

**WINTERFIELD UNITED METHODIST CHURCH  
FACILITIES RENTAL AGREEMENT**

**Renter Name:** \_\_\_\_\_

**Renter Address:** \_\_\_\_\_  
\_\_\_\_\_

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

**Contact number:** \_\_\_\_\_ **Alt. Number:** \_\_\_\_\_

**Proof of Identification:** \_\_\_\_\_ **Yes** \_\_\_\_\_ **No**

**Renter:** \_\_\_\_\_ **Renter:** \_\_\_\_\_

**Facilty(ies) to be Rented:** \_\_\_\_\_  
\_\_\_\_\_

**Date(s) of Event:** \_\_\_\_\_ **Type of Event** \_\_\_\_\_

**Check-in Date/time:** \_\_\_\_\_ **Check-out Date/ time:** \_\_\_\_\_

**THIS AGREEMENT (“Agreement”)** is made by and between the above named person(s), hereinafter referred to as “Renter(s)” and Winterfield United Methodist Church (“WUMC”), for good and valuable consideration and for the mutual covenants and conditions herein contained, the parties agree as follows:

**Whereas**, the rental cost and other fees, if applicable, for the date(s) and time(s) set out above is \$\_\_\_\_\_, and other fees (if applicable) required have been added to this rental amount. The rental cost can be paid in one lump sum or in no more than two (2) equal installments of \$\_\_\_\_\_. However, the full cost must be paid at least fifteen (15) days prior to the event, which date is \_\_\_\_\_.

**Whereas**, in addition to the rental cost, if applicable, the Renter(s) shall pay a refundable amount of \$250.00 for security/damage deposit in order to reserve any event date. Rentals are on a first come first serve basis. A non-secured date may be held for forty-eight (48) hours after the initial request is made, however; the Agreement and a security/damage deposit must be received within the forty-eight (48) hours to guarantee the date. No reservation is guaranteed or confirmed unless/until this Agreement is signed and returned with the security/damage deposit and other requirements set out herein.

**Whereas WUMC** is not responsible for accidents or injury to Renter(s), guests, visitors, or any other persons or for the loss of money or valuables of any kind. Renter(s) do hereby agree to release, acquit,

and forever discharge WUMC, its officers, affiliates, agents, servants, employees, its personal representatives, successors and assigns, and any and all other persons, firms or corporations in privity with it, of and from any and all claims, demands, and causes of action, that Renter(s) may have, have had, or ever have arising out of or by reason of the Renter(s)' rental for the event.

**Whereas**, Renter(s) agree to indemnify, protect, and hold harmless WUMC, its officers, affiliates, agents, servants, employees, its personal representatives, successors and assigns, against any claim for injuries, damages, or other consequences asserted by Renter(s) or their guests, visitors, or any other persons during the rental terms and times.

**Further**, the age of all persons responsible for renting the WUMC must be at least twenty-five (25) years and older with no exceptions. This rule is strictly adhered to.

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**Renter(s) Acknowledgement** **Date**

**For:** \_\_\_\_\_  
**Name of Entity, if any**

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**Renter(s) Acknowledgement** **Date**

**For:** \_\_\_\_\_  
**Name of Entity, if any**

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**WUMC Agent (Witness)** **Date**

The WUMC Agent, whose signature is written above, and/or any of the WUMC Staff holds the power to act on behalf of WUMC, its officers, affiliates, agents, servants, employees, its personal representatives, successors and assigns agents and should be recognized as such by the Renter(s), their guests, visitors, or any other persons throughout the rental terms and times.

The WUMC facilities, including but not limited to the Sanctuary, the Fellowship Hall and The Anchor are the sole property of WUMC and should be treated as such at all times and by Renter(s), their guests, visitors, or any other persons during the rental terms and times.

**The parties understand and agree that WUMC always reserves and has the priority to the use of the WUMC facilities for any church sponsored event (scheduled or not) and/or church member funeral.**

## **Conditions:**

### **1. Purpose of Use:**

The WUMC facilities may be used but is not limited to the following events. Events not listed below are subject to approval by the Pastor, Board of Trustees and the Administrative Counsel of WUMC.

**Class Reunions**

**Concerts (Gospel and/or Christian)**

**Conferences**

**Family Reunions**

**Funerals**

**Meetings**

**Plays/Dramas (Gospel and/or Christian)**

**Weddings**

**Worship Services**

**Workshops**

**Any Other Type of Activity Not In Conflict with the Current Spiritual Principles Recognized by the United Methodist Church.**

**Music and/or musical entertainment must be Gospel and/or Christian only. However, should there be an activity that requires accompaniment by live or recorded music this is not required to be solely Gospel and/or Christian, but the WUMC Staff and/or the Board of Trustees have the right to refuse any music be played or used in any way on the WUMC property or in its facilities that it deems inappropriate for such facilities.**

### **2. Occupancy:**

Maximum occupancy for particular WUMC facilities are as follows: (a) the Sanctuary is not to exceed 250 persons; (b) the Fellowship Hall is not to exceed 150 persons; and the gym floor area and entry or reception area of The Anchor is not to exceed 450 persons. The maximum capacity of all other WUMC facilities not specifically named in this provision will be available upon the request of any prospective renter of the said facilities. The total number of persons attending any event in the WUMC facility must be kept to or less the total maximum persons allowed in order to comply with fire and county/city regulations. Any unauthorized use of these areas will result in forfeiture of a portion or all the security/damage deposit determined in the sole discretion of WUMC Board of Trustees.

### **3. Damages:**

The damage deposit is fully refundable if the event takes place and the facility is returned in the same condition as received, based on a pre and post-event on-site inspection and approval of checklist, if any. Renter(s) and WUMC representative each shall receive a copy of this Agreement, signed by both parties. Any post-event damages are deducted from the security/damage deposit by WUMC before returning to Renter any balance remaining.

- a. Specifically, Renter(s) is responsible for the following, which includes but is not limited to:
- Any loss or damage incurred to the facilities by the Renter, their helpers, hired staff, other service providers and their guests, if the security/damage deposit is not sufficient to cover them.
  - the conduct of their helpers, hired staff, other service providers and their guests, on the premises during and following the event.
  - the proper handling of all equipment and furnishings in the WUMC facilities and in the WUMC outdoor Areas.
  - removal of all trash to disposal bin prior to leaving the facilities and/or WUMC grounds after the event.

The \$250.00 security/damage deposit is not applied to the rental fees. This deposit shall be retained by WUMC until the facility is inspected and cleaned by the facility's staff or third-party cleaning team, following the event. If there is no loss or damage of the property and facilities by Renter(s) and/or their guests, the security/damage deposit shall be refunded within two (2) weeks following the event. If there is loss or damage, Renter(s) shall forfeit part or all of the security/damage deposit at the discretion of WUMC. Renter(s) shall be notified in writing of the loss or damage as well as the amount of the deposit to be forfeited. Further, Renter(s) are responsible for all losses or damages to premises and/or furnishings and furniture in any way caused by the Renter(s), guests, visitors, or any other persons exceeding the amount of the \$250.00 deposit. By renting the facilities, Renter(s) are assuming all risk and liability for any damage done to persons or property or visitors occasioned by the present or future condition of the premises, both latent and manifest. Failure to comply and/or cover expenses exceeding the \$250.00 deposit amount, at a minimum, will result in you forfeiting any future use and/or rental of the facility and any judicial remedies or other actions that WUMC may utilize to recover costs for repair, replacement or any other damages or costs either directly or indirectly incurred by WUMC as a result of this Agreement.

#### **4. Deposits/Payments:**

The deposit, rental fees and/or other fees may be paid in cash, personal check, money order, or cashier's check. Payment made with a personal check must be paid at least fifteen (15) days prior to the date of the event. Any personal check not honored by the bank may result in cancellation of the event, unless the deposit, rental fees, or other fees, plus assessed bank service charges, are paid in cash within five (5) days after notice to the Renter(s).

#### **5. Cancellations:**

If Renter(s) cancel for any reason within fourteen (14) days prior to the event date, all parties agree that a \$150.00 processing fee will be charged for cancelled reservations. If Renter(s) cancel for any reason on or between fifteen (15) days to thirty (30) days prior to the event date, all parties agree that a \$75.00 processing fee will be charged for cancelled reservations. Any remaining event fees, or other applicable fees, paid in advance, shall be fully refunded to Renter(s) within two (2) weeks of such cancellation.

**Exceptions** may be granted to return the security/deposit fees in full to the Renter(s) for extenuating circumstances. Such request must be submitted in writing to WUMC. Exceptions will be determined, granted and/or denied by the Pastor and the Board of Trustees. Renter(s) will be notified in writing within fifteen (15) days of the request. If the request for full refund is granted, a check will be attached to the letter, however; if the request is denied, the letter will state reasons for the denial. The Renter(s) agree that WUMC is hereby released and will be indemnified and held harmless from any liability and any and all damages, costs or expenses of any kind, including reasonable attorney's fees, as a result of such

Agreement and/or the cancellation of such Agreement.

If WUMC, its officers, affiliates, agents, servants, employees, its personal representatives, successors and assigns agents must cancel any event for any reason that is not due to cancellation by Renter(s) or Renter(s)'s non-payment or non-compliance of the terms and provisions of this Agreement, a full refund of the deposit, and/or other applicable fees paid by Renter(s), shall be refunded to Renter(s) within five (5) days of cancellation by WUMC and WUMC is hereby released and will be indemnified and held harmless from any liability from any and all foreseeable or unforeseeable damages.

## **6. Check-in and check-out Time:**

Check-in and check-out times are strictly enforced in order to prepare WUMC facilities for other scheduled events.

## **7. Set-Up Time:**

A \$25.00 per hour set-up fee will be charged if the Renter(s) request set-up time on days other than the date of the event, (for example) if the event is on Saturday and the Renter(s) request to set up on Friday evening, there will be a \$25.00 per hour additional charge. The fee will be determined at the time the request is made and will be paid before set up can begin.

## **8. Use of Property:**

Upon arrival, the responsible party for the rental must check-in with the Administrative Assistant or other WUMC Staff prior to setup to review responsibilities and policies. The responsible party will be held accountable for the action of all the rental participants, as the agent of those rental participants.

Please note that the Renter(s) is responsible for the set-up of the facility prior to the event only. Renter(s) will not be responsible for taking down any tables and/or chairs and the end of the event. WUMC staff or third party on WUMC's behalf will be responsible for taking down any tables and/or chairs at the end of the event.

All items brought in by Renter(s) must be removed by Renter(s) prior to check-out time.

No property belonging to WUMC shall be moved or taken outside by Renter(s) or their guests; otherwise, Renter(s) shall forfeit all or part of the \$250.00, as applicable deposit at the discretion of WUMC. WUMC's, its officers, affiliates, agents, servants, employees, its personal representatives, successors, assigns, owners or agents shall at all times, have the right to access and may be on the premises at any time for the purposes of inspection, supervision of building and grounds, security, management, or other purposes.

All youth/teenage activities must be supervised by adults at all times. The sponsoring adult must be present at all times. Failure to abide by this rule could result in the Agreement no longer valid and WUMC with the right to refuse to allow the event to be held at all or to allow the event to continue if it has already started. WUMC may also temporarily suspend an event until all supervising adults have arrived to have the required ratio of supervisory adults to youth/teens attending reached before WUMC will re-start the event, if already in progress or allow the event to remain on the schedule if it has not happened yet.

**Sorry, no animals are allowed on the property of WUMC, except those specially trained animals, such as a seeing eye-dog, which are necessary for one who is legally handicapped to be able to**

attend the event being held at the WUMC facility. If the Renter knows that a specially trained animal will be necessary for a handicapped guest or visitor to attend the event prior to the event taking place, the Renter shall notify the Administrative Assistant for WUMC of this fact at the time it is made aware of this situation.

## **9. Noise Ordinance:**

Loud activities should be kept to a minimum so that you do not disturb other members and guests at the facility or in the surrounding area.

## **10. Cleaning/Clean-up:**

The WUMC facilities being rented under this Agreement will be delivered clean and in routine order to the Renter(s) as scheduled. The Renter(s) is expected to return the facilities in the same condition as received. Either WUMC Staff or member(s) or a Professional Cleaning service will be provided by WUMC at the end of each event. No cleaning services are provided during the event.

The following general cleaning activities are is the minimum cleaning that is required at the conclusion of the rental term by Renter:

- a. Pick-up all trash both inside and outside of the facility.
- b. Bag all trash and take it outside to the trash receptacle for pick up.
- c. Put clean trash liners (bags) in trash cans.
- d. Wipe down all tables and countertops and all kitchen equipment.
- e. Remove all decorations, balloons, and other party materials.
- f. Remove all food and other items from the kitchen and refrigerator that was brought by your group, if you used the kitchen and refrigerator as part of your paid rental.

## **11. Smoking:**

Except as allowed by state and/or local law, no smoking is allowed anywhere on the property of WUMC (including buildings, grounds, and parking lot). WUMC is a smoke-free facility. **This rule will be strictly adhered to by Renter and its/his/her guests, invitees, and anyone else attending the Renter's event at the WUMC facilities.**

## **12. Alcoholic Beverages:**

Alcoholic beverages are prohibited from use or being located anywhere on the property of WUMC (including buildings, grounds, and parking lot). These facilities are non-alcoholic facilities. **This rule will be strictly adhered to by Renter and its/his/her guests, invitees, and anyone else attending the Renter's event at the WUMC facilities.**

## **13. Weapons/Firearms:**

Except as allowed by law, weapons of any kind and/or firearms are prohibited from anywhere on the property of WUMC (including buildings, grounds, and parking lot). **This rule will be strictly adhered to by Renter and its/his/her guests, invitees and anyone else attending the Renter's event at the WUMC facilities.**

## **14. Catering:**

The Renter(s) is responsible for making his/her own arrangements with the catering provider. WUMC must be provided with a list of caterers and/or other vendors and their contact information that will have access to the facility for the event that is the subject of this Agreement. This information must be provided at least seven (7) days prior to the event. Failure to do so timely, may require the event to be terminated by WUMC or any other consequence that WUMC may deem reasonable and appropriate, including but not limited to delaying the scheduled event time of start.

## **15. Decorations:**

The following rules are applied and must be followed by all Renter(s) at any WUMC facility being used under this Agreement:

1. No staples, thumb tacks or nails in furniture or on the walls
2. No repainting of walls
3. Surplus chairs and tables are to remain in the building or in any designated storage area, not exposed to the elements.
4. Any other rule that the Administrative Assistant or any other WUMC Staff, or Board of Trustees may deem to be appropriate for the particular use of the facilities as per this Agreement.

## **16. Parking:**

The current parking area is available for use at all events at no extra charge. Parking is subject to parking signs and any laws or regulations the parking area is subject to at the local, state and/or federal level.

## **17. Wireless Internet Services:**

Wireless internet services are available upon request at no extra cost to the Renter(s).

## **18. Sound and Audio Visual – Equipment Rental For The Anchor Only:**

The following equipment is included in the rental cost of The Anchor only, and this is true solely if requested at the time Renter makes application to rent The Anchor:

- One (1) - Podium and Microphone
- One (1) - Wireless hand held microphone
- One (1) - Wireless microphone
- One (1) - LCD Projector and screen (**when available**)

Video equipment and additional audio beyond the basic public address system services are available at an additional cost. Cost will be provided at the time the request is made. There may be required an additional amount toward the security deposit if WUMC so determines in its sole discretion.

**AV and Sound Technician is \$25.00 per hour.**

A WUMC trained technician or a professional technician approved by WUMC Administrative Assistant or other WUMC Staff, is required to work any of the audio/video equipment to be utilized by Renter at the event and the same or similar trained AV/Sound technician is to be present at all times when WUMC equipment or any equipment rented on behalf of WUMC is being used to ensure proper usage and protection of the equipment.

Renter shall release and indemnify and hold harmless, WUMC, its officers, affiliates, agents, servants, employees, personal representatives, contractors, committee or board members, successors and assigns from any liability, damage, repair, replacement, and injury of any kind pertaining to the AV and Sound equipment owned, rented or borrowed by WUMC on behalf of Renter, as a result of Renter's rental and use of the WUMC facilities and equipment as per this Agreement terms.

WUMC facilities may not be used for any unlawful purposes.

WUMC reserves the right to refuse to rent to any person(s) or entity, as applicable, for any reason or no reason as deemed necessary.

WUMC cannot be sub-leased by Renter(s) for any reason. But Renter agrees that WUMC may assign its right and interest to this Agreement at any time without prior notice and approval by Renter.

Any changes to this Agreement must be handwritten on the face of this original Agreement and shall be initialed by all parties hereto. An exception to this rule is if the changes are not able to be legibly written in their entirety on the face of the original Agreement, then the changes shall be written on a separate piece of paper and each provision or paragraph initialed by all the parties and a signature with the date the document is signed should be included at the bottom of each additional page and thereafter the amended document kept with the original Agreement, with copies to each party.

By signing this Agreement, Renter(s) acknowledge the amount of the fees to be paid to WUMC and agree to be responsible for payment in full in accordance with this agreement and further agrees to abide by the written policies in place for the facilities on the date of the Agreement, which Renter has received and has read and any amendments to the same thereafter during the term of this Agreement, and further agree to be responsible for all costs, damages, injuries, or other loss that WUMC shall suffer due to its rental of said facility to Renter.

The terms and conditions of this Agreement are accepted and agreed to by all parties this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.



