

FIRST CHRISTIAN CHURCH FACILITY USE GUIDELINES

3501 Rogers Avenue - Fort Smith, AR 72903

Introduction:

First Christian Church (Church) is pleased to allow the use of its facilities whenever scheduling allows. The following Facility Use Guidelines are designed to allow the maximum use of the facilities by the membership of the Church (Member) with minimum misuse. Prior to allowing the use of its facilities by outside guests or organizations (Nonmember) the Church may require the submission of information describing the Nonmember's community function, personal or professional references, names and contacts of prior rental locations or other information it deems pertinent in order to determine the Nonmember's use of the Church's facilities is not inconsistent with the Church's goals or missions. The Church's facilities may not be used for events associated or affiliated with any political party campaign. The Church reserves all its rights to make its determinations regarding the use of its facilities and, at the sole discretion of the Church, to refuse the use of its facilities by Members and Nonmembers. All Members and Nonmembers (also referenced herein as User) are asked to respect and follow these Guidelines.

Reservations:

Members' planned use of the facilities will take priority over those of Nonmembers. Reservations for the use of the Church's facilities will be made on a first come, first served basis. Reservations should, whenever possible, be requested at least 30 days in advance of the event. The facilities may not be reserved during a time scheduled for worship, class or other official Church function. Reservations must be made through the Church office, (479) 783-1139, and a completed Use Request Form provided.

Reservations for use of the facilities owned by the Church shall not constitute a contract or lease of any type between the Church and User. The Church, at its sole discretion, may revoke the permission for the use of its facilities in the event that an official function of the Church must occur on the date or time of the scheduled event with the User by providing notice of same to the User. It is understood by the Church that the revocation of its permission for the scheduled use of its facilities may cause inconvenience to the User, therefore, the Church will take all reasonable actions to attempt to prevent scheduling conflicts. If a conflict cannot be avoided and the User's event must be canceled, the Church will return all fees and deposits paid by the User.

Weddings shall not be scheduled under these Facility Use Guidelines and must be scheduled through the Altar Guild of the Church. These Facility Use Guidelines are considered complementary to those of the Altar Guild and the more restrictive provision of each shall be applied.

User's Responsibilities:

The individual(s) making the reservations will be held responsible for cleanup, damages and locking up the facility. Keys must be picked up at the Church office prior to the event and returned within 24 hours after the end of the event. Adult supervision of persons under the age of 18 years is required at all times. All areas of the facility must be left clean, all equipment and furnishings are returned to their proper place, all lights are turned off at the end of each day's use and all exterior doors are locked any time the facility is not occupied. More detailed discussion related to these topics is presented within other sections of these Guidelines.

Restricted Uses:

- No smoking or tobacco uses of any kind.
- No alcoholic beverages
- No profanity
- No unsupervised eating or drinking in any classroom.
- No outdoor sports equipment, including but not limited to, soccer balls, footballs, hard balls, soft

- balls, bats, skateboards, roller blades or roller skates.
- No basketballs, volleyballs, etc., are to be intentionally thrown against the walls, ceiling or windows of the facility.
- No furnishings or equipment removed from the building.
- Emergency exit doors are to be used for exit purposes only in the event of an emergency situation.

Heating and Cooling:

All heating and air-conditioning systems are to be set and operated only by Church staff. No exterior doors are to be propped open at any time for any reason.

Kitchen:

Use of the kitchen requires specific instruction of its proper operation and cleaning. If use of the kitchen is desired, the User(s) must attend an instructional session and deemed qualified by Church prior to use.

Fees and Deposits:

The Church is unable to provide the use of its facilities for free. The cost of the facility, its upkeep and associated utilities must be taken into consideration. Therefore, usage fees and associated deposits to insure that proper use and care is maintained are listed on the attached Exhibits "B", "C", "D" and "E".

User's Custodial Responsibilities:

The basic philosophy is that the facilities must be returned in a condition as good as or better than it was received by the User. Sometimes the Church experiences some thoughtless action or inaction from Users. Consequently, problems, hardships and additional expense are created for the Church and its staff. Generally, these oversights are things that could be avoided by attention to detail on the part of the User. The User is expected to inspect the entire facility both upon arrival and before departure. Upon this inspection, any condition that the User feels should be noted to assure they will not be held responsible for correcting must be provided in writing to the Church staff. Before any refund of deposits, the facilities will be reinspected and conditions noted by the User will be reviewed. In case of differing opinions, the decision of the Church staff will be final.

The entire deposit, less an amount equal to one-hour of the custodial rate, will be returned to the User if the facilities have been properly cared for, cleaned and the furnishings properly placed in their storage areas. In all instances, the User will be assessed a minimum of one-hour of the custodial rate against the deposit amount as an administrative fee for final inspection of the Church's facilities after User's event. However, User will be charged and additional amounts as determined by the Church withheld from the deposit refund, for any damage to any part of the facility, equipment and furnishings entrusted to the User as well as for any additional cleaning required to bring the facilities back to their proper state of cleanliness as revealed by the final inspection. Any additional cleaning will be performed at the custodial rate shown in Exhibits "B", "C" "D" and "E". Refund of the appropriate amount of deposit will be made by check issued by the Church within 14 days. The general obligations and expectations of for User's custodial responsibilities are stated on the attached Exhibit "A" with specific obligations stated on Exhibits "B", "C", "D" and "E" for each type of facility use.

Revocation of Use:

Any activity by the User, its attendees or invited guests, which is determined, at the sole discretion of the Church, to be inconsistent or nonconforming with these Guidelines or other understandings associated with the permission extended by the Church for the use of its facilities, shall be cause to immediately revoke its permission for use of its facilities to the User. In the event of this determination and action, the User understands and agrees to immediately suspend all activities and to vacate the facilities and premises of the Church, including its attendees, invited guests and to remove any property solely owned by the User.

Indemnification:

The First Christian Church, its agents, servants, its employees and Members shall be indemnified and saved harmless against any claims of injury, actual or alleged together with all costs, arising out of or from the use of its facilities by the User, their guests and/or individuals participating in activities associated with the permitted use.

EXHIBIT "A"

USER'S CUSTODIAL RESPONSIBILITIES

After use, the facilities are to be cleaned and left ready for the next User. The Church's custodial equipment is available to the User for cleaning of the facilities. The position that the facility was "left as clean as it was found" will not be acceptable. If the User finds something wrong or the facilities unclean upon arrival and Church staff are not available at that time, User must correctly clean after their use and advise Church staff of the details. The following items are intended to list the general obligations and expectations of the User:

- The User is the responsible party accountable for the facility use. This person will pay fees; oversee the cleanup; perform the inspections; oversee the replacement of equipment and furnishings in their proper location; answer any questions of the Church staff; and receive any deposit refunds.
- Set definite appointments for all caterers, delivery people for the delivery and removal of equipment, food items and supplies, and janitorial service providers. Insure that someone is on site to receive them.
- Do not leave anything in the refrigerators or anywhere else in the facility; take everything you brought with you.
- No decorations, signs, pictures or items of any type may be fastened or taped to walls or doors.
- User is to bring its own trash bags and cleaning supplies.
- Make sure that all trash is placed in the dumpster located on the west side of the main parking lot.
- Insure that equipment and rented property is picked up promptly.
- In setting up or taking down, please do not drag anything across carpet or floors.
- If the stage is used, User must be instructed on extending and storing the stage prior to use. It must be returned to its stored position at completion of User's event. No food or drink is allowed on stage.
- Floors must be swept and mopped if necessary.
- Restrooms must be cleaned.
- Do not smoke in facilities. Make sure that, if smoking is expected, proper receptacles are placed at the entrances. Clean these receptacles and remove any butts or smoking materials from grounds that have been discarded by your guests.
- After use, inspect the furnishings for condition and return them to storage. Should any chair cushion be soiled, please separate and report the number to the Church staff. Should the carpet become soiled and the cleaning materials available do not suitably clean the area, please report the problem immediately to Church staff.
- Lights are turned off at end of use.
- All doors are properly locked.

EXHIBIT "B"
MEMBER FACILITY USE FORM

Member: A Member is an individual who has joined and is active within the congregation of the Church. A Member's facility use is a private event or function which also includes, or is open to, the attendance or participation by other Members of the Church. A Member's facility use does not extend to an event, function or use which is for an individual, group or organization, Nonmember, which is not affiliated with the Church or which the Member receives financial gain directly or indirectly. The Member shall be responsible for the care and upkeep of the Church's facility and property during their use. Also refer to Exhibits "C" "D" or "E" to determine use the appropriate qualification.

Requested Use

Fees and Deposits

Sanctuary ⁽⁴⁾⁽⁵⁾

Donation

accessory uses:

utilities ⁽³⁾	\$10.00 first hour \$5.00 additional hour
setup time ⁽⁶⁾	\$ N/C
custodial hourly rate ⁽¹⁾	\$25.00
deposit	\$ N/A

Chalice Hall ⁽⁴⁾⁽⁵⁾

Donation

accessory uses:

utilities ⁽³⁾	\$10.00 first hour \$5.00 additional hour
kitchen	\$ N/C
china / flatware ⁽²⁾	\$ N/C
punch bowl / cups ⁽²⁾	\$ N/C
linens	\$ N/C
setup time ⁽⁶⁾	\$ N/C
custodial hourly rate ⁽¹⁾	\$25.00
deposit	\$75.00

Disciples Hall ⁽⁴⁾⁽⁵⁾

Donation

accessory uses:

utilities ⁽³⁾	\$10.00 first hour \$5.00 additional hour
kitchen	\$ N/C
classrooms	\$ N/C
tables / chairs	\$ N/C

china / flatware ⁽²⁾	\$ N/C
punch bowl / cups ⁽²⁾	\$ N/C
linens ⁽⁴⁾	\$ N/C
piano	\$ N/C
recreation equipment	\$ N/C
audio system	\$ N/C
setup time ⁽⁶⁾	\$ N/C
custodial hourly rate ^{(1) (5)}	\$25.00
deposit	\$75.00

Administration Building ^{(4) (5)} Donation

accessory uses:

utilities ⁽³⁾	\$10.00 first hour
	\$5.00 additional hour
setup time ⁽⁶⁾	\$ N/C
custodial hourly rate ⁽¹⁾	\$25.00
deposit	\$30.00

Children's Education Building Donation

accessory uses:

utilities ⁽³⁾	\$10.00 first hour
	\$5.00 additional hour
custodial hourly rate ⁽¹⁾	\$25.00
deposit	\$ N/A

Music / Education Building Official Use Only

Other Identified Special Uses:

_____	\$
_____	\$
_____	\$
_____	\$
_____	\$
TOTAL	\$ _____

- (1) In all instances, the User will be assessed a minimum of one-hour of the indicated custodial rate as an administrative fee for final inspection of the facilities after User's event.
- (2) Any breakage will be billed at actual cost for replacement.
- (3) \$50.00 maximum cost per day.
- (4) For events under 75 guests/attendees the User may self-perform or make arrangements for cleaning services by a private, commercial janitorial service deemed acceptable to the Church, at User's expense. User shall perform, or janitorial service shall perform, all cleaning no later than the following day or prior to the Church's next scheduled use, whichever is the earlier. User may self-perform cleaning of linens if cleaning can be performed promptly, otherwise User shall utilize a commercial dry cleaning facility at the User's expense. User shall perform cleaning of facilities and linens promptly, and linens returned to the Church before release of deposit will be made.
- (5) For events with 75 guests/attendees greater the User must provide, at User's expense, cleaning services provided by a private, commercial janitorial service deemed acceptable to the Church and commercial dry cleaning facility if linens were used. Said cleaning services for facilities must be completed no later than the following day or prior to the Church's next scheduled use, whichever is the earlier. Cleaning of linens must be performed promptly and linens returned to the Church before release of deposit will be made.
- (6) If setup or decoration of the facility is desired in advance of the date reserved for the event, the facility will be made available for a four (4) hour time period, beginning at 5:00 PM on the date immediately prior to the event for such purpose if it does not conflict with any other scheduled use.

EXHIBIT "C"
MEMBER PRIVATE FACILITY USE FORM

Member's Private Use: A Member is an individual who has joined and is active within the congregation of the Church and also includes uses by his or her immediate family. A Member's private facility use is a private event or function which does not include an invitation to, or is not open to, the attendance or participation by other members of the Church. A Member's private facility use does not extend to an event, function or use which is for an individual, group or organization, Nonmember, which is not affiliated with the Church or which the Member or his or her immediate family receives financial gain directly or indirectly. The Member shall be responsible for the care and upkeep of the Church's facility and property during their use. All activities associated with the event, except for cleaning activities, shall end by 10:00 P.M. the day of the event. Also refer to Exhibits "D" or "E" to determine the appropriate use qualification.

<u>Requested Use</u>	<u>Fees and Deposits</u>
<u>Sanctuary</u> ⁽⁴⁾⁽⁵⁾	\$200.00
accessory uses:	
utilities ⁽³⁾	\$10.00 first hour \$5.00 additional hour
setup time ⁽⁶⁾	\$75.00
custodial hourly rate ⁽¹⁾	\$25.00
deposit	\$ N/A
 <u>Chalice Hall</u> ⁽⁴⁾⁽⁵⁾	 \$75.00
accessory uses:	
utilities ⁽³⁾	\$10.00 first hour \$5.00 additional hour
kitchen	\$75.00
china / flatware ⁽²⁾	\$ N/C
punch bowl / cups ⁽²⁾	\$ N/C
linens ⁽⁴⁾	\$ N/C
setup time ⁽⁶⁾	\$35.00
custodial hourly rate ⁽¹⁾	\$25.00
deposit	\$75.00
 <u>Disciples Hall</u> ⁽⁴⁾⁽⁵⁾	 \$200.00
accessory uses:	
utilities ⁽³⁾	\$10.00 first hour \$5.00 additional hour

kitchen	\$ N/C
classrooms	\$ N/C
tables / chairs	\$ N/C
china / flatware ⁽²⁾	\$ N/C
punch bowl / cups ⁽²⁾	\$ N/C
linens ⁽⁴⁾	\$ N/C
piano	\$ N/C
recreation equipment	\$ N/C
audio system	\$ N/C
setup time ⁽⁶⁾	\$75.00
custodial hourly rate ^{(1) (5)}	\$25.00
deposit	\$75.00

Administration Building ^{(4) (5)} \$75.00

accessory uses:

utilities ⁽³⁾	\$10.00 first hour \$5.00 additional hour
setup time ⁽⁶⁾	\$35.00
custodial hourly rate ⁽¹⁾	\$25.00
deposit	\$30.00

Children's Education Building ⁽⁷⁾ \$75.00

accessory uses:

utilities ⁽³⁾	\$10.00 first hour \$5.00 additional hour
custodial hourly rate ⁽¹⁾	\$25.00
deposit	\$ N/A

Music / Education Building Official Use Only

Other Identified Special Uses:

_____	\$
_____	\$
_____	\$
_____	\$
_____	\$
TOTAL	\$ _____

- (1) In all instances, the User will be assessed a minimum of one-hour of the indicated custodial rate as an administrative fee for final inspection of the facilities after User's event.
- (2) Any breakage will be billed at actual cost for replacement.
- (3) \$50.00 maximum cost per day.
- (4) For events under 75 guests/attendees the User may self-perform or make arrangements for cleaning services by a private, commercial janitorial service deemed acceptable to the Church, at User's expense. User shall perform, or janitorial service shall perform, all cleaning no later than the following day or prior to the Church's next scheduled use, whichever is the earlier. User may self-perform cleaning of linens if cleaning can be performed promptly, otherwise User shall utilize a commercial dry cleaning facility at the User's expense. User shall perform cleaning of facilities and linens promptly, and linens returned to the Church before release of deposit will be made.
- (5) For events with 75 guests/attendees greater the User must provide, at User's expense, cleaning services provided by a private, commercial janitorial service deemed acceptable to the Church and commercial dry cleaning facility if linens were used. Said cleaning services for facilities must be completed no later than the following day or prior to the Church's next scheduled use, whichever is the earlier. Cleaning of linens must be performed promptly and linens returned to the Church before release of deposit will be made.
- (6) If setup or decoration of the facility is desired in advance of the date reserved for the event, the facility will be made available for a four (4) hour time period, beginning at 5:00 PM on the date immediately prior to the event for such purpose if it does not conflict with any other scheduled use.
- (7) May only be used only for child care services in conjunction with requested use of Sanctuary, Chalice Hall, Disciples Hall or Administration building. Fees associated with utilities, custodial and deposit will be assessed for this use.

EXHIBIT "D"
NONMEMBER FACILITY USE FORM (Single Event)

Nonmember: A Nonmember (single event) is a private event, use or function which is not associated with the church. Any Nonmember event shall not have more than 150 attendees. All activities associated with the event, except for cleaning activities, shall end by 10:00 P.M. the day of the event. Also refer to Exhibit "E" to determine use the appropriate qualification.

Requested Use

Fees and Deposits

Sanctuary ⁽⁵⁾⁽⁶⁾

\$500.00

accessory uses:

utilities	\$10.00 first hour \$5.00 additional hour
sexton	\$100.00
setup time ⁽⁷⁾	\$150.00
custodial hourly rate ⁽¹⁾	\$25.00
deposit	\$300.00

Chalice Hall ⁽⁴⁾⁽⁵⁾⁽⁶⁾

Limited Usage

accessory uses:

utilities	\$10.00 first hour \$5.00 additional hour
kitchen	Unavailable
china / flatware	Unavailable
punch bowl / cups	Unavailable
linens	Unavailable
custodial hourly rate ⁽¹⁾	\$25.00
deposit ⁽⁴⁾	\$75.00

Disciples Hall ⁽⁵⁾⁽⁶⁾

\$500.00

accessory uses:

utilities	\$10.00 first hour \$5.00 additional hour
kitchen	\$150.00
classrooms	\$50.00 each
tables / chairs	\$15.00 each (1 round table with 6 chairs)
china / flatware	Unavailable

punch bowl / cups	Unavailable
linens	Unavailable
piano	\$ N/C
recreation equipment	Unavailable
audio system	By permission only
sexton	\$100.00
setup time ⁽⁷⁾	\$100.00
custodial hourly rate ⁽¹⁾	\$25.00
deposit	\$350.00 / \$500 with kitchen

Administration Building \$150.00

accessory uses: ⁽⁵⁾⁽⁶⁾

utilities ⁽³⁾	\$10.00 first hour \$5.00 additional hour
sexton	\$100.00
setup time ⁽⁷⁾	\$50.00
custodial hourly rate ⁽¹⁾	\$25.00
deposit	\$125.00

Children's Education Building Unavailable

Music / Education Building Unavailable

Other Identified Special Uses:

_____	\$
_____	\$
_____	\$
_____	\$
_____	\$

TOTAL \$ _____

- (1) In all instances, the User will be assessed a minimum of one-hour of the indicated custodial rate as an administrative fee for final inspection of the facilities after User's event.
- (2) Any breakage will be billed at actual cost for replacement

- (3) \$50.00 maximum cost per day.
- (4) May only be used only in conjunction with on-site wedding service as bride and bride's maids room. Fees associated with utilities, custodial and deposit will be assessed for this use.
- (5) For events under 75 guests/attendees the User may self-perform (self-performance of cleaning must be approved by the Church in advance of the event) or make arrangements for cleaning services by a private, commercial janitorial service deemed acceptable to the Church, at User's expense (a copy of the service agreement with the commercial janitorial service must be submitted to the Church no later than 14 days before the event). User shall perform, or janitorial service shall perform, all cleaning no later than the following day or prior to the Church's next scheduled use, whichever is the earlier. User may self-perform cleaning of linens if cleaning can be performed promptly, otherwise User shall utilize a commercial dry cleaning facility at the User's expense. User shall perform cleaning of facilities and linens promptly, and linens returned to the Church before release of deposit will be made.
- (6) For events with 75 guests/attendees greater the User must provide, at User's expense, cleaning services provided by a private, commercial janitorial service deemed acceptable to the Church (a copy of the service agreement with the commercial janitorial service must be submitted to the Church no later than 14 days before the event) and commercial dry cleaning facility if linens were used. Said cleaning services for facilities must be completed no later than the following day or prior to the Church's next scheduled use, whichever is the earlier. Cleaning of linens must be performed promptly and linens returned to the Church before release of deposit will be made.
- (7) If setup or decoration of the facility is desired in advance of the date reserved for the event, the facility will be made available for a four (4) hour time period, beginning at 5:00 PM on the date immediately prior to the event for such purpose if it does not conflict with any other scheduled use.

EXHIBIT "E"

NONMEMBER FACILITY USE FORM (Repeated/Scheduled Events)

User's proposal for facility use must be provided by a detailed written proposal, to include type of use, function and service to the community, days and hours of use. Requested use, use fees, deposits, conditions for use, termination clause, contract format and insurance coverages to be determined by the Church's Property Ministry and approved by the Voting Board. No term of use shall extend for more than one twelve (12) month period. User will be required to submit a detailed written proposal for any subsequent use period, not to exceed twelve (12) months.

EXHIBIT "F"
USE REQUEST FORM

Organization: _____

Type of Function: _____

Primary Contact:

Name: _____

Address: _____

Phone Number: _____ (daytime)

_____ (evening)

Alternate Contact

Name: _____

Address: _____

Phone Number: _____ (daytime)

_____ (evening)

Facility Requested:

- _____ Sanctuary
- _____ Administration Building
- _____ Children's Building
- _____ Chalice Hall
- _____ Disciples Hall
- _____ Kitchen
- _____ Sound System
- _____ Sports Equipment

Use Activity:

Estimated Attendance: _____

Requested Date: Day _____ Month _____ Date _____ Year _____

Hours of Use: _____ a.m./p.m. To _____ a.m./p.m.

The User acknowledges, by the signatory(s) below, that they have read, understood and accept the terms and conditions stated within the Facility Use Guidelines for the use of the facilities owned by the First Christian Church and, as the User, agree to see that all individuals associated with this use shall respect and follow these Guidelines.

Further, it is understood and agreed that the User agrees to indemnify and save harmless the First Christian Church, its agents, servants, its employees and members against any claims of injury, actual or alleged together with all costs, expenses, and attorney's fees through liability insurance coverage or otherwise, arising out of or from the use of the facilities by the User, their guests and/or individuals participating in activities associated with the permitted use.

The undersigned individual(s) acknowledge they are duly authorized to sign for the User and agree to be individually responsible for any damages, if any, caused by this event and all costs to correct same shall be payable to the Church immediately upon demand in the amount of the actual repair irrespective of any amount previously submitted as deposit.

User Signature _____ Date _____

Printed Name _____

User Signature _____ Date _____

Printed Name _____

Authorizing Signature _____ Date _____

Printed Name _____