



FACILITIES USE AGREEMENT

This agreement by and between BIG TREE WESLEYAN CHURCH, 4163 FAIRVIEW PKWY. BLASDELL, NY 14219 (“Owner”), and THE PERSON FILING THIS EVENT REQUEST AND THE ORGANIZATION/GROUP THEY REPRESENT (“User”), will take effect on THE DAY(S) REQUESTED BY USER AND APPROVED BY OWNER and will terminate at the END OF THE EVENT REQUESTED BY USER AND APPROVED BY OWNER.

WHEREAS, Owner owns premises located at 4163 FAIRVIEW PKWY. BLASDELL, NY 14219 which is normally used for RELIGIOUS SERVICES, GATHERINGS, and EVENTS, and WHEREAS, User desires to use the facilities for the purpose of a PRIVATE EVENT/PARTY/GATHERING, and WHEREAS, Owner has agreed to allow User to use the facilities provided that the following terms and conditions are met.

1. Owner agrees to let User use the above described premises for the above described purpose on the dates requested by the User and approved by the Owner.
2. **NON-FEE AGREEMENT.** In consideration for the benefit of using Owner’s facilities, User agrees to abide by all the terms and conditions of use described in this agreement. Donations made to BIG TREE WESLEYAN CHURCH are graciously accepted and are tax deductible.
3. User 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. User agrees that it will not use the premises for any purpose that is contrary to the mission, purpose or belief of the Owner, which is a biblically-based religious institution.
5. User agrees to abide by any rules or regulations for the use of the premises that are attached to this agreement.
6. User agrees that it is solely responsible to implement appropriate screening and supervision procedures to protect children, youth, and vulnerable adults attending User’s function at the above described facilities.

7. **ORGANIZATIONAL USERS.** User promises and warrants that it carries liability insurance with a minimum liability occurrence limit of \$1,000,000. The User will provide a certificate of insurance to the Owner at least seven days prior to the date upon which the User begins to use the above described premises. The certificate of insurance will indicate that User has made Owner an “additional insured” on User’s policy with respect to the use by User of the above described premises.

INDIVIDUAL USERS. User promises and warrants that User will obtain signed Activity Participation Agreements (either provided by or acceptable to Owner) from each participant in the activity. If the participants are minors, User will obtain the signature of at least one parent or legal guardian on each Activity Participation Agreement.

8. User agrees to hold harmless, indemnify and defend Owner (including Owner’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 User’s purposes, regardless of whether such injury or damage results from the negligence of the Owner (including Owner’s agents, employees and representatives) or otherwise.

9. User agrees to be responsible for preparing for use and returning to the pre-use condition all areas of the premises which User will use, including entrances and exits.

10. User agrees to conduct a visual inspection of the premises, including entrances and exits, prior to each use, and warrants that the premises will be used only if it is in a safe condition.

11. This agreement may be canceled unilaterally by Owner (including Owner’s agents, employees, and representatives) or User within 24 hours of written or electronic notice to the other party.

12. In the event that Owner must cancel this agreement, User will be entitled to any deposit User has paid. However, in no event will Owner be liable to User for any lost profits or incidental, indirect, special, or consequential damages arising out of User’s inability to use the above described premises, even if Owner has been advised of the possibility of such damages.

13. User 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 the Owner.

14. Owner and User agree that any disputes arising under this agreement will be resolved via a mutually acceptable alternative dispute resolution process. If Owner and User cannot mutually agree upon such a process, the dispute will be submitted to a three-member arbitration panel of the American Arbitration Association for final resolution.

15. This document contains the entire agreement of the parties and supersedes all prior written or oral agreements relating to the subject matter.

HOUSE RULES

USE POLICY FOR ALL EVENTS AND ALL USERS

1. Only the area(s) authorized may be used.
2. Be mindful of others in shared spaces with regard to conduct.
3. Only the equipment authorized may be used. Computers, copiers, sound equipment, etc., may not be used without approval. Ministry leaders may use the copier.
4. Decorations must not damage the facilities or furnishings in any way. Church decorations should not be removed. In order to keep the church facilities in good condition, if possible, use only poster putty to attach decorations to any part of the church. If this is not possible, contact the Head Trustee.
5. Nursery Use. The nursery may be used for your event if arrangements are made one month in advance with the Nursery Director.
6. Damage. If you or your group break it you are responsible to replace it.
7. Church Equipment & Services. Use of facilities does not include use of Church's technical equipment by outside persons. The Church's tech equipment can only be operated by Church tech personnel. If you wish to use the Church's technical equipment, make your request at least 4 weeks in advance of the event date to ensure personnel is available. Specific equipment needs should be finalized directly with tech personnel. There may be an equipment and/or a technician fee.
8. Advertising the Event. Any public advertisement by Party for the Event must state that the Church is not affiliated with the event and/or Party.
9. Right of Entry & Termination. The Church maintains the right of entry at any time during the event to ascertain that the Party and guests are acting in compliance with all rules and Terms of Use. Church reserves the right to terminate the event at any time during scheduled event if Church staff deems it advisable due to serious infractions of terms of use.
10. No Assignment. Use of the included facilities are particular to the undersigned Party, the Party's organization and invitees. This Use Agreement is not assignable nor transferable to any other individual or organization.

CLEANING AFTER EVENT:

- You must provide your own paper products, coffee, and food items for your event. Do not use church supplies.
- Remove all trash from receptacles in utilized space(s) and place them in the green trash cans in the utility room of the Kitchen. Clean all floors, surfaces, and dishes used.
- Turn off all coffee pots, hot plates, and lights before leaving the premises.
- If you were provided a church key, it must be returned to the church office.

USE RESTRICTIONS

Party and Guests agree to the following restrictions while using Church facilities:

- No smoking in any building or near entry points
- No alcoholic beverages, or use of any illegal substances on Church grounds.
- No criminal activities or violations of local ordinances including noise ordinance.

- No dangerous activities including use of open flames.
- No defacing of the physical property including but not limited to: tape, staples, glitter, or nails on any surfaces.
- No firearms, explosives, fireworks or similar items.
- No uses for any activities related to practices contrary to Church religious beliefs or The Discipline of the Wesleyan Church. Contact the church office as needed for additional information about the degree to which your event conforms to the guidelines of The Wesleyan Discipline.