

**FAITH EVANGELICAL PRESBYTERIAN CHURCH
FACILITIES RENTAL CONTRACT**

This contract is made this (insert date) by and between Faith Evangelical Presbyterian Church, a Virginia corporation, hereinafter referred to as “the Church” and (insert renter’s name, address, and phone number), hereinafter referred to as the “the Renter.”

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For other good and valuable consideration, receipt of which the parties hereby acknowledge, the parties hereby agree as follows:

1. Place, date, and time of use:

a. The Renter shall rent the (insert facility or facilities) between (insert date and time to unlock) and (insert date and time to lock up) for the purpose of (insert purpose). [include multiple entries for weddings with rehearsals]

b. Church facilities to be rented are listed on the attached Facilities Rental Application Form.

c. The Renter shall arrive and depart the church in strict conformance with the contracted times set forth above. No exceptions shall be made regardless of whether the Renter arrives and begins the set-up for the event on time. Contracted times are from the Renter’s arrival for set-up (unlock) to final departure of the Renter and his/her entire party (lock-up). The Renter must allow time for removal of personal property that will allow for departure at or prior to the contracted time. Excess time will be charged and deducted from the security deposit at the rate listed in the fee schedule.

2. Fees and Cancellation Rights:

The Church acknowledges receipt of the following pre-paid deposit and fees from the Renter:

Security deposit: (insert amount)

Cleaning fee (non-refundable): (insert amount)

Hourly rental fees: (insert amount or “waived”)

Coffee service: (insert number of carafes and amount)

Other optional services: (describe and insert amount)

Total: (insert amount)

When the Renter tenders the signed contract, the Renter shall pay the security deposit, the non-refundable cleaning fee, and 100% of the total contracted hourly rental fee. The Renter shall be solely responsible for all payments made under this contract. The Church will not accept

**FAITH EVANGELICAL PRESBYTERIAN CHURCH
FACILITIES RENTAL CONTRACT**

payments from any other party. Payments must be made by check, payable to Faith Evangelical Presbyterian Church. Cash and credit cards are not acceptable.

The Renter may cancel the event upon delivery of signed written notice to the church office. All hourly rental fees and cleaning fees will be mailed to the Renter within 15 days of receipt of the cancellation. Deposits will be refunded according to the following schedule based upon date of receipt of the signed written notice:

90 days prior to event: Full refund
60 days prior to event: 90% of security deposit
30 days prior to event: 80% of security deposit
15 days prior to event: 70% of security deposit
Seven days prior to event: 60% of security deposit
Less than seven days prior to event: No refund of security deposit

3. The Renter and the Church shall abide the attached Rules for Use. Violation of Rules for Use will result in immediate termination of facility use and forfeiture of all fees and deposits.

4. Termination of Event:

If the Church determines that the Renter is engaged in a willful, egregious act of violation of any of the Rules for Use, the Church may terminate the event before the end of the rental period, retain the security deposit and all paid fees, and suspend the Renter's privilege to rent church facilities again.

5. Inspections and Remedies:

After the rental period, the Church will conduct a post-use inspection of the facilities and prepare a report that will note any breaches of contract and related deductions from the security deposit, if any. The Church will mail the security deposit, less deductions, to the Renter within 15 days after the event.

If the Renter breaches any of his duties or damages the facilities, the Church reserves all of its rights including, but not limited to, deduction from the security deposit for each specific violation of a particular provision of the Rules for Use when tangible damages do not result and deduction from the security deposit associated with rectification of any tangible damage. The Church shall make all such determinations at its own discretion.

If the Renter disagrees with the Church's determinations, the Renter may appeal to the Church Property and Facilities Committee by filing a written appeal within ten days of receipt of the security deposit deduction letter. The Committee will schedule a hearing to review the matter and make a final decision.

**FAITH EVANGELICAL PRESBYTERIAN CHURCH
FACILITIES RENTAL CONTRACT**

6. Indemnification of the Church:

As expressed in the Rules for Use, the Renter bears full responsibility for event attendees. Accordingly, the Renter shall indemnify the Church, its Session, officers, agents, and employees against any and all defense cost and fees or judgment liability arising from any claim or lawsuit brought by a third party arising out of the Renter's rental of the facilities.

7. Limitation of Liability:

The Church's maximum liability under this contract shall be the refund of sums paid by the Renter.

8. The Church Event Staff:

The Church will provide an event coordinator for the sole purpose of monitoring event activity and advising the Renter. The Church or the event coordinator does not provide security for the Renter, Renter guests, or their property. The Renter and Renter guests shall use and occupy the facilities at their own risk.

11. Choice of Law/Venue

The Church and the Renter shall interpret and enforce this contract in accordance with law of the Commonwealth of Virginia. Any claim or cause of action arising out of or connected with the contract shall be adjudicated in either the U.S. District Court for the Eastern District of Virginia, Alexandria Division (provided a statutory basis for federal jurisdiction exists), the Circuit Court of Fairfax County, Virginia, or the General District Court of Fairfax County, Virginia. The parties hereto waive all defense or objections to the jurisdiction of said courts or to such venue.

12. Amendments:

The terms specified herein constitute the entire agreement between the parties. The Church shall not be bound by any alleged promises, representation or agreement except as herein expressly set forth. The Church shall not have authority to amend this contract except in writing.

13. No Warranty:

The Church does not warrant that its facilities are suitable for any particular purpose nor does it warrant any conditions on the premises. The Renter agrees that he/she has had an opportunity to examine the facilities; that the Church is not responsible for any notification of any defects within the facilities; and that the Renter will accept the premise in an "as is" condition.

**FAITH EVANGELICAL PRESBYTERIAN CHURCH
FACILITIES RENTAL CONTRACT**

14. Recovery of Legal Fees

The Renter shall bear full responsibility for all attorney's fees and costs incurred by the Church to enforce this contract. If The Church must seek legal action to recover damages in excess of the security deposit, all sums due shall bear interest at the rate of 18% per annum.

Renter's signature _____

Name and address _____

Telephone _____

Faith Evangelical Presbyterian Church

By: _____

Name: _____