

# Facility and Equipment Use Application and Agreement

Attention Chairman of the Trustees Bethel United Methodist Church

Circle type of user: Member    Non-Member    Non-Profit    Service Organization

(If applicable) Organization or Group name (hereafter "Organization")

Organizational Representatives name: \_\_\_\_\_

(If applicable) Individual user (hereafter "Individual")

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email address: \_\_\_\_\_

Organization's contact person: \_\_\_\_\_

Organization's address: \_\_\_\_\_

Organization's phone: \_\_\_\_\_

Email address: \_\_\_\_\_

Specific description of event:

Rooms Requested (Circle)    Social Hall    Warming Kitchen    Classroom    Pavilion Room

Estimated Number of Attendees: \_\_\_\_\_

**Reservation Details (MANDATORY)**

Date of Event, day of the week and full date: \_\_\_\_\_

Set Up Start Time: \_\_\_\_\_

Start Time of Event: \_\_\_\_\_

End Time of Event: \_\_\_\_\_

Clean Up Finish Time: \_\_\_\_\_

**Office Use Only**  
 Trustee/Church Member: \_\_\_\_\_  
 Contact Information: \_\_\_\_\_ phone  
 Email: \_\_\_\_\_

If you are requesting a regular meeting time for an organization what is the frequency of events?

**Reservation Example: Mother/Daughter Tea, Saturday, April 26, 2014**

**Set Up: 8:00 a.m., Start Time: 1:00 p.m., End Time: 5:30 p.m., Clean up Finish Time: 7:00 p.m.**

*Office Use Only*

Calendar	Sent to Trustees	Approved Trustees	UMW Catering	Approved Catering	Deposit Recd	Certificate Insurance	Deposit Returned

**Organizational Terms:**

This Agreement is by and between the above named Organization and Bethel United Methodist Church (hereafter "BUMC"). Organization acknowledges and agrees to the terms and conditions of this Agreement inclusive of its schedules, appendixes and checklists which are incorporated herein by reference. The Organization is represented by Organizations Representative, whose name and signature is affixed below and who is duly empowered to act on behalf of the Organization for the purpose of contracting services and binding the Organization.

The Organization acknowledges that this Agreement was mutually drafted and had adequate opportunity to review and receive legal consultation. The Organization agrees to hold harmless BUMC, its employees, Trustees, volunteers and members from any and all claims arising from the Organization's use of the "BUMC Facilities and Grounds" located at 6903 Blantyre Road-Warrenton, VA. The Organization agrees to hold harmless and indemnify BUMC, its employees, Trustees, volunteers and members from any cost or claims arising from use of the BUMC Facilities and Grounds by the Organization and its event participants. Said indemnification shall include, but not be limited to, all legal fees, courts cost and cost of defense arising from the matter.

The Organization acknowledges and agrees that its liability associated with damage arising from the use of the BUMC Facilities and Grounds is not limited to the Deposit. The Organization shall be liable to the full extent of the cost of repair, replacement and the direct and indirect cost associated with loss of use, associated with the Organization's use of the BUMC Facilities and Grounds, without limit or capitation.

The parties shall each not be held responsible for any cancellation or disruption of an event for reason beyond the parties' control, including but not limited to war, weather, civil disturbance, casualty event, act of God, natural disaster, labor disruption or strikes, terrorist act, government regulation, riots, disaster, national emergency, disease or medical epidemic, government agency issuing a travel advisory or curtailment of transportation facilities or other emergencies or events. In the event of any such event, BUMC shall reimburse Organization for all amounts already paid pursuant to this agreement, and this agreement shall terminate and be of no further force and effect.

The Organization acknowledges and agrees that BUMC may cancel, at BUMC's sole discretion and for any cause or reason, this Agreement by providing the Organization with reasonable advance notice of the cancellation. Such Cancellation shall only entitle the Organization to refund of the paid fee and deposit. BUMC shall have no other liability to the Organization arising from cancellation.

This Agreement shall be governed by the laws of Virginia and any matter arising from this Agreement shall be adjudicated in the Circuit Court of Fauquier County, VA.

Any portion of this Agreement held invalid by adjudication shall not invalidate the remainder of the Agreement or any other term of the Agreement. This Agreement may only be amended by the written consent of both parties. The terms of this Agreement supersedes any other agreement between the parties in this matter, whether written or verbal.

Printed Name of Organizations Representative: \_\_\_\_\_

Signature of Organizations Representative: \_\_\_\_\_

Date: \_\_\_\_\_

**Individual Terms:**

This Agreement is by and between the above named Individual and Bethel United Methodist Church (hereafter "BUMC"). Individual acknowledges and agrees to the terms and conditions of this Agreement inclusive of its schedules, appendixes and checklists which are incorporated herein by reference.

The Individual acknowledges that this Agreement was mutually drafted and had adequate opportunity to review and receive legal consultation. The Individual agrees to hold harmless BUMC, its employees, Trustees, volunteers and members from any and all claims arising from the Individuals use of the "BUMC Facilities and Grounds" located at 6903 Blantyre Road-Warrenton, VA. The Individual agrees to hold harmless and indemnify BUMC, its employees, Trustees, volunteers and members from any cost or claims arising from use of the BUMC Facilities and Grounds by the Individual or its event participants. Said indemnification shall include, but not be limited to, all legal fees, courts cost and cost of defense arising from the matter.

The Individual acknowledges and agrees that its liability associated with damage arising from the use of the BUMC Facilities and Grounds is not limited to the Deposit. The Individual shall be liable to the full extent of the cost of repair, replacement and the direct and indirect cost associated with loss of use associated with the Individual or its event participants use of the BUMC Facilities and Grounds, without limit or capitation.

The parties shall each not be held responsible for any cancellation or disruption of an event for reason beyond the parties control, including but not limited to war, weather, civil disturbance, casualty event, act of God, natural disaster, labor disruption or strikes, terrorist act, government regulation, riots, disaster, national emergency, disease or medical epidemic, government agency issuing a travel advisory or curtailment of transportation facilities or other emergencies or events. In the event of any such event, BUMC shall reimburse Individual for all amounts already paid pursuant to this agreement, and this agreement shall terminate and be of no further force and effect.

The Individual acknowledges and agrees that BUMC may cancel, at BUMC's sole discretion and for any cause or reason, this Agreement by providing the Individual with reasonable advance notice of the cancellation. Such Cancellation shall only entitle the Individual to refund of the paid fee and deposit. BUMC shall have no other liability to Individual arising from cancellation.

This Agreement shall be governed by the laws of Virginia and any matter arising from this Agreement shall be adjudicated in the Circuit Court of Fauquier County, VA.

Any portion of this Agreement held invalid by adjudication shall not invalidate the remainder of the Agreement or any other term of the Agreement. This Agreement may only be amended by the written consent of both Parties. The terms of this Agreement supersedes any other agreement between the parties in this matter, whether written or verbal.

Printed Name of Individual: \_\_\_\_\_

Signature of Individual: \_\_\_\_\_

Date: \_\_\_\_\_

## Terms of Facility and Equipment Use

1. Contact our Calendar Coordinator to check availability: Pam Hunter (540-347-4874).
2. In order to offer the use of our facility; we must offset utility cost and maintain proper upkeep of our facility and equipment. For this reason, **donations are requested** to cover the use of the Social Hall, kitchen and Audio/Visual equipment.
3. Use by non members, non-profit or service organizations must receive advance approval by the Trustees.
4. **FOR WEDDINGS, IN THE SANCTUARY, SEE THE WEDDING BROCHURE!** Wedding receptions must conform to all general usage rules.
5. The room(s) may be reserved 3 months in advance.
6. Reservations are made by submitting an **application**, with a **Certificate of Insurance** (showing BUMC as a named insured party) with a minimum of \$1,000,000 general liability coverage (which may be obtained as a rider on your homeowner's insurance), and a **refundable \$250 deposit**. (The deposit will be returned within 30 days following inspection.)
7. Approved usage by non-profit or service organizations, for regularly scheduled meetings, only requires an application and certification of insurance. No deposit is required. Ongoing usage is dependent on donations sufficient to cover utility cost.
8. Users will be responsible for arranging the room to meet their needs and returning the room to original condition.
9. Users are responsible for any damage or unusual wear and tear.
10. Smoking is prohibited inside the building.
11. No alcohol is permitted in the building or on church grounds.
12. The church is not responsible for snow or ice removal. Salt is not allowed on the concrete or parking lot. Applicants must accept full responsibility for safely clearing walkways to the church prior to use.
13. Users acknowledge and agree to hold harmless and indemnify the church, its employees, Trustees, volunteers and its members for any and all claims may arise the use of the facility and its grounds unless such claims are the result of the negligence or intentional act(s) of the church, its employees, Trustees, volunteers, or members.
14. User shall not store any goods within the facility.
15. Food is only allowed in the Social Hall and its kitchen.
16. Third Party caterers or food vendors must provide a **Certificate of Insurance** (showing BUMC as an additional named insured party) with a minimum of \$1,000,000 general liability coverage prior to the date of use.
17. In case of fire call 911. Evacuate the building immediately.
18. A Bethel Church Trustee or designee will be present for all non-member events.
19. The kitchen is a "warming" kitchen only. If you need catering please advise the Bethel Administrative Assistant. If your application does not include the use of the kitchen you may not use it. User must comply with the kitchen cleaning checklist which is attached and included by reference herein.
20. User shall remove all trash from church property or throw away all trash bags into the outside bins behind the social hall. Otherwise, a \$25 trash removal fee will be deducted from your security deposit.
21. Playground use shall be always supervised by an adult.
22. The provided checklists must be completed, and all procedures followed or fully forfeit the deposit.

# Checklist for Bethel United Methodist Church Building Use

***(To be completed, signed, and placed in the Trustees cubbie)***

- \_\_\_ Carefully put tables and chairs back the way they were before your event.
  - \_\_\_ Clean all tables and equipment used.
  - \_\_\_ Vacuum/sweep all floors used, cleaning any spots on the carpet gently with warm water.
  - \_\_\_ Throw away all trash and put trash bags outside in the bin behind the Social Hall. All trash needs to be bagged.
  - \_\_\_ Clean kitchen (if used) according to attached Kitchen Check list,
  - \_\_\_ Check bathroom, turn off lights, flush toilets and urinal, and pick up trash.
  - \_\_\_ Close and lock all windows and sliding glass doors.
  - \_\_\_ Push "schedule" button on all thermostats that you have turned on. There are two thermostats in the Social Hall, one in the kitchen, two in the sanctuary, one on the 2<sup>nd</sup> floor, one in the Upper Room, and one in the nursery.
  - \_\_\_ Turn off all lights inside and outside the church (except those being used by other groups that may still be in the building)
- Report any damage or unusual wear resulting from the use: \_\_\_\_\_

Report below any biological contamination that occurred during the event. Reportable instances include, but are not limited to, contamination of any surfaces, floorings, etc that came in contact with body fluids, chemical or biological contamination regardless of user's efforts to clean the contamination.

\_\_\_\_\_  
\_\_\_\_\_

*I affirm that the above items have been accomplished in their entirety.*

Authorized signature on behalf of the Applicant:

\_\_\_\_\_

Signature of Bethel United Methodist host/hostess: \_\_\_\_\_

Date: \_\_\_\_\_ Time: \_\_\_\_\_

Refund Due: \_\_\_\_\_

**KITCHEN RULES**  
**PLEASE READ BEFORE USING KITCHEN**

1. **Use gloves when preparing or serving any food**
2. If you use it, clean it and put it back in the proper place
3. **Do not pour grease or other foods down the sink** (we do not have a garbage disposal)
4. Please do not leave any food behind
5. **NO CHILDREN** allowed in kitchen while an event is going on
6. If you use the dishwasher, please **run it &** be sure to **unload it** when dishes are cleaned. Make sure you use **ONLY** the dishwasher powder. **DO NOT USE DISH DETERGENT**
7. Wipe up any spills on the floor or counters
8. Sweep the floor of the kitchen when you are finished
9. Wipe all counters and tables with disinfecting wipes
10. If you bring dishes from home, please take them with you
11. Remove all food stuffs from refrigerator after an event
12. Make sure warming drawers **are turned off & wiped out**
13. Care for all the appliances as if they were your own
14. Make sure all small appliances are cleaned & **unplugged** when you leave (ex: coffee pot, crock pots, etc)
15. Make sure **stove top burners, ovens and fans are turned off**
16. Keep combustibles away from stove top and burners
17. Be sure to place the ice scoop in its holder on side of icemaker. **DO NOT DROP INTO ICE BIN!**
18. Make sure refrigerator and icemaker doors are closed
19. If something is broken or damaged, please notify the church representative for the event
20. Run vacuum over carpeted area if food has been served
21. Empty **all** trash cans and place trash in outside containers. Replace liners (extra in pantry)
22. Make sure lights all lights are turned off
23. **PLEASE SIGN & DATE THE CHECKLIST**

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Signature

Date

**THANK YOU**

Initial \_\_\_\_\_

