

EVENT SPACE USAGE AGREEMENT

THIS AGREEMENT ("the Agreement"), made on _____, ____, 20____, by and between Caney Baptist Church ("CBC"), whose address is 438 FM 833, Streetman, Texas 75859 and the "USER":

User Name _____
Address _____
City, State, ZIP code _____
Contact Phone # _____

collectively, the "Parties" agree as follows:

Event

The User shall hold the following Event: _____ on:
(Name of Event)

_____, _____, 20____; between _____ m/pm and _____ pm
(no later than 10:00pm). User is authorized to use the Space to hold the Event, and for no other purpose.

Space Usage and Fees

CBC hereby grants a limited and revocable agreement (the "Agreement") to the User to use the following space(s) (the "Space") on the Event Date during the hours specified under this agreement.

	<u>Non-Member</u>	<u>Church Member</u>
Sanctuary	\$200	\$100
Fellowship Hall	\$300	\$100
Both	\$500	\$100
Wedding Rehearsal Dinner	\$50	\$0

Security Deposit

User shall pay to CBC a 50% deposit of \$_____ (the "Deposit"), upon the execution of this Agreement. The Space shall not be considered reserved until the deposit has been paid. Space cannot be used until Usage Fee is paid in full (due 2 weeks prior to Event Date).

Space Specifications

CBC grants to User the following amenities at the Space(s):

- | | |
|-----------------|--|
| Sanctuary | Main Sanctuary, classrooms, restrooms, recreation areas, limited kitchen facility. Equipment may be brought in but must be removed from the Sanctuary by end of day and from other spaces within 24 hours. No food or drink is allowed in the Sanctuary, Sunday School room or classrooms at any time. |
| Fellowship Hall | Main hall, restrooms, limited kitchen facility to include refrigerator, freezer, warming oven, ice maker, oven, and sinks. Kitchen is not to be used for cooking, only for staging catered meals. You may bring slow cookers or warming trays limited to what can be sustained by circuit breakers. |

Both spaces are subject to the Use Guidelines and Checklist attached.

Disclaimers

The Space shall be provided by the CBC as-is and CBC make no warranty regarding the suitability of the Space for User's intended use.

Damages

Beyond ordinary wear and tear, User shall be responsible for any damage caused by User's use of the Space. User shall arrange for the repair of any such damage. In the event if User does not make any necessary repairs, CBC shall arrange for the same at User's expense.

Right of Entry

CBC shall have the right to enter the Space at any time for any reasonable purpose, including any emergency that may threaten damage to CBC'S property, or injury to any person in or near the Space.

Indemnification

User hereby indemnifies and holds harmless CBC from any damages, actions, suits, claims, or other costs (including reasonable attorneys' fees) arising out of or in connection with any damage to any property or any injury caused to any person (including death) caused by User's use of the Space, including any acts or omissions on the part of User, its employees, officers, directors, independent contractors, or other agents. User shall notify CBC of any damage or injury of which they have knowledge in, to, or near the Space, regardless of the cause of such damage or injury.

Revocation

CBC shall have the right to revoke the Agreement at any time for any reason prior to the Event Date, provided it gives User prior notice of revocation. In the event that CBC revokes the Agreement prior to the Event for reasons other than nonpayment of fees or breach of this Agreement by User, CBC shall refund to User the full amount paid by User in connection with this Agreement, including the entire Deposit.

Cancellation

User may cancel the Event by providing notice to CBC thirty (30) days or more before the Event Date. In such an event, CBC shall refund to User the full amount of the Usage Fee. In the event if the Event is cancelled within thirty (30) days of the Event Date, CBC shall have the right to retain the full Deposit.

Assignment

Neither Party may assign or transfer their respective rights or obligations under this Agreement without prior written consent from the other Party.

Governing Law

This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the State of Texas, without regard to conflicts of law principles.

Entire Agreement

This Agreement constitutes the entire agreement between User and CBC, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

IN WITNESS THEREOF, the Parties have caused this Agreement to be executed the day and year first above written. The Undersigned has been duly authorized by the User to enter into this User Agreement and has read and understood the terms and conditions of the agreement.

USER

Signature

Printed Name of User

Caney Baptist Church Trustee

Signature

Printed Name of CBC Trustee

Receipt of Fees:

Deposit and Reservation (50%) Received \$ _____ Date: _____

Final Event Fee balance (50%) Received \$ _____ Date: _____

Optional Cleaning Fee (\$125) Received \$ _____ Date: _____

USE GUIDELINES AND CHECKLIST

USE OF SPACE(S)

Church Facilities may be used for family and community events.

ABSOLUTELY NO alcoholic beverages may be served in the Space(s) or on the premises of CBC property.

Smoking and/or tobacco products are NOT permitted inside any Space or church facility.

After the completion of the Event, the User shall leave the Space in the same condition as received from CBC.

No nails, tacks, wire or tape may be used on the walls, furnishing, tables, etc., in the Space. (Command Strips or non-marking tape, or safe tacky putty may be used during the Event but completely removed by end of day.)

User is responsible for supplies such as table linens, serving trays, punch bowls, excessive paper goods, etc. CBC will provide normal paper goods in restrooms and kitchen area.

Equipment may be brought in or set up during the Event, but must be removed within 24 hours. Nothing can be left in the Sanctuary overnight. NOTE: Prior arrangements can be made for CBC sound equipment or piano.

Table and chairs are provided. Table and chairs may be moved or rearranged to suit the nature of the Event with the proviso that they must be picked up and not dragged to prevent marring the floors. Excess tables should be moved to the designated storage area.

CLEANUP OF SPACE(S)

Cleaning of the facility after the Event is the responsibility of the User*. If the Spaces are not cleaned, CBC will clean at the User's expense.

Countertops, floors and bathrooms are to be cleaned by wiping up any spills, sweeping and mopping of floors or vacuuming carpeted areas. Clean sinks and kitchen surfaces if used for the Event.

Trash cans will be provided with fresh liners prior to the event. Fresh liners can be found in the bottom of the trash cans once the trash has been bagged and removed. Please replace the liners as needed and left fresh at the end of the Event.

Check the refrigerator, warming ovens and clean as necessary. Remove and dispose of all perishable items.

Check that toilet paper in bathrooms and paper towels are replenished. Leave restrooms clean.

Table and chairs should be replaced as found after cleaning the facility. Make sure table and chair surfaces are wiped down.

User will be responsible for clearing all trash generated at the Event and depositing it in the proper waste receptacles on site.

* The User may request the services of the CBC custodians to do the final cleaning for an additional fee payable at the time of Event fee is due. Request must be made at the time the reservation is made and the cleaning fee will be added and due at the time the Final Event fee is paid. Fee for CBC custodian:

Sanctuary \$ _____ Fellowship Hall \$ _____ Both \$ _____