

**First Congregational Church UCC of Camden, Maine,
55 Elm Street, Camden, ME 04843
(207) 236-4821**

FACILITIES USE AGREEMENT

Before signing this Agreement, you must read the Terms and Conditions below and sign the form at the end that indicates you understand and will comply with them.

Name of Organization/Person to be the LESSEE _____

Address of Contact Person: _____

Contact Person telephone number _____ Cell Number _____

Contact Person email address _____

Date(s) of Activity/Event _____ Year _____

Number of Attendees expected _____ Maximum Allowed _____

Time or schedule for event or meeting(s): _____

Actual beginning time(s) for Facility Usage: _____

Actual ending time(s) for Facility Usage: _____

Description of Activity/Event _____

Room(s) requested _____

Set-up:

Chairs # _____

Round Tables # _____

Rect. Tables # _____

Number attending event _____

Will you serve food? _____

Does usage require a liability insurance certificate? Yes _____ No _____

FEES: ALL fees and the Liability Insurance Certificate (if specified) are required to be paid in full ten (10) business days prior to the event(s).

Checks are payable to **The First Congregational Church UCC of Camden, Maine,**

Fee/Rental \$ _____ Custodian Fee (Payable to Ryan Berry) _____

Date Received _____

Terms and Conditions

I, the Lessee, agree to follow all the rules and regulations set forth by the First Congregational Church UCC of Camden, Maine, (“the Church”) **and will provide at least one responsible adult, one who knows all these rules and regulations, for all events.** I further agree that this Agreement may not be assigned.

1. Groups or Lessees using the Church at hours other than when the Church Office is normally open shall:
 - a) Obtain permission for such use (such permission to be noted in this Agreement)
 - b) Secure a key to open the building at the Church Office between the hours of 9:00AM and 3:00PM Monday through Thursday. Call the Church Office at (207) 236-4821 to make arrangements to get a key.
2. Groups or Lessees are responsible when the event or daily use is over to be sure the building is secured, all lights and faucets are turned off including the bathrooms, and all windows and doors are closed and locked and that the premises are cleaned to their original condition.
3. **NO** alcoholic beverages or drugs are allowed on Church grounds.
4. Smoking, including electronic cigarettes, is not allowed **ANYWHERE** on Church grounds.
5. The possession of firearms on Church grounds is **PROHIBITED** except for authorized security personnel.
6. In no event shall any usage of the facilities or grounds be scheduled to end, or continue past 10:00 PM.
7. Use of pianos or the organ **requires prior written permission** from the Director of Music.
8. Whenever activities are scheduled involving minor children (18 years and under), adult supervision is mandated at the rate of two (2) adults for the first ten (10) minors and one (1) additional adult for each ten (10) minors thereafter. Adult supervisors shall be present before minors arrive and shall remain until **all** above noted minors have left the premises. Supervision shall be in accordance with the Church's **Safe Church Policy** which Lessee herein acknowledges that it has received and read.
9. Specific to Boy Scouts, Cub Scouts, Girl Scouts, and Brownie Scouts: Scouts shall meet only in the designated Scout Room located downstairs. **The Pilgrim Room, the Mayflower Room, the Kitchen, and any other rooms are off limits.** Such other rooms (for example, the Pilgrim Room, the Mayflower Room and/or the Kitchen) may be used only by prior agreement when a Scouts Pack Meeting or Council meeting is scheduled. ALL Scout meetings must be scheduled through the Church Office.
10. Use of the Church by the Lessee shall take place only in the room designated and agreed upon for such meeting(s) or usage and its use shall not extend to other areas of the Church except the bathroom facilities.

11. No Lessee is allowed to use the dishwasher or stove/oven without prior approval of the Church Office which will require education on their use, and written approval, by the sexton.
12. Food and beverages are restricted to the space noted in this Agreement. NO FOOD OR DRINK is allowed in the Mayflower Room or in the Sanctuary unless by prior agreement. Those using the space must clean up after themselves, including removing trash and recycling.
13. The Church does not provide storage space for outside groups unless alternative arrangements have been made. The Church is not legally or financially responsible for any items stored on Church property. Lessee shall be entirely responsible for its personal property and shall indemnify and hold the Church harmless from any liability resulting thereto.
14. The Church reserves the right to change or reschedule outside group's events due to the ministry needs of the Church (e.g., a funeral).
15. Groups that do not comply with the Church's rules and regulations or violate any laws or ordinances, rules or regulations of municipal, State, or Federal authorities herein will forfeit their future use of the Church facilities.
16. The Church has the right to refuse facility use to any group/organization event or cancel this Agreement and refund any payment made if it is found the intended purpose is not aligned with the mission and principles of the Church.
17. All user groups are responsible for conducting their activities in a safe manner and agree to conduct a visual inspection of the premises prior to use and warrant that it has deemed the premises safe for its intended use. Any and all damage to Church property is the sole responsibility of the Lessee, who will be held financially responsible in accordance with Paragraph 19.
18. For specific events unrelated to direct Church activities, at its discretion, the Church may require that the Lessee carry General Liability Insurance with a minimum per occurrence limit of One Million (\$1,000,000.00) Dollars, providing coverage for bodily injury and property damage. Lessee will provide a Certificate of Insurance to the Church at least ten (10) days prior to the date upon which the Lessee begins use of the described premises. The Certificate of Insurance will indicate that Lessee has made the Church an "Additional Insured" on Lessee's policy with respect to the use by Lessee of the facilities, and Lessee's insurance shall be "primary and non-contributory with any other insurance carried by the additional insured."
19. Lessee shall to the maximum extent permitted by law, indemnify and hold harmless and defend the Church (including the Church's trustees, officers, directors, employees, representatives and agents, as well as its successors and assigns) against and from all costs, expenses, liabilities, losses, damages, injunctions, suits, actions, fines, penalties, claims and demands of every kind or nature whatsoever arising out of:
 - a. any failure by Lessee and any of its trustees, officers, directors, employees, invitees, licensees, representatives, and agents, as well as its successors and assigns, to perform any of the terms,

covenants or conditions of this Agreement,

b. any accident injury or damage, including, but not limited to, bodily injury, personal injury, emotional injury, to persons and/or damage to property, which shall happen in or about the Church facilities or appurtenances, however occurring, that may result from any person, including Lessee's employees, using the above described facilities, its entrances and exits, and surrounding areas for Lessee's purposes,

c. any failure to comply with any laws, ordinances, requirements, orders, directions, rules or regulations of any federal, state, county or city governmental authority,

d. any materials used in the construction or alteration of any building(s), fixtures or improvements thereon on behalf of Lessee,

e. Lessee's possession and use of the Church facilities and/or the operation of its business on the Church facilities whether or not such use is an Authorized Use.

20. This Agreement represents the entire agreement between the parties and shall be interpreted in accordance with the laws of the State of Maine. Any disputes concerning the enforcement or interpretation of this Agreement shall be subject to binding arbitration in the State of Maine.

I have read these Terms and Conditions and agree that my group will comply and be responsible.

Lessee: _____

The Church: _____

Date: _____