

BUILDING USE APPLICATION

Version 2.2 – 7/3/14



27154 North Turkey Creek Road
Evergreen, Colorado 80439

MAIN 303.674.4312

GROUP / EVENT: _____
One event per application, please

PURPOSE OF EVENT: _____

ASPEN RIDGE CHURCH MINISTRY? yes _____ no _____ NON PROFIT ORGANIZATION? yes _____ no _____

DATE(S) & TIME(S) FOR EVENT AND SET-UP

Day of Week	Date	Start Time	End Time

CIRCLE ROOMS & EQUIPMENT THAT WILL BE USED & DONATION

ROOMS/EQUIPMENT	SUGGESTED DONATION		LENGTH OF TIME	SETUP REQUIRED?
	Half Day (4 hr)	Full Day (8 hr)		
Celebration Center	\$ 300	\$ 500		
Student Center/Chapel	\$ 125	\$ 250		
Kitchen – Upstairs	\$ 50	\$ 75		
Kitchen – Downstairs	\$ 35	\$ 50		
Fellowship Hall (downstairs)				
full room	\$ 85	\$ 150		
half room	\$ 50	\$ 85		
Kid's Zone Classrooms (downstairs)				
Please keep NUT-FREE everyday	\$ 25	\$ 40		
Celebration Center A/V Equipment*	\$ 100	\$ 100		
One Microphone & Speaker Only*	\$ 50	\$ 50		
Chapel A/V Equipment*	\$ 50	\$ 50		

* See attached "A/V Equipment Use Guidelines" for information on A/V equipment use and suggested donations.

ANTICIPATED NUMBER OF PARTICIPANTS: Adults _____ Children, ages 10-18 _____ Children, under 10 years _____
Children must be appropriately supervised while on the premises and are restricted to those rooms reserved for your event.

RESOURCES NEEDED: SET-UP: yes ___ no ___ CLEAN-UP: yes ___ no ___ AUDIO/VISUAL: yes ___ no ___
Applicant must contact Custodian and/or Audio/Visual staff to arrange and pay for their services (see next page).

SPECIAL REQUESTS OR COMMENTS _____

APPLICANT/RESPONSIBLE PARTY: NAME _____ PHONE _____

ADDRESS _____ EMAIL _____

Aspen Ridge AFFILIATE & CONTACT INFO: _____

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The facilities of Aspen Ridge Church may be used when the following conditions have been satisfied:

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1. **The purpose of the meeting must not conflict with the church’s mission; we reserve the right to refuse use of the building because of content and/or focus of the meeting.**
2. **Normal ARC scheduled activities may not be displaced by any provision of this application. Appeal of this provision may only be made to a member of the governing board of Aspen Ridge Church.**
3. **One person is designated the “responsible party” of the group, preferably a member or regular attendee of CBC.**
4. **The responsible party will make sure there is compliance with the following items: Please initial each item!**
 - Check with church secretary to verify the date is available on the church calendar.
 - The responsible party will be liable for any breakage or abuse of church property.
 - Smoking, alcoholic beverages, and illegal drugs are not allowed on the church campus.
 - Children must be supervised by an appropriate number of adults at all times.
 - Moving or removal of furnishings (i.e. banners, furniture, etc.) is permissible upon Pastoral Staff authorization only. Pianos and organ may not be moved.
 - The building must be vacated by 2:00 p.m. on Saturdays unless approved by the Pastoral Staff.
5. **Services of a Sound and/or Video Engineer is / is not (circle one) required (see A/V Equipment Use Guidelines, attached). If required, please initial the following:**
 - User will arrange for audio/visual services of ARC-authorized Audio-Visual Engineer(s) by contacting Kerry Cox, at: coxnvox@mac.com.
 - Payment for these services will be made directly to Kerry Cox or other A/V Technician providing services.
6. **Set-up and/or clean up services are / are not (circle one) required. If required, please initial the following:**
 - User will arrange for set-up and/or clean-up services by contacting ARC Custodian, Patrick Murphy at 303-330-3155.
 - Payment for these services will be made directly to Patrick Murphy.
7. **Exceptions to the above will only be made by a representative of the Church’s Properties Ministry Team.**

IF CIRCUMSTANCES ARISE AFTER THIS REQUEST HAS BEEN APPROVED THAT CAUSE US TO NEED THE SPACE REQUESTED FOR A CHURCH EVENT, WE RESERVE THE RIGHT TO RE-SCHEDULE OR CANCEL YOUR EVENT AND RETURN YOUR DONATION. EVERY EFFORT WILL BE MADE TO PREVENT THIS, BUT IF RE-SCHEDULING OR CANCELLATION BECOME NECESSARY, WE WILL PROVIDE AS MUCH NOTICE AS POSSIBLE.

I, the undersigned, have read, understand and agree to follow the above procedures.

RESPONSIBLE PARTY’S NAME (please print) _____

RESPONSIBLE PARTY’S SIGNATURE _____ DATE: _____

For Office Use Only

	<u>Initials / Date</u>	<u>Comments:</u>
<input type="checkbox"/> Request received by Office Manager	_____ / _____	_____
<input type="checkbox"/> Event put on pending calendar	_____ / _____	_____
<input type="checkbox"/> Associate Pastor of Worship Arts approval	_____ / _____	_____
<input type="checkbox"/> Director of Student Ministries approval	_____ / _____	_____
<input type="checkbox"/> Director of Children’s Ministries approval	_____ / _____	_____
<input type="checkbox"/> Custodial services informed	_____ / _____	_____
<input type="checkbox"/> Senior Pastor approval	_____ / _____	_____
<input type="checkbox"/> Properties Ministry Team approval	_____ / _____	_____
<input type="checkbox"/> Responsible party notified	_____ / _____	_____
<input type="checkbox"/> Donation Received \$ _____	_____ / _____	_____

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Usage Purpose, Release, Indemnification, Hold Harmless Agreement and Agreement not to Sue

27154 North Turkey Creek Road
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THIS AGREEMENT is made and entered into as of the date set forth by and between **Aspen Ridge Church**, a Colorado non-profit corporation (ARC), and User.

Usage Purpose. Facilities shall only be used in accordance with the religious ministry, mission, vision, biblical teachings, and purpose of ARC. ARC is a non-profit church that seeks to build a community and an environment to grow together in the understanding and knowledge of Jesus Christ. The facility shall not be used for any purpose whatsoever, at the sole discretion of ARC, which is adverse to ARC's religious ministry, mission, vision, biblical teachings, and purposes. For more information about ARC please visit our website at: <http://aspensridgechurch.org/>. User agrees to abide by and conform to ARC's TERMS AND CONDITIONS identified below, as well as all other rules and regulations from time to time adopted or prescribed by ARC.

_____ **Initials**

TERMS AND CONDITIONS

General:

- Consumable supplies are not provided by ARC including but not limited to pens, paper, dry erase markers, paper supplies, plastic utensils, cups, napkins, paper towels, tablecloths, coffee filters, cleaning supplies, etc.
- The full Function Charges must be paid at the time this Agreement is signed and the room(s) is reserved or an alternative payment plan must be agreed upon.
- This Agreement is not transferable.
- No solicitation is allowed on ARC property. ARC's name and logo may not be used as an endorsement.
- User's and User's guests must all leave the building by 2:00 p.m. on Saturdays so our custodian can clean before our Sunday worship service.
- Bubbles and birdseed may be used outside the building, however rice cannot be thrown.
- All facilities must be utilized during stated requested times only.

_____ **Initials**

User and Attendee Conduct:

- No candles (other than pre-approved Birthday candles) or open flames are permitted anywhere on ARC property. Standard sterno containers are acceptable for warming food. BBQ grills may not be used without prior written approval. A protective covering should be placed under all candles, if approved, to prevent wax dripping.
- Supervision by a responsible adult (21 years or older) is required in all areas subject to this Agreement.
- The User is responsible for the conduct and welfare of all persons using the facilities during the use period, supervision of minors, and damages and all fees due. The User agrees to indemnify, defend, and hold ARC and its officers, directors, board members, employees, volunteers, agents, independent contractors and other participants (collectively "ARC") harmless from any and all claims and/or damages (including medical fees and attorney fees) and causes of action of any nature for any and all personal and/or bodily injury or illness, including death, which may occur or which may be aggravated or caused by the negligence of others during or by any activity, resulting from the use of ARC's facility that may occur to the User and/or the User's guests. The User further expressly understands and agrees the foregoing indemnity, release and waiver is intended to be as broad and inclusive as permitted by the law of the State of Colorado and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect.

_____ **Initials**

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Set-Up, Teardown, and Clean-Up:

- Set-up and teardown of the facilities used, including moving of all furniture, is the responsibility of the User. The facilities should be returned to the state they were in upon the User's arrival. This includes but is not limited to: returning all chairs and/or tables to the location the User found them, cleaning the kitchen and returning any and all utensils, plates, bowls, and appliances to the proper location in the kitchen. Ordinary Wear and Tear: ARC shall not retain a portion of the User's security deposit to cover normal wear and tear of the facility and/or equipment used. Normal or Ordinary wear and tear means the deterioration which occurs, based upon the use for which the rental unit is intended, without negligence, carelessness, accident, or abuse of the premises or equipment or chattels by the User, the User's invitees, and/or guests.
- Cleanup of the facility is the responsibility of the User. Stains on walls, ceilings or carpets are the responsibility of the User and User will be held liable for their removal. If the room is not properly cleaned, as determined by the sole discretion of ARC, ARC may assess additional cleaning charges to cover cleaning expenses. If a security deposit is required, all or portions of the security deposit may be used to cover such damages and/or loss.
- It is the responsibility of the User to request an entry and exit walk-through with ARC to verify the condition of the room.
- The User is further responsible for paying full replacement cost or full repair cost, as determined by ARC, in its sole discretion, for any property loss and/or damage resulting from the use of ARC property by User and/or the User's guests. If a security deposit is required, all or portions of the security deposit may be used to cover such damages and/or loss.
- Security deposit may be forfeited if the above conditions are not met, if a security deposit was not required, User understands and agrees that ARC may assess additional charges to cover any and all damages, loss, and/or cleaning required to place the facilities in the same condition they were in prior to the User's use.

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ARC RIGHTS:

- ARC reserves the right to modify or terminate any Facility Use Agreement or room reservation schedule to accommodate program changes or other unforeseen circumstances at any time.
- When a room reservation must be changed or cancelled, ARC staff will notify the User as soon as possible. If the User and ARC cannot agree upon a mutually agreeable alternative, the Facility Use Agreement shall be deemed terminated and the User will receive a refund of any unused Function Charges.
- ARC shall have no liability to the User for any damages claimed by the User as a result of any such cancellation.

_____ **Initials**

INSURANCE:

- Any User in whose name the Facility or any portion thereof is reserved shall be liable for any and all property damage and loss to any portion of the Facility arising out of the use or operation of the Facility by the User or User's representatives, or any acts or omissions of User or any third parties who attend or participate in any event or function hosted in the Facility by the User. As a condition the User entering into this Agreement and User's use of the Facility, the User, at its sole cost and expense, shall procure and maintain sufficient insurance to protect both itself and the ARC from and against any and all claims for personal injury, including death, whether such claims are under a Workman's Compensation Act or otherwise, which may arise from User's activities under this Agreement. User shall also procure and maintain replacement cost insurance covering any personal property stored by User on Property. User shall deliver to the Church certificates of such insurance and the adequacy of such insurance shall be subject to approval of the Church. ARC may also, at its discretion, require User to add ARC as an "additional insured" to User's insurance policies prior to the commencement of the Usage Term.

_____ **Initials** _____ **Waived**

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Indemnification and Hold Harmless:

- The User covenants and agrees to indemnify and hold harmless ARC, its employees, staff, members, officers, directors, board members, agents, independent contractors, volunteers, and other participants from and against any and all claims, losses, liabilities, costs, damages, or related expenses incurred by ARC, its employees, staff, members, officers, directors, board members, agents, independent contractors, volunteers, and other participants, as a result of any injury to any person or any and all damage to any property arising in any way out of the use of the premises by the User or the User's guests, including but not limited to any person attending or attempting to attend the event and/or activity for which the premises are being used, whether or not such person has been invited or authorized to attend by the User. The User's liability under this paragraph shall include any and all costs and expenses incurred, including, but not limited to, reasonable attorney's fees. ARC's right to indemnity under this Agreement shall arise even though joint or concurrent liability may be imposed on ARC by statute, ordinance, regulation, or other law. The User further expressly understands and agrees the foregoing indemnity, release and waiver is intended to be as broad and inclusive as permitted by the law of the State of Colorado and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect.

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Assumption of Risk:

- There are inherent risks to any individual who chooses to use ARC's Facility including, but not limited to, risks of serious physical injury or death resulting from the use of the Facility. Each person who elects to use the Facility voluntarily assumes, whether known and unknown, the inherent risks of injury, illness, or death resulting from the use of ARC's facilities and/or attending and/or participating in the function and/or event held at ARC's facilities at the User's request and in doing so, assumes responsibility for ensuring their own safety and wellbeing during the use of the Facility. Under no circumstances shall ARC be held liable for any physical injury, death, or loss of personal property or other belongings arising from the use of its Facility. ARC disclaims any and all financial responsibility for any medical treatment or healthcare expenses attributable to any and all care and treatment that may result from the injuries sustained at or during the use of the Facility.

_____ Initials

- **I HAVE READ THE ABOVE WARNING, WAIVER, AND RELEASE AND UNDERSTAND THAT I GIVE UP SUBSTANTIAL RIGHTS FOR MYSELF BY SIGNING THIS AGREEMENT, AND KNOWING THIS, SIGN IT VOLUNTARILY AND WITHOUT DURESS. I AGREE TO THE USE OF ARC'S FACILITIES, KNOWING THE RISKS AND CONDITIONS INVOLVED, WHETHER KNOWN OR UNKNOWN, AND DO SO ENTIRELY OF MY OWN FREE WILL. I UNDERSTAND THAT I AM WAIVING CERTAIN LEGAL RIGHTS THAT I MAY HAVE. I AFFIRM THAT I AM AT LEAST 18 YEARS OF AGE.**

_____ Initial

Prohibition of Assignment. User may not assign or transfer this Agreement, either in whole or in part.

Entire Agreement. This Agreement represents the entire agreement between the parties with respect to the Facilities. No representations, warranties, promises, guarantees, undertakings, or agreements, oral or written, express or implied, have been made by ARC with respect to the Facilities except as expressly stated herein.

Amendments. This Agreement can only be changed by an agreement in writing signed by both ARC and User, except that ARC may, by its own action, modify the rules for usage set forth above at any time with prior written notice.

_____ Date

_____ User (Organization or Individual)

_____ User's Signature and Title in Organization

_____ ARC Representative's (Properties Ministry Team Chairman, Pastor or Elder) Signature

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A/V Equipment Use Guidelines and Suggested Donations

Celebration Center

Celebration Center A/V - \$100

This includes any/all of the projectors, and any components of the main sound system. Required A/V engineers (up to 1 for sound AND 1 for video) are NOT included in this cost.

Celebration Center sound engineer - \$30/hour, minimum 4-hour shift for event. For example, a 5-hour shift (remember that set-up and tear-down time are needed) would be \$150, while a 2.5 hour shift would be \$120.

(If needed for rehearsal, \$30/hour with 2-hour shift minimum.)

Celebration Center video engineer - \$30/hour, minimum 4-hour shift for event. For example, a 5-hour shift (remember that set-up and tear-down time are needed) would be \$150, while a 2.5 hour shift would be \$120.

(If needed for rehearsal, \$30/hour with 2-hour shift minimum.)

Celebration Center cost-effective alternative - \$50

This includes only a single portable speaker, loud enough for the room, with the ability to run 1 microphone and music from a portable player. No A/V engineers required for this option. Also available for other rooms in the building for the same price.

Chapel

Chapel A/V - \$50

This includes use of the projectors, and any components of the sound system. Optional A/V engineer NOT included in this cost.

Chapel A/V engineer - \$30/hour, minimum 4-hour shift for event. For example, a 5-hour shift (remember that set-up and tear-down time are needed) would be \$150, while a 2.5 hour shift would be \$120.

(If needed for rehearsal, \$30/hour with 2-hour shift minimum.)

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May 12, 2014

To: Aspen Ridge Facility User
From: Aspen Ridge Properties Ministry Team
RE: Aspen Ridge Church Building Use

It is a pleasure for us to be able to share ARC's facilities that the Lord has provided to ARC with others in our community. In the interest of safety and responsible stewardship on the part of all members of organizations using ARC's facilities, the following guidelines are provided below as well as provided in the Building Usage Agreement attached hereto.

Please request that your participants restrict their usage to those rooms reserved for your particular event. Reasonable use of common areas, restrooms, etc. is covered by your building use request. Having your participants venturing into non-requested areas presents liability issues for our church as well as your organization.

As our building is large and complex, it presents opportunities for your participants to become lost. As such, we ask that you ensure that your participants remain in your reserved area(s) for their safety.

Our Children's Church, Sunday School and Nursery areas (Kid's Zone) are intriguing areas for younger participants, please ensure that your participants remain in your reserved area(s) as requested in the Building Usage Agreement. If your reserved area does not include the Children's Church, Sunday School, and /or Nursery Areas (Kid's Zone) do not let your participants wander into those areas for the protection of the children of ARC.

Please ensure that all use and activities on the playground and the church lawns are supervised in accordance with the Building Usage Agreement.

Thanks for working with us to make your use of our facility, a safe and enjoyable one.

Aspen Ridge Church Properties Ministry Team