

## Springs Community Presbyterian Church Facility Use Fee Schedule

- ALL users must supply the SCPC with a **Certificate of Liability Insurance** for \$1,000,000 naming the Springs Community Presbyterian Church as an additional insured at signing of contract.

### Meetings /Classes:

\$60 an hour (One Time Use)  
\$40 an hour

*Hours rented to be paid as of the 1<sup>st</sup> of the month  
for the following days of the month that are reserved.*

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### Social Events:

**Fellowship Hall Only** chairs provided if needed    Limit of 125 people for event  
Up to 3 hours                      \$300                      +\$200 security deposit  
3-5 hours                              \$450                      +\$200 security deposit

**Fellowship Hall and Backyard overlooking Harbor** Limit of 250 people for event  
Up to 3 hours                      \$450                      +300 security deposit  
3-5 hours                              \$600                      +\$300 security deposit

*Additional cleaning and any custodial fees will be billed at \$75 an hour*

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- ALL Kitchen users must supply SCPC with a NYS Department of Agriculture & Markets **Article 20-C Food Processing License**.

### Kitchen and Fellowship Hall

\$90 an hour

### Kitchen Only Fee

One Time Use	\$60 an hour
Kitchen Fee/Contract rates	\$35 an hour

*Hours rented to be paid as of the 1<sup>st</sup> of the month  
for the following days of the month that are reserved.*

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**The Springs Community Presbyterian Church Session** Welcomes all and *may* choose to provide non-profit groups and organizations whose activities further the mission of the congregation and benefits the Springs Community with a discounted rate.

**Springs Community Presbyterian Church  
Facility Rules**

- All conduct should be consistent with the moral and values of the Springs community.
- Alcohol is not permitted anywhere in the SCPC facilities.
- Smoking is not permitted inside the facilities.
- There are no refunds for events cancelled within two weeks (fourteen days) of the event.
- Children under age 14 must be supervised by an adult (18+).
- Open flames of any type are prohibited.
- Remove all garbage from kitchen, bathrooms and Fellowship Hall.
- Usage period must include the time needed to setup and clean up for the event.
- All chairs to be stacked and tables put under the stage, kitchen equipment returned to designated areas.
- All items brought in for the event must be removed from SCPC grounds at the end of the event, any items left behind will be disposed of at User's expense. This includes any open food items in the refrigerator.
- Screws, nails, tacks, hooks, pins, tape or other adhesives may not be used to affix decorations or other items to the facilities or its fixtures, furniture or equipment.
- Sweep/mop floors as necessary.
- Turn off all lights, lock all doors, lock & close all windows.
- Key code will be disabled half hour after event.
- Church activities take priority in the use of the building. Therefore, if a conflict exists, the church group/function will be held and the outside group's activity will be re-scheduled or canceled.
- Signage allowed for the duration of the class. To be removed after class.
- Users must supply the SCPC with a Certificate of Liability Insurance for \$1,000,000 naming the Springs Community Presbyterian Church as an additional insured.
- Ongoing classes/meetings must have each student fill out "Release and Waiver of Liability" form. (Can be found in Fellowship Hall)
- If an incident occurs during use of building, lessee must fill out an Incident Report immediately and submit it to the church office immediately. (Can be found in Hall)

*Failure to comply with above rules will result in forfeiture of security deposit  
and/or cancellation of rental contract.*

\_\_\_\_\_  
User Printed Name

\_\_\_\_\_  
User Signature

\_\_\_\_\_  
Date

**FACILITIES USAGE AGREEMENT**

THIS FACILITIES USAGE AGREEMENT, dated as of \_\_\_\_\_, (this "Agreement"), is made and entered into and by and between Springs Community Presbyterian Church of East Hampton, NY (Hereafter "SCPC"), and \_\_\_\_\_ (Hereafter "User"), with reference to the following:

User desires to use certain facilities at SCPC for the purpose of conducting:  
*(use space below to describe the activities and/or events you wish to hold at the church)*

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and SCPC desires to grant User the right to such use (Hereafter "Event") upon and subject to the provisions set forth herein. NOW, THEREFORE, in consideration of the foregoing, the provisions contained herein and the mutual benefits to be derived herefrom, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SCPC and User agree as follows:

**1. Usage Agreement.** SCPC allows User the right to use the:  
*(Please circle all spaces you wish to use for your event)*

Kitchen                                      Fellowship Hall

facilities (Hereafter "Facilities") for the purpose of User's Event scheduled to be held:  
*(List event dates and times below - use the format MM/DD/YYYY - START TIME / END TIME)*

Date(s): \_\_\_\_\_

Time(s): (start/end time) \_\_\_\_\_

Expected Number Attending (for social events): \_\_\_\_\_

User shall coordinate access to the Facilities and other requests for the Event with Susan McDonough ("SCPC's Representative").

### **1.1 Permitted Use; Compliance with Law.**

User shall use the Facilities solely for the Event and in accordance with the provisions of this Agreement. User shall not use, or suffer or permit any use of, the Facilities for any purpose or in any manner other than as contemplated by this Usage Agreement, and the employees, subcontractors, agents, representatives, participants, invitees, and attendees of User and the Event, shall comply with all applicable federal, state, and local statutes, rules, regulations, codes, ordinances and policies, including, but not limited to SCPC's Rules and Policies of Use, a copy of which User has received and the terms of which are hereby incorporated herein.

### **1.2 Alcohol;**

The distribution, provision, and/or consumption of alcohol on the property of SCPC is prohibited. User shall not allow alcohol in the Facilities. Violation of this rule will result in the immediate eviction of User from the Facilities without refund of any rent or usage fees and the forfeiture of any security deposit.

### **1.3 Decorations; Prohibited Items; Weapons.**

User shall not use screws, nails, tacks, hooks, pins, tape or other adhesives to affix decorations or other items to the Facilities or its fixtures, furniture or equipment.

User shall not (i) use any smoke or fog machines at the Facilities, (ii) use any open flames at the Facilities (other than dripless candles), or (iii) use any glitter, confetti, flower petals, rice, rice bags, or bird seed at the Facilities (other than bird seed outside on the lawn). User shall ensure that no weapons or other potentially dangerous objects of any kind are admitted to the Facilities.

### **1.4 Name Use: Signage.**

User shall not use or provide SCPC's name or logos in any manner or media in connection with the Event without the prior approval of SCPC. Lessee shall not erect any signs, banners, or displays in or about the Facilities without the prior approval of SCPC. Written requests should be submitted to SCPC's Representative at least 10 days prior to the Event.

### **1.5 Independent Contractor Relationship.**

The parties intend that their relationship under this Agreement shall be as independent contractors, and neither party shall conduct itself in any manner inconsistent with such independent contractor status. Nothing in this Agreement, nor any performance hereunder, is intended or shall be construed to create a partnership, joint venture, or other form of business enterprise, or relationship of agency of employment, between SCPC and User, and User shall not imply any such relationship or endorsement in any promotion, advertisement, solicitation or other communication in connection with the Event.

## **2. Fees, Charges, and Other Expenses.**

As consideration for the use of Facilities under this Agreement, User shall pay SCPC the fees set forth in the attached form (the "Usage Fees"). The Usage Fees shall be payable by User, without any offset or deduction, as specified in the attached reservation request form. All other charges assessed against User for damage, repair, clean-up or other expenses shall be payable to SCPC no later than 30 days after the date of SCPC's invoice therefore.

### **3. Indemnification.**

User shall indemnify, hold harmless, protect and defend SCPC, and its trustees, officers, employees, and agents (the "Indemnified Parties"), for, from, and against any and all demands, claims, suits, damages, losses, liabilities, costs and expenses, including, but not limited to, court costs and attorneys' fees (the "Indemnified Matters"), directly or indirectly arising out of any property damage or loss, bodily injuries, sickness, disease or death in connection with User's use of the Facilities or the Event. User's indemnification obligations under this Section 3 shall apply whether the Indemnified Matters are due in part to the contributory fault or negligence of the Indemnified Parties or others; provided, however, that User shall not be obligated to indemnify the Indemnified Parties for their respective sole negligence.

User's defense obligations under this Section 3 shall be with attorneys approved by SCPC. Notwithstanding anything in this Agreement to the contrary, the provisions of this Section 3 shall survive any expiration or termination of this Agreement, and each party shall remain obligated to the other party under all provisions of this Agreement that expressly or by their nature extend beyond and survive the expiration or termination of this Agreement.

### **4. Condition of Facilities.**

#### **4.1 At Delivery.**

SCPC makes no representation or warranty of any kind (express or implied) regarding the suitability of, or compliance with applicable laws by, the Facilities, as built or maintained, for any aspect of the User's intended use. Accordingly, the User acknowledges and agrees that User has made an adequate investigation and inspection of the Facilities and its own determination regarding the suitability thereof for User's intended use. User further acknowledges and agrees that Facilities shall be delivered by SCPC to User "as is," "where is," and "with any and all faults," and without any representation or warranty of any kind (express or implied), including, but not limited to, representation and warranties as to the merchantability and fitness for use for any particular purpose, and shall be used by User for the Event at the User's own risk. Notwithstanding anything in this Agreement to the contrary, SCPC undertakes no obligation whatsoever for the safety or security of any property or person, including, but not limited to, User, or any of the employees, subcontractors, agents, representatives, participants, invitees, or attendees of License or the Event.

#### **4.2 Upon Return.**

User shall return the Facilities to SCPC after the Event in the same condition as when received, and shall reimburse SCPC for any and all costs, expenses, charges or fees incurred in the repair or replacement of damage to the Facilities as a result of the acts or omissions of the User, or the employees, subcontractors, agents, representatives, participants, invitees or attendees of User of the Event.

#### **4.3 Destruction, Condemnation, or Taking.**

In the event that the Facilities are wholly or partially destroyed, condemned, or taken for public use, and SCPC believes that the Event should not be held, then SCPC may elect to terminate this Agreement by written notice to the User. In the event of any such termination, SCPC shall not have any liability, either on account of the unavailability of the Facilities or the failure to hold the Event there. SCPC alone shall be entitled to any insurance proceeds or sums paid or payable as damages or compensation on account of any such destruction, condemnation, or taking, and no part thereof shall accrue or be payable to the User.

## **5. Miscellaneous.**

### **5.1 Power of Authority; Due Authorization; Enforceability.**

User represents and warrants SCPC that (i) User has the power and authority to execute, deliver, and perform its obligations under this Agreement, (ii) the execution, delivery and performance of this Agreement have been duly authorized by the User, and (iii) this agreement constitutes legal, valid, and binding obligation of the User, enforceable against it in accordance with its terms.

### **5.2 Entire Agreement; Severability.**

This Agreement and its attachments constitute the entire agreement between the parties, and supersede all prior agreements, understandings and negotiations, with respect to the subject matter hereof. In the event of any provision of this Agreement shall be held unenforceable by a court, such unenforceability shall not effect any other provision hereof, and this Agreement shall be construed as if such unenforceable provision, to the extent of such unenforceability, had not been incorporated herein.

### **5.3 No Assignment; No Amendment; No Waiver.**

This Agreement (i) may not be assigned or transferred, in whole or in part, by operation of law or otherwise, by either party without the prior written consent of the other party, and (ii) may not be amended or modified, by course of conduct or otherwise, except in a writing duly executed by each of the parties. Any waiver of any provision of this Agreement shall be in writing duly executed by the waiving party. The failure or delay by either party to seek redress for any breach of this Agreement, or to insist upon the strict performance of any provision of this Agreement, shall not constitute a waiver thereof or of any other provision of this agreement, and such party shall have all remedies provided herein and at law and in equity with respect to such act and any subsequent act constituting the same.

### **5.4 Governing Law; Jurisdiction and Venue; Attorney's Fees.**

This Agreement shall be interpreted and enforced in accordance with the laws of the State of New York (without regard to the conflicts or choice of law principles thereof). The parties irrevocably consent to the jurisdiction of the State of New York, and agree that any court of competent jurisdiction sitting in Suffolk County, New York, shall be an appropriate and convenient place of venue to resolve any dispute with respect to this Agreement. In the event either party commences any proceeding against the other party with respect to this Agreement, the parties agree that the prevailing party (as determined by the authority before whom such proceeding is commenced) shall be entitled to recover reasonable attorney's fees and costs as may be incurred in connection therewith in addition to any other relief granted.

### **5.5 Heading; Counterparts.**

The headings in this Agreement are for convenience of reference only and shall not be construed, expressly or by implication, so as to affect the interpretation of any of the provisions hereof. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

**6. Summary of Usage Fee, Other Fees, and Deposits due at time of Reservation.**

Usage Fee: \$\_\_\_\_\_

Other Fees: \$\_\_\_\_\_ Description: \_\_\_\_\_

**Total:** \$\_\_\_\_\_

Security Deposit: \$\_\_\_\_\_ **(Paid by separate cash/PayPal)**

IN WITNESS WHEREOF, each of the parties has duly executed and delivered this Agreement as of the date first written above

SCPC

USER

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: Susan McDonough

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Phone: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

email: \_\_\_\_\_

**Make checks payable to Springs Community Presbyterian Church  
Or [www.springspc.org](http://www.springspc.org) via PayPal**

Session Approval of Request: \_\_\_\_\_ Date of Approval: \_\_\_\_\_

*Springs Community Presbyterian Church  
5 Old Stone Highway  
East Hampton, NY 11937*

**RELEASE AND WAIVER OF LIABILITY PLEASE READ CAREFULLY!  
THIS IS A LEGAL DOCUMENT WHICH AFFECTS YOUR LEGAL RIGHTS!**

This Release and Waiver of Liability (the "Release") executed on this date \_\_\_\_\_, by

\_\_\_\_\_ ("Releasee") in favor of Springs Community Presbyterian Church, Inc., a nonprofit corporation, and their trustees, officers, employees, and agents (collectively, "Springs Community Presbyterian Church"). The Releasee hereby freely, voluntarily, and without duress executes this Release under the following terms:

1. **Release and Waiver** – Releasee does hereby release and forever discharge and hold harmless Springs Community Presbyterian Church and its successors and assigns from any and all liability, claims and demands of whatever kind or nature, either in law or equity, which may arise or may hereafter arise from Releasee's activities with Springs Community Presbyterian Church. Releasee understands that this Release discharges Springs Community Presbyterian Church from any liability or claim that the Releasee may have against Springs Community Presbyterian Church with respect to bodily injury, personal injury, illness, death or property damage that may result from Releasee's activities with Springs Community Presbyterian Church, whether caused by the negligence of Springs Community Presbyterian Church or its trustees, officers, employees, agents or otherwise. Releasee also understands the Springs Community Presbyterian Church does not assume any responsibility for or obligation to provide financial assistance, including, but not limited to, health, or disability insurance in the event of injury or illness.

2. **Medical Treatment** – Releasee does hereby release and forever discharge Springs Community Presbyterian Church from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment or service rendered in connection with the Releasee's activities with Springs Community Presbyterian Church.

3. **Other** – Releasee expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of New York, and that this Release shall be governed by and interpreted in accordance with the laws of the State of New York. Releasee agrees that in the event that any clause or provision of this Release shall be held invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

IN WITNESS WHEREOF, Releasee has executed this Release as of the day and year first written above.

Releasee \_\_\_\_\_

Witness \_\_\_\_\_