

# FRIENDSHIP BAPTIST CHURCH

## Facility Rental Agreement

**Instructions:** This agreement is to be signed after the approval of the *Facility Use Application Form*.

**Renter's Full Name:** \_\_\_\_\_  Member (defined by FBC records)

**Area(s) and Services Rented** (Check all that apply):

Sanctuary    Fellowship Hall    Kitchen    Lounge    Conference Room    Classroom No. \_\_\_\_\_  
 Choir Room    Musician(s)    A/V Technician    Other (List) \_\_\_\_\_

In consideration of the mutual covenants and agreements herein contained, Friendship Baptist Church (Church) hereby rents the above property together with any personal property listed on the *Facility Use Application Form*, under the following terms and conditions.

**1. RENTAL TERM:**

This beginning date of \_\_\_\_\_, 20\_\_\_\_ and time \_\_\_\_\_; and ending date of \_\_\_\_\_, 20\_\_\_\_ and time \_\_\_\_\_.

**2. RENT FEE:**

The total rental is \$\_\_\_\_\_ (including security deposit) with 50% \$\_\_\_\_\_ due upon reservation. The remaining rental fee is \$\_\_\_\_\_ and due 5 days before the event on \_\_\_\_\_, 20\_\_\_\_. If payment is not made by this date, the event will be automatically canceled, and the any reservation funds returned.

**3. SECURITY DEPOSIT:**

Renter shall pay the designated Security Deposit to the Trustee Office for the activation of this Agreement.

**4. PAYMENT:**

Payment must be received by the due date at the following address: Friendship Baptist Church Trustee Office, 2912 Pleasant Grove Road, Lansing, Michigan 48910. ***Any dates appearing on the Church Event Calendar without deposit and/or payment to the Trustee Office (no other office or person) will result in the automatic cancellation of the event. The Church will send a notification of cancellation by email or US Mail.*** In the event a check is returned from the bank unpaid (Non-Sufficient Funds (NSF)), the Renter agrees to pay the NSF bank fee along with the original amount of the check for the rental event. No future checks will be accepted.

**5. DEFAULT:**

If the Renter defaults under any term of this Agreement, the Church may recover monetary damages allowed by law.

**6. CANCELLATION:**

Cancellations must be made 10 days prior to the event, otherwise the renter forfeits their deposit.

**7. ASSIGNMENT:**

The Renter may not assign this Rental Agreement or sublet any part of the premises without the written consent from the Trustee Office.

**8. LIABILITY:**

The Renter agrees to hold the Church harmless from any and all claims for damages occurring on the premises, and to be solely responsible for insuring Renter's own possessions on the premises. In some cases, a copy of the business liability insurance will be requested before approval (if required, the minimum is \$1 Million).

**9. OCCUPANCY:**

The premises cannot be occupied by more than \_\_\_\_\_ (capacity) people (City of Lansing Fire Marshall).

**10. HARASSMENT:**

Renters cannot perform any acts to intentionally harass members of the Church, other renters, or the public.

**11. RECORDING:**

This Rental Agreement is not recorded in any public record.

**12. PHYSICAL ACTIVITIES:**

Prior to the event, where a fee is or is not charged to participate, Renter must provide a copy of the professional trainer/fitness/exercise certification/license and a copy of their Certificate of Insurance (minimum of \$1 Million) to the Trustee Office that absolves the Church of exposure to any injury sustained while using the facility for exercise programs.

12. **USE OF THE FACILITY:**

- a) No smoking, alcohol beverages (beer, wine, liquor), marijuana/cannabis, or illegal drug use on the premises (parking lot, grounds, and inside the facility).
- b) No on-site cooking; food warming is permissible.
- c) Use of the refrigerator, freezer, stove, oven, and garbage disposal is permitted.
- d) No pets except as described in the American with Disabilities Act (ADA) and the Michigan’s Elliot-Larsen Act.
- e) Must bring eating/serving essentials (plates, silverware, glasses, cups, napkins, paper towels, hand sanitizers, etc.).
- f) No structural changes to the facility, grounds, and parking lot without written approval from the Trustee Office.
- g) No cherry (red) and grape (purple) beverages and liquids in the facility.
- h) No children and youth activities (up to age 21) without adult supervision.
- i) No tape or tacks on bulletin boards, or to be used to mount decorations.
- j) No use of nails, tape, tacks, or glue to mount temporary decorations.
- k) Request for audio-visual/musical set-up must be submitted to the Trustee Office 48 hours prior to the event.
- l) Use only dry-eraser markers for the whiteboards and erase board at the end of the event.
- m) Turn off all lights at the end of the event.
- n) At the end of the event, arrange the room back as found.
- o) Private security guards will be at the cost and responsibility of the Renter.
- p) Political meetings and activities are prohibited in compliance with IRS Section 501(c)(3).
- q) No food or beverages are allowed in the Sanctuary.
- r) Report all injuries/accidents to the Trustee Office, ASAP, failure to report will result in possible waiver of any claims.

13. **DAMAGES TO PREMISES:**

In the event the premises or equipment are damaged or destroyed by neglect, the Renter agrees to compensate the Church for the actual cost of repairs (or replacement).

14. **SURRENDER OF PREMISES:**

At the end of the term of this Rental Agreement, Renter immediately surrenders the premises in as good a condition as the start of the rental.

15. **HOLDOVER BY RENTER:**

If the Renter fails to deliver possession of the premises to the Church at the expiration of this Rental Agreement, the tenancy is still governed by this Rental Agreement on an hour-to-hour basis. If such a holdover is without the consent of the Trustee Office, Renter is liable for double the hourly rate of each hour or fraction thereof.

16. **ATTORNEY FEES:**

In the event it becomes necessary to enforce this Rental Agreement through the services of an Attorney, the Renter is required to pay the Church’s attorney fees, court costs, and any other fees (i.e. insurance).

17. **SEVERABILITY:**

In the event any section of this Rental Agreement shall be held to be invalid, all remaining provisions shall remain in full force and effect.

18. **WAIVER:**

Failure by the Church to exercise any rights under this Rental Agreement does not constitute waiver of its rights.

19. **MISCELLANEOUS PROVISIONS (if any):**

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

20. **ENTIRE AGREEMENT:**

This Agreement constitutes the entire Rental Agreement between the parties and may not be modified except in writing signed by both parties [Friendship Baptist Church (Trustee Office) and Renter]. Member is defined in the Church’s *Constitution and Bylaws*.

This Rental Agreement is hereto as of this day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
**Renter’s Name (Print)**

\_\_\_\_\_  
**Renter’s Signature**

\_\_\_\_\_  
**Trustee Office (Print Name)**

\_\_\_\_\_  
**Trustee Office’s Signature**