



APPENDIX E FACILITY USE AGREEMENT

The First Unitarian Church of Orlando
1901 East Robinson Street
Orlando, FL 32803
407-898-3621

This agreement is between _____
(hereinafter: "Guest (s)") and the First Unitarian Church of Orlando (hereinafter "Church") for the space and under the conditions specified in Exhibit A attached to and incorporated in this Agreement.

The GUEST AGREES:

_____ 1. To use the space(s) solely for the purpose and for the exact dates and times described in Exhibit A and no other purposes, uses, dates, or times at all unless this agreement is duly amended to include them.

_____ 2. To not assign any portion of this Agreement to any other responsible party without written permission of the Church.

_____ 3. To comply with all statutes, laws, ordinances and requirements of all local, state and federal authorities now in force, the policies of the Church and, further, to comply with the Conditions of Use as detailed in Exhibit B and incorporated in this Agreement.

_____ 4. To be responsible for the conduct of those coming to, or participating in the activity for which this application is being made, and to pay fully for any damage to space or equipment beyond normal wear and tear that may occur as a result of this activity.

_____ 5. To sign the Indemnification form (Exhibit C) and comply with its conditions.

_____ 6. To remit with this agreement a deposit(s) (Exhibit D).

_____ 7. To remit, on or by _____, payment in full for all charges detailed in Exhibit D.

_____ 8. Extra Charges. The fees in Attachment D are based on the specific spaces, hours of use, equipment, conditions of use, and special services delineated in Attachment B. If a Guest requests and receives additional spaces, times, services or equipment not included in this Facility Use Agreement, additional charges may be calculated by the Church and will be due on or before the date of the event.

_____ 9. To notify the Church if the event is to be cancelled: 30 days prior with full refund less a \$30 administration fee; less than 30 days with loss of one-half of the deposit; or less than 5 days with full loss of the deposit.

_____ 10. Alcoholic beverages: Beer and wine are the only alcohol permitted** . If the Guest plans to serve alcohol, the Church must be notified in advance and written permission must be given by the Church Administrator. Once approved, the Guest agrees to have all alcohol served only by designated adult bartender(s) (21 years and older). The designated bartender(s) must monitor alcohol consumption, and must refuse service to any guest who is

intoxicated, near intoxication or under age. ****Note: No beverages, alcoholic or otherwise, with the exception of water, are allowed in the Sanctuary.**

_____ 11. The Church will not obtain a liquor license for your event. Payment for alcohol is not allowed, whether by the drink or in the form of payment at the door.

_____ 12. Smoking Policy: No smoking of any kind, including e-cigarettes, is allowed inside any building/room or within any courtyard area of the Church, the labyrinth or within 25 feet of any building. This applies at all times and to all persons and groups making use of the campus.

_____ 13. The Church kitchen is not a commercially licensed facility. As such, if the Agreement includes the Guest using the kitchen, it must only be used for limited prep and warming purposes, not for cooking. The kitchen shall be cleaned following use.

The CHURCH AGREES:

1. That the space and equipment specified in Exhibit A shall be provided in good condition, set up as agreed and in working order.

3. That a Church Host and/or Audio-Visual Tech (see Fee Schedule), will be present at the specified event start time to open the building and to answer questions and assist with the details of space and equipment use, and will remain during the event to assist with closing down the building. **The facilities will be opened 15 minutes prior to the event start time and closed 15 minutes following the end time unless otherwise agreed to in the Agreement.**

4. In the event of a timely cancellation (per paragraph 9 above), to refund the security deposit included with this Agreement, minus a \$30 administrative fee.

This agreement and its attached exhibits constitute the entire agreement between the parties and may be modified only by a written addendum signed by both parties.

For the Guest:

Responsible person(s): _____

Print Name(s): _____

Organization: _____

Date: _____

For the Church:

Responsible person(s): _____

Print Name: _____

Date _____

Exhibit A
SPACE(S) AND SERVICES

Name(s): (responsible group or person) _____

Contact person: _____ Telephone: _____

Address: _____ Best time to call: _____

City: _____ State _____ Zip _____

Email: _____

Website: _____ Number of people (estimate) _____

Purpose of rental: _____

SPACE(s), ITEMS RESERVED:

- | | |
|--|---------------------------------------|
| _____ Sanctuary | _____ Gore Hall Room A |
| _____ Sanctuary piano | _____ Gore Hall Room B |
| _____ Sanctuary/Gore Hall Courtyard | _____ Enrichment Center Room 1 |
| _____ Labyrinth | _____ Enrichment Center Studio |
| _____ Gore Hall Main Hall | _____ Enrichment Center Assembly Room |
| _____ Gore Hall piano | _____ Enrichment Center Courtyard |
| _____ Gore Hall Kitchen - only with use of
other Gore Hall spaces | |

OTHER RESERVED SPACES/ITEMS:

DATES AND TIMES

Any additional time, beyond the agreed upon start and end times, will be charged to the Guest at the usual hourly rate.

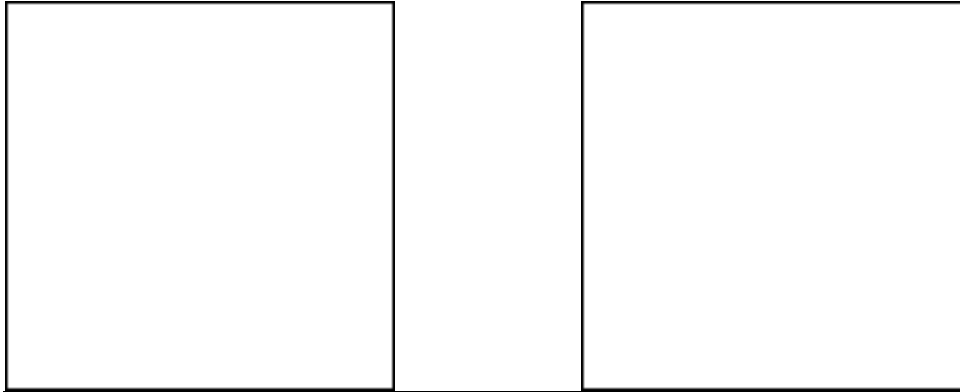
Date: _____ (Day of week) From: _____ (entry time) To: _____ (exit time)

The Church facilities will be opened and closed at the above date and times by (Host name):

OTHER SERVICES: Custodial services to be provided by the Church.

Room Setup:

For (specify room): _____
Set-up requirements: If a specific set-up is required, a final set-up diagram must be provided to the Church two weeks before the event. Use the boxes below to indicate where you want tables, chairs, a podium, etc.



Two empty rectangular boxes are provided for drawing a set-up diagram. The boxes are positioned side-by-side and are currently blank.



A large empty rectangular box is provided for drawing a set-up diagram. The box is currently blank.

Exhibit B

CONDITIONS OF USE

Piano Use

Guests may not use the pianos in the Sanctuary or Gore Hall, unless they pay the required fee and agree that they will use them solely as musical instruments and that their use will be reasonable. (See Exhibit A.) They may not move them without prior permission, may not allow unsupervised children to play on them and may not put food or drink on them. If they want one or both tuned prior to their event, they must pay the Church a tuning fee of \$150 per piano. The Church will then hire a known and trusted tuner for the job.

Sound Systems

The sound or recording systems in the Sanctuary and Gore Hall are available upon request for an additional fee (see Exhibit D). Recorded music must be provided by the Guest. The Church will arrange for audio-video techs, and a fee will be charged.

Controlled Substances

The consumption or use of marijuana, narcotics, or other controlled substances shall not be permitted at any time on the Church property, including the outdoor spaces and parking lots.

Children and Youth

Minor children must be under the supervision of their parents or their surrogates. At any event attended by minor children, no fewer than two adults (age 18 or older and at least 5 years older than the oldest minor) must be present at all times.

Food and Drink

Food and drink are not allowed in the Sanctuary.

Use of the Gore Hall kitchen

The kitchen may be used to warm/chill and assemble foods but may not be used to prepare (cook) foods as it is not a licensed commercial kitchen. Guests may not use cutlery, dishes, pots and pans, and food items belonging to the Church.

Decorations

All decorations must be non-invasive (i.e. no nails, tacks, pins or staples). None may be attached to light fixtures. Please check with the Church Administrator to determine if specific decorations are permitted. All decorations must be removed immediately following the event.

A Clean Facility

Guests will be responsible for the removal of everything they brought into the facility or onto Church grounds, including personal property, equipment, and food. In so far as possible Guests will leave the facility in the condition in which they found it. All trash shall be placed in the provided trash receptacles.

Recycling

Recycling is a Church policy. Receptacles for recycling glass, plastic and paper are available on Church property. Please use them.

Bicycles and Skateboards

No bicycles or skateboards are allowed inside the church facility. No skateboarding is allowed on campus. Bicycle racks are provided adjacent to Gore Hall by the parking lot.

Parking

Campus parking is available only during the period of time that a group has contracted to use the facility. It is available on a first-come, first-served basis. Any damage to vehicles is at the owner’s expense. On-site parking capacity is 80, including three ADA compliant spaces..

Security

The Church strives to maintain a safe and secure campus, however, no system is foolproof. We ask that all users pay close attention to personal property and valuables and not leave them unattended. The Church is not responsible for theft of or damage to personal property. The Church utilizes on-site security cameras for monitoring purposes.

Quiet Enjoyment

The Church is a multi-use facility, and one or more other groups may be using it simultaneously. Please respect the rights of others to enjoy their space in quiet.

Final Decisions

If there are questions about what is allowed or the terms of this Agreement, contact the Church Administrator, who has final say and the authority to cancel this contract.

Certified as read and understood:

_____ for the Guests
(sign here)

on (date) _____.

Exhibit C
Indemnification of the Church
And Additional Insured

Guest shall indemnify, defend (by counsel acceptable to the church), and hold the Church harmless, from and against all claims, liability, loss, and damage whatsoever on account of any injury to or death of any person and from any damage to, destruction of, or loss of use of any property which at any time may be suffered or sustained by any person or entity arising out of or resulting from any failure of the Guest to perform any covenant required to be performed by the Guest hereunder, any act or omission, negligent or otherwise, of any person or entity (except for any negligent act or omission of the Church), any occurrence on or about the Church property, and the use or condition of the Church property, and from and against all costs and expenses, including attorneys' fees incurred at the trial level and in connection with all appellate proceedings, arising therefrom. Furthermore, the Guest hereby waives any and all claims against the Church for any injury to or death of any person or for any damage to, destruction of, or loss of use of any property which at any time may be suffered or sustained by any person or entity, arising out of the use or condition of the Church property, any act or omission, negligent or otherwise, of any person or entity (except for any negligent act or omission of the Church), and any occurrence on or about the Church property. The foregoing indemnification agreement and waiver shall remain in effect notwithstanding any termination of this Agreement. Furthermore, such indemnification agreement and waiver shall not be construed as limiting or otherwise affecting in any manner the liability of any insurer under the terms of any liability insurance policies procured by either the Church or Guest.

If the Guest is a business or other organization covered by a general liability insurance policy, the Guest shall request of their insurer a rider on the policy naming the Church as additional insured for the date of the event and shall provide a copy of the rider to the Church at least 10 days in advance of the event.

Attest:

_____ for the Guest(s) on
Please sign

(date)_____

_____ for the Church on (date) _____

Exhibit D Facility Rental Fees

SUMMARY OF FACILITY RENTAL FEES

A detailed breakout can be found in the fee schedule.

	Event deposit (25%)
	Damage deposit (15%)
	Room fee
	Custodial fee
	Audio Visual Tech fee
	Host fee
	Other fee
	TOTAL

Guests' damage deposit is refundable following a determination by the Church staff that there were no damages. It will be forward within 15 business days.

Date event deposit was received: _____

Date damage deposit was received: _____

Date balance of fees was received: _____

Date damage fee was returned: _____

Payments for the event deposit, damage deposit and final payment can be made with either a check or credit card at the church office.

THANK YOU!!

Guest(s) please sign here

Date

If the Guest has any questions or concerns prior to the event, please contact the church administrator.

Revised August 12, 2019