FIRST CHURCH OF CHRIST IN MANSFIELD (CONGREGATIONAL) UCC

549 Storrs Rd (PO Box 36), Mansfield Center, CT 06250 860-423-9008 ~ FirstChurchMansfield@snet.net

FACILITY USE REQUEST and AGREEMENT

Requested by ("User")	Date of Request		
Email address	Phone		
Are you a member of FCC Mansfield or is this a FCC Mansfield group?			
Group or Organization (if applicable)			
Event Date, Time (start & end)	Set-up Date/Time		
Rehearsal Date, Time (start & end)	Number of Guests/Attendees		
Description of Event/Activity:			
FACILITIES TO BE USED			
FELLOWSHIP HALL (Seated Capacity: 96)	RY (Seated Capacity: 180)		
PARKING LOT KITCHEN -	# OF HOURS		
SCHEDULE OF FEES			

FELLOWSHIP HALL	FCC Mansfield groups or FCC Mansfield members for personal events	Non-Members
Hall Rental, first 4 hours	No fee	\$100
Each additional hour	No fee	\$25/hour
Hall Rental plus Kitchen Facilities	No fee	\$250
Set-un/Clean-up Fee	\$75, if vendor services are needed	included

SANCTUARY	FCC Mansfield groups, FCC Mansfield members, and regular supporters of FCC	Non-Members
Sanctuary Rental	No fee	\$250
Set-up/Clean-up Fee	\$75	Included
Pastor* (includes 3 hours premarital counseling, rehearsal, service preparation and the service)	No fee	\$350
Organist* (includes one rehearsal)	\$150	\$150
Each additional rehearsal	\$25	\$25

^{*} Fees for the Pastor and Organist are paid directly to that individual, not to the church.

Fees for the use of the building shall be submitted with this form unless other arrangements have been made with the person(s) providing a service. Send completed form and payment to the PO Box shown at the top of this page. Checks for building use shall be made out to *First Church of Christ in Mansfield*.

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TERMS AND AGREEMENT

The First Church of Christ in Mansfield (Congregational) UCC (hereinafter called "Church") agrees to permit the User to use the Church and its facilities for the above stated purpose, subject to the following terms and conditions:

- 1. Users agree that they and their guests/attendees will not use the facilities for any unlawful purpose, and will obey all laws, rules, and regulations of all governmental authorities while using the facilities. They will conduct themselves in a responsible manner and refrain from engaging in inappropriate conduct, including the use of loud, foul, slanderous language or intimidating or offensive conduct that would interfere with the peaceful use and enjoyment of the facility by others.
- 2. User agrees to abide by any rules or regulations established by the Church for use of the facilities including the Church's inclusive non-discrimination policy:

We do not discriminate against any qualified person, group or organization in hiring, promotion, membership, appointment, use of facility, provision of services or funding on the basis of race, gender, age, sexual orientation, religion, nationality, ethnicity, marital status, economic status, physical ability, mental illness, or developmental disability.

- 3. User agrees that the Church provides no supervision or control over the facilities when being used by the User.
- 4. User promises and warrants that it carries General Liability insurance with a minimum per occurrence limit of \$1,000,000 and \$2,000,000 aggregate, providing coverage for bodily injury and property damage. User shall provide a Certificate of Insurance to the Church at least ten (10) days prior to the date upon which the User begins use of the described premises. The Certificate of Insurance will indicate that User has made the Church (including Church's governing board, officers, directors, employees, representatives, volunteers and agents, as well as its successors and assigns) an "additional insured" on User's policy with respect to the use by User of the facilities, and User's insurance shall be "primary and non-contributory with any other insurance carried by the additional insured". Any waiver of this insurance provision must be in writing and signed by an authorized Church representative.
- 5. User, and on behalf of User's heirs, estate, executor, administrator, and assignees, agrees to the maximum extent permitted by law, indemnify and hold harmless and defend Church (including Church's trustees, officers, directors, employees, representatives, volunteers and agents, as well as its successors and assigns) against and from all costs, expenses, liabilities, losses, damages, injunctions, suits, actions, fines, penalties, claims and demands of every kind or nature whatsoever arising out of:
 - a. any failure by User or the Church and any of its trustees, officers, directors, employees, invitees, licensees, representatives, volunteers and agents, as well as its successors and assigns, to perform any of the agreements, terms, covenants or conditions of this Use Agreement,
 - b. any accident, injury, loss or damage, including, but not limited to, bodily injury, personal injury, emotional injury, to persons and/or damage to property, which shall happen in or about the Church facilities or appurtenances, however occurring, that may result from any person, including User's employees, using the above described facilities, its entrances and exits, and surrounding areas for User's purposes, regardless of negligence of Church (including Church's agents, employees and representatives) or otherwise,
 - c. any failure to comply with any laws, ordinances, requirements, orders, directions, rules or regulations of any federal, state, county or city governmental authority,
 - d. any materials used in the construction or alteration of any building(s), fixtures or improvements thereon on behalf of User, or
 - e. User's possession and use of the Church facilities and/or the operation of its business on the Church facilities, whether or not such use is an Authorized Use.
- 6. User agrees to be responsible for preparing for use and returning to the pre-use condition all areas of the facilities which User will use, including entrances and exits.
- 7. User agrees to conduct a visual inspection of the premises prior to each use and warrants that the premises will only be used if it is in a safe condition.
- 8. This agreement may be cancelled unilaterally by either party with 5 business days' written notice to the other party.
- 9. User agrees that it will not assign any of its rights under this agreement, and any such assignment will void this

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- agreement at the sole option of the Church.
- 10. User agrees to assume all risks and liabilities of any nature, whether physically injurious, financial or otherwise, relating to User's use of the Church facilities.
- 11. User, and on behalf of User's heirs, estate, executor, administrator, and assignees, agrees to waive all rights against, and release and discharge, the Church, its trustees, officers, directors, employees, representatives, volunteers and agents, as well as its successors and assigns, from and against any and all liability, responsibility, causes of action, claims, demands, damages, costs, debts, expenses, compensation, and/or suits at law or in equity, of any kind and nature whatsoever, for injuries or damages suffered by User and User's guests that arise, directly or indirectly, by or in connection with User's use of the Church premises on account of or relating to any act or omission by the Church, its trustees, officers, directors, employees, representatives, volunteers and agents, as well as its successors and assigns, without limitation.

Building Use Responsibilities

During Use

- Users and their guests/attendees shall refrain from the use of alcoholic beverages unless permission for alcohol use and consumption has been granted via the Church's Alcohol Use and Consumption Policy.
- Users and their guests/attendees shall refrain from smoking in the building.
- Users and their guest/attendees shall refrain from bringing weapons onto the Church's property.
- Users must supply own table coverings and paper products. First Church is a Green Church. We ask that you bring ONLY recyclable containers and provide ONLY compostable and recyclable products (NO Styrofoam.)
- Immediately wipe up any spills on floors or other surfaces.
- If using the Sanctuary, user will consult with the pastor before moving any furniture or objects. The piano MUST NOT be moved.
- No food or beverages are permitted in the Sanctuary (other than communion elements.)
- No pets other than service animals or certified/registered therapy animals.

After Use

- If using the kitchen, wash and dry all dishes used and return them to the correct cupboard. Cupboards are labeled for your convenience.
- Take all the extra food and beverages with you.
- Wipe counters and leave kitchen clean and ready for the next use.
- Wipe off tables. If food or drink is involved, wipe all tables clean using a mild soap and water solution.
- Return all tables, chairs, and other equipment to their original location after your event.
- Collect all garbage into bags and place it in the bins located outside the Brown's Road entrance.
- If the building is not in use by others at the end of your event, check that all windows are closed, lights are off, and doors are locked and latched. User must remain on site until their last guest leaves.

By signing, User agrees to abide by the conditions presented above.

X	DATE:
(signature)	
NAME:	TITLE:
I authorize waiver of the insurance policy requirement w	hile retaining indemnity provisions:
X Authorized Church Representative	DATE:

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