

Church Rental Agreement

This Church Rental Agreement (“Agreement”) is made as of the date set forth below, by and between:

Berthoud Foursquare Church, having an address at:

500 4th St.

Berthoud, CO, 80513

(Hereinafter referred to as the “**Church**”)

And

, Having an address at:

Tel No:

(Hereinafter referred to as the “**Lessee**”)

Whereas, the lessee desires to rent from the Church and the Church desires to rent to the lessee the church located at 500 4th St., Berthoud, CO (the “**Church**”) on the terms and conditions set forth below.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Terms of Rental.** Subject to the terms and conditions contained herein, during the term of the Rental Period (as defined in Section 2 below), the Church hereby rents to the Lessee the church for Lessee’s use solely in connection with the following event: (Describe Event) _____
(the “**Event**”).

In connection with said rental (Subject to section 5), the Lessee shall have access to and use of the Church’s nave, main level classroom, main level stage room, lower classroom, restrooms, tables, chairs, and parking lot. Subject to Section 6, 11, and 12 below, the Lessee may also have access to and use of the Church’s projector (includes monitor), audio system, upstairs balcony, fenced-in grounds, basement, and kitchen facilities.

2. **Rental Period.** The Lessee shall have use of the Church for the Event on _____, 20 ____, between the hours of _____ and _____ (the “**Rental Period**”). The Rental Period includes any set-up time for Lessee’s Event.

3. **Reservation Deposit.** A deposit of \$ 500 (the “**Reservation Deposit**”), is held as a reservation for the function and will be credited towards the Base Fee (as described in Section 5 below). If the lessee wishes to cancel the function for any reason, the deposit shall be **non-refundable** as a pre-estimate of the costs incurred by the Church and not as a penalty. The Church reserves its rights and remedies for any expenses and damages incurred as a result of any cancellations _____.

4. **Security Deposit.** In addition to the Total Rental Charge (as described in Section 7 below), the Lessee shall pay the Church an additional charge of \$500 (the “**Security Deposit**”) upon execution of this Agreement. Within ten (10) days of the conclusion of the Event, the Church shall refund the Security Deposit to Lessee provided that the Lessee or anyone attending the lessee’s event, has not caused damage to the church, its contents and/or the Church grounds and has adhered to any specific usage rules and regulation which have been provided by the Church and are incorporated into this Agreement. Upon demand from the Church, the Lessee shall immediately pay the Church the cost to repair any damage in excess of the Security Deposit _____.

5. **Base Fee.** A fee of \$ 1000 (the “**Base Fee**”) will be charged to the Lessee for access to and use of the Church’s nave, main level classroom, main level stage room, lower classroom, restrooms, tables, chairs, and parking lot for the Event _____ .
6. **Reception Charge.** A fee of \$ 300 (the “**Reception Charge**”) shall be charged to the Lessee, in addition to the Base Fee, should the Lessee desire to hold a reception for the Event and have use of the Church’s fenced-in grounds, basement, and kitchen facilities _____ .
7. **Total Rental Charge.** In consideration for use of the Church for the Event, the Lessee shall pay the Church a rental fee of \$ _____ (the “**Total Rental Charge**”). This charge includes the Base Fee, Reception Charge (if applicable), Projector and Audio Charge (if applicable), and the Security Deposit payable in full fourteen (14) days prior to the dates of the Event.
8. **Maximum Capacity.** No more than 354 (238 in the sanctuary, 67 in the basement and 49 on the balcony) persons shall be permitted in the Church at any one time _____ .
9. **Decorations.** The only decorations permitted in the Church are those which may be placed on the floor, on tables, or secured to the pews and upstairs banister with masking tape or rope **only**. The lessee shall not hang, tape, or tack/nail any decorations onto the walls or ceilings of the Church unless expressly authorized in writing by the Church. The lessee shall not have open flames such a candles, sparklers, fireworks, or any torches in or on the churches property. The lessee shall not spread real flower petals or place flowers on the floor or tables without a container. Fake petals and real flowers in containers are permitted. It shall be the Lessee’s responsibility to promptly remove all decorations upon the conclusion of the Event _____ .
10. **Rental Chairs, Tables, and Other Equipment.** The Lessee may with the prior written consent of the Church, rent chairs, tables or other equipment other than those already present in the Church for the Event. The Lessee shall be solely responsible for use of any such third-party rentals and shall promptly remove any such additional chairs, tables or other equipment at the end of the Rental Period _____ .
11. **Use of Kitchen Facilities.** The use of the Hall’s kitchen facilities, should the Lessee choose to hold a reception and **only** upon the agreement of a reception, shall be subject to the following rules, which may be supplemented at any time by specific instruction of the Church _____ .
- (a). The kitchen facility shall be kept clean at all times and all boxes, food and trash originating with the Lessee shall be promptly removed at the end of the Rental Period;
- (b). May use any of the Church pots, pans and other cooking utensils, the coffee machines or any other equipment or materials stored in the kitchen facility.

(c). The Church may, in its discretion, require any food caterer to produce evidence of liability insurance as a condition to servicing the Event.

12. **Projector and Audio Charge.** Should the Lessee desire access to and the individual use of the projector and the included monitor, the Lessee shall be charged a fee of \$ 30 (the “**Projector Charge**”) _____. Should the Lessee desire access to and the individual use of the audio system, the Lessee shall be charged a fee of \$ 30 (the “**Audio Charge**”). The desired use of **both** the projector with its included monitor and the audio system will subject the Lessee to a fee of \$ 50 (the “**Projector and Audio Charge**”) _____. None-other than authorized Church members or licensed and certified audio and video technicians are permitted to move, oversee and manage the audio system and projector with the included monitor _____. Should the lessee desire for a church member to oversee the audio system and projector with the included monitor a fee of \$75 shall be charged for the duration of the event _____.
13. **Usher Requirement.** Should the Lessee desire to use the upstairs balcony or attic rooms, the Lessee is required to have an usher (up to the Lessee’s discretion) present to prevent guests from leaning on the balcony banisters and to stop guests who are under the age of 16 from entering the balcony area _____.
14. **Damage.** The Lessee shall be responsible for, and shall reimburse and indemnify the Church for any personal injury or property damage, or loss or liability of any kind incurred by the Church as a result of any of the activities of the Lessee or of the Lessee’s guests, incurred in connection with Lessee’s rental of the Church. This includes, but is not limited to, clean-up of the Church, damage to walls and floors, damaged or stolen kitchen utensils, damage to the kitchen facilities, damaged or stolen chairs and tables, damage to the lawn, damaged or stolen furniture, damaged or stolen church decorations, or damaged or stolen audio equipment. The Lessee is expected to enforce that there be no feminine products or foreign objects lodged in the toilets or clogging the sinks to prevent damage to the plumbing of the Church. Failure to enforce this may result in the lessee being liable and financially responsible for any plumbing issues resulting during or immediately after the Event. Upon conclusion of the Event, Lessee shall surrender possession of the Church in the same condition as existed prior to the Event. Failure to do so shall result in a loss of the lessee’s security deposit and further financial responsibility depending on the type of damage(s) _____.
15. **Alcoholic Beverages.** No alcoholic beverages are to be consumed inside or outside of the Church. Lessee shall indemnify and hold harmless the Church from any and all liability if Lessee or Lessee’s guests have alcoholic beverages at the Event without the Church’s knowledge or approval _____.
16. **Compliance with Laws.** The Lessee shall at all times comply with all applicable laws and regulations and shall not use or occupy the Church for any unlawful purpose or permit others to use or occupy the Church for any unlawful purpose _____.

17. **Indemnity.** Lessee shall indemnify and keep and hold harmless the Church from any and all damages, costs, expenses, and liability for anything and everything whatsoever, arising from, or out of, the occupancy by, Lessee of the Church and from any loss, or damage, arising from or out of, the occupancy by, Lessee of the Church and from any loss, or damage, arising from any default, or negligence, by the Church, or failure on the Church's part to comply with any of the covenants, terms, and conditions herein contained _____ .

18. **Rules and Regulations.** The Church reserves the right to add additional rules and stipulations to use of the Church from time to time in its sole discretion, which rules and regulations shall be shared with the Lessee and are hereby made a part of this Agreement. Non-compliance with any such rules or regulations may result in immediate termination of this Agreement, closing of the Hall and removal of the guests from the premises at the option of the Church and forfeiture of the Security Deposit _____ .

19. **Assignment.** Lessee shall not assign or otherwise transfer this Agreement without the Church's prior written approval. Any purported assignment or transfer in violation of this Section 19 shall be void _____ .

20. **Force Majeure.** The Church shall be excused for any failure or delay in performing any of its obligations under this Agreement if such failure or delay is caused by *force majeure*. "**Force Majeure**" means any act of God or the public enemy, any accident, explosion, fire, storm, earthquake, flood, or impracticality (including potential violation of any applicable law, rule or regulation), or any other circumstance or event beyond the reasonable control of the party relying upon such circumstance or event _____ .

21. **Miscellaneous.**

(a). Should any part or provision of this Agreement be found unenforceable, the validity and enforceability of such part or provision to this extent not found to be unenforceable, and of the remaining parts or provisions, shall not be affected.

(b). This Agreement embodies the entire agreement of the parties hereto, and therefore are no agreements or understandings relating thereto which are not set forth herein. No modifications of the Agreement shall have any force or effect unless in writing and signed by both parties.

(c). No waiver of any provision hereof or the failure to correct a breach hereof by either party shall act as a waiver of such provisions or of the right to enforce any subsequent breach hereof.

(d). This Agreement shall be governed and interpreted in accordance with the law of the State of Colorado without reference to conflict of laws. Only the federal and Colorado State courts in Larimer County, Colorado shall have jurisdiction over this Agreement and any controversies arising out of this Agreement, and any controversies arising out of this Agreement shall be submitted only to such courts. The parties hereto submit to the jurisdiction of such courts for the purposes of interpretation and enforcement of this Agreement.

In Witness Whereof, the parties hereto have caused this Agreement to be executed and effective as of the date set forth below.

Dated: _____

Berthoud Foursquare Church Lessee

Date: _____ Name: _____ Signature: _____

Berthoud Foursquare Church Pastor

Date: _____ Name: _____ Signature: _____