must be primary insurance, non-contributory, and it must list Calvin Presbyterian Church as an "additional insured." The liability insurance must have a minimum liability occurrence limit of \$1,000,000. Certain

activities are excluded from the facilities use agreement based on standard liability insurance. Please see below for a list of events and activities that are not allowed in Calvin's facilities use agreement. These prohibited uses of the facilities *may* be allowed with advance approval *provided a separate insurance rider is purchased by the Guest Group and the activities are agreed upon between Calvin and the Event Host.*

- ◆ **Reservation Confirmation:** Guest Groups requesting use of the facility will receive a confirmation of the reservation. This confirmation is the proof that the space will be available as agreed upon in the facilities use agreement, and that no double-booking has occurred. The confirmation will also detail all anticipated fees for the use of the facility.
- ◆ **Payment Policy:** Payment is to be made ten days before the event (or before the first occurrence of the event if it is a recurring event). Payment for recurring use may be made up to a year in advance; periodic payments, usually monthly, for recurring use may be arranged through Calvin administration. Final payment is due before the last day of the reservation. Payment may be made by **cash, check** (made payable to Calvin Presbyterian Church), or **debit or credit** through Calvin's website at <https://calvinpc.org/facility-guest-use/>.

CONDUCT AND CARE

- ◆ **Smoking:** Calvin Church is a smoke-free facility. Smoking is allowed outdoors but is limited to exterior areas where ash receptacles are located.
- ◆ **Alcohol and Drug Possession/Use:** Calvin Church prohibits the use of any controlled substance on the premises.

**NO ALCOHOL OR DRUG POSSESSION OR USE THEREOF IS PERMITTED ON CHURCH PROPERTY
(either in the building or on the surrounding grounds).**

- ◆ **Supervision of Minors:** For safety purposes, children and students under age 18 must have identified adult supervision (age 21 or older). **At least two supervisors** are required while children are present, in the event one must leave the area to care for a frightened or injured child or for bathroom duty. Please make arrangements to meet Calvin's supervisor/child ratio of 1 adult to 6 children. **At no time are children allowed to leave a room unsupervised, even to use the restrooms.** Parents, please, there are NO exceptions to this policy!
- ◆ **Emergencies:** In an emergency, **call 911.** *On church phones, pick up the receiver and dial 911.* Fire Department and Medical Response Team personnel are nearby. In the event of a fire alarm, the **building must be evacuated** and all individuals accounted for. The Fire Department will be notified automatically. Do not return to the building until cleared by fire personnel. **First Aid kits** are located in multiple areas of the building to provide for minor injuries. Locations are marked by a red cross. AED defibrillators are located in the east entry hallway and in the foyer of the Activity Center.
- ◆ **Conduct and Care:** Exercise respect and care for the facility and all its fixtures. Use equipment as it was designed to be used (e.g., no intentional kicking of balls at ceiling or windows, no climbing on the pool or ping pong tables, etc.). Members of the Guest Group will conduct themselves in a respectful and sportsmanlike manner while in the facilities or on the grounds. For people using the Activity Center, there is to be no dunking and no hanging off the basketball hoops. This causes permanent damage; violation of this policy is grounds for termination of the usage agreement.
- ◆ **Damage:** Report damage and malfunctioning fixtures or equipment to Calvin's Hospitality & Facilities Director or Support Ministries Director as soon as possible. If there is an urgent situation, phone the emergency number you have been given. If not urgent, as soon as possible following the event, send an email to facilities@calvinpc.org, or phone the church office at 206-542-6181 x104, describing the damage or difficulty; include the date, location, name and a daytime phone number where the Facilities Director can reach you to follow up. **You will be held financially responsible for damages.**

EVENTS AND ACTIVITIES NOT ALLOWED

The following events or activities are **not approved unless prior approval and separate insurance is purchased and approved.** These events or activities need specific insurance riders beyond the standard liability insurance. It takes time to arrange these riders and they must be approved in advance. Once approved and agreed upon, proof of the riders' purchase is required ten days prior to the event.

- Carnival rides, mechanical amusement devices, inflatable recreational devices (e.g., "Bouncy Houses"), dunk tanks, bungee operations, or other rides;
- Haunted attractions and/or mazes;
- Petting zoos, or animals owned, rented, or hired by insured;
- Events involving organized athletics (e.g. team events, tournaments);

- Events organized or operated by professional promoters/performers;
- Political or activist activities (rallies, marches, distribution of literature);
- Fireworks and fireworks displays; or
- Gun/knife shows.

As the Event Host, I have read the agreement above, and I agree to adhere to the stated policies. _____

IT IS THEREFORE AGREED BY AND BETWEEN THE PARTIES:

1. Calvin agrees to let Event Host and Guest Group use the above-described premises for the above-described purpose on the date(s) agreed upon. Specific details of the Event Host and Guest Group’s use of the facilities are noted in the attached Fee Summary.
2. Fee Agreement. Event Host agrees to pay Calvin the fees itemized in the attached Fee Summary for the use of the premises on the agreed-upon date(s).
3. Event Host agrees that it will not use the premises for any unlawful purposes, and will obey all laws, rules, and regulations of all governmental authorities while using the above-described facilities.
4. Event Host agrees that it will not use the premises for any purpose that is contrary to the mission, purpose, or beliefs of Calvin Presbyterian Church, which is a Christian, Biblically-based religious institution.
5. Event Host agrees to abide by any rules or regulations for the use of the premises that are part of this facilities use agreement.
6. Event Host agrees that it is solely responsible to implement appropriate screening and supervision procedures to protect children, youth, and vulnerable adults attending the event at the above-described facilities.
7. Event Host promises and warrants that it carries liability insurance with a minimum liability occurrence limit of \$1,000,000. Event Host agrees to hold harmless, indemnify and defend Calvin (including Calvin’s agents, employees, and representatives) from any and all liability for injury or damage including, but not limited to, illness, exposure to infectious/communicable disease, bodily injury, personal injury, emotional injury, or property damage which may result from any person using the above described premises, its entrances and exits, and surrounding areas, for the Event Host’s purposes, regardless of whether such injury or damage results from the negligence of Calvin (including Calvin’s agents, employees and representatives) or otherwise.
8. Event Host agrees to be responsible for preparing for use and returning to the pre-use condition all areas of the premises which the Guest Group will use, including entrances and exits.
9. This agreement may be cancelled unilaterally by either party with 14 days written notice to the other party. In the event that Calvin must cancel this agreement, Event Host will be entitled to any deposit previously paid. However, in no event will Calvin be liable to Event Host for any lost profits or incidental, indirect, special, or consequential damages arising out of the Event Host’s inability to use the above-described premises, even if Calvin has been advised of the possibility of such damages. Should the Event Host need to cancel this agreement, all fees will be refunded to the Event Host with the exception of the reservation fee.
10. Event Host agrees that it will not assign any of its rights under this agreement, and any such assignment will void this agreement at the sole option of Calvin.
11. Calvin and Event Host agree that any disputes arising under this agreement will be resolved via a mutually acceptable alternative dispute resolution process.
12. This document, along with the attached, signed Fee Summary, contains the entire agreement of the parties and supersedes all prior written or oral agreements relating to the subject matter.

Event Host Name (printed): _____ Title: _____

Signature: _____ Agreement Date: _____

Accepted by Calvin Church Representative:

Name (printed): _____ Title: _____

Signature: _____ Agreement Date: _____