

TUCKAHOE PRESBYTERIAN CHURCH FACILITY USE POLICY AND APPLICATION

7000 Park Avenue, Richmond, VA 23226-3624 Phone: 804-282-2860

NAME OF ORGANIZATION:							
PURPOSE OF ORGANIZATION:							
PURPOSE FOR USE OF FACILITIES							
PRESIDENT'S (or responsible individual's) NAME:							
ADDRESS:							
HOME PHONE #		BUSINESS or CELL PHONE #					
e-Mail address:							
OTHER CONTACT PERSON IF CHURCH CANNOT REACH PRESIDENT OR RESPONSIBLE INDIVIDUAL (Please provide name, e-mail address and phone number)							
Does the group or organization have Liability insurance coverage? Can you provide the church a certificate of insurance naming Tuckahoe Presbyterian as an additional insured and evidence that on the certificate?							
Facilities Usage Agreement (NOTE: all non-members must execute the attached document. The use of church facilities by members shall be subject to the Conditions of Use attached to the Facilities Use Agreement.)							
TUCKAHOE CHURCH MEMBERS BELONGING TO THE ORGANIZATION (if any):							
PARTICULAR FACILITIES BEING REQUESTED (Circle or mark with an "X"):							
Duntreath Hall		Sanctuary		Wilson Hall		Room 108	
Room 200		Room 106				Room 206	
Kitchen		Parlor		Other (specify)			
NUMBER OF PEOPLE TO USE FACILITIES:							
HOURS AND DATES FOR USE							
I have read the above completed application and the Conditions of Use attached and request the use of the facilities and agree to such conditions.							
Signature:				Title:			
Approved by:				Date:			
Amount of any applicable fee: \$				Date received:			

Use of the Church Facility by Outside Groups

Statement of Church Use Policy:

Believing that the church should serve the community and its neighbors, Tuckahoe Presbyterian Church makes available its facilities to service-oriented groups (not otherwise sponsored by the Church) which benefit the community.

Prior to any group using the facilities, the organization shall make application and agree to the Conditions of Use. The Conditions of Use shall be a part of the application and Facilities Usage Agreement.

The application must be approved by the Moderator of the Administration & Personnel Division or designee of the Moderator. Note: the Moderator or designee may approve the application solely or seek input from other Division Members as deemed necessary.

Tuckahoe Presbyterian Church welcomes the use of our facilities for events by both member and non-members. By so doing, we are showing support for artistic, educational, health, and other organizations, as part of our mission to the greater Richmond/Henrico area. Tuckahoe Presbyterian Church incurs costs in sharing our facilities. While needing to have participants share in these costs, we have sought to minimize any fees involved.

DEFINITIONS OF USERS: (Note: Fees are charged based upon the group classification.)

	Group Classification	Definition
1.	Member	A Member is defined as a person who is on the church rolls, either active or inactive.
2.	Non-member	A Non-member means a person who does not fit the category of a member as defined above.
3.	Christian Organizations	A Christian Organization is a non-profit group that is primarily Christian in nature, such as a mission group, a church choir, or a church youth group.
4.	Community Service Groups	A Community Service group, club or association is one whose primary mission is community service, such as AA; Al-anon, Red Cross, Kiwanis, Band Boosters, Youth Soccer, Brandon Women's Club and United Way, etc.. Other groups, such as governmental groups, will be considered on a case by case basis. Groups in this category must be non-profit groups, and the use is restricted to meetings unless approved by the Administration & Personnel Division.
5.	All Other Organizations	This category includes all other groups not otherwise classified. Examples are The Learning Cottage (Annual Christmas program, an evening in Dec., Duntreath), Virginia Kennel Club, Moonlight Serenaders (swing band); Richmond Pops Band; school reunions, athletic banquets, sororities, and professional Christian and non-Christian singers.

Schedule of Fees

	Duntreat h Hall	Kitchen ¹	Sanctuary	Room 106	Room 108	Room 206	Wilson Hall	Parlor	Total
Maximum allowable Occupancy of each room									
Tuckahoe Presbyterian Function	No charge	No charge	No charge	No charge	No charge	No charge	No charge	No charge	
Tuckahoe Member	No charge	No charge	No charge	No charge	No charge	No charge	No charge	No charge	
Local Christian Group (under 50 people)									
Local Christian Group (over 50 people)									
Community Service Groups									
All other organizations									
Damage Deposit (non Tuckahoe & local Christian groups)	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100

Separate information about weddings and receptions and related fees can be obtained from the Church office.

¹ If the Duntreath Hall kitchen is to be used, the Church requires that the group an authorized supervisor from the church, if a licensed caterer is to be employed. The authorized supervisor from the church will oversee food preparation and cleanup.
Kitchen used, group engages church's authorized supervisor (fees included) and an approved caterer \$175

TUCKAHOE PRESBYTERIAN CHURCH FACILITIES USAGE AGREEMENT

THIS CHURCH FACILITIES USAGE AGREEMENT (the "Agreement") is made and entered into as of _____, 201__ by and between **TUCKAHOE PRESBYTERIAN CHURCH**, a Virginia unincorporated association (the "Church"), and the undersigned user (the "User").

RECITALS:

A. The Church owns and operates a church facility located at 7000 Park Avenue, Henrico, Virginia 23226 (the "Facilities").

B. User desires to license from the Church a portion of the Facilities for the purpose requested as agreed upon between User and the Church. The dates, times, portion of the facilities and the proposed use are set forth in the application for use of the facilities signed by the user and is hereby incorporated by reference, shall be attached hereto and made a part hereof.

C. The Church is willing to permit User to use that portion of the Facilities requested and approved for User's use, subject to the terms and conditions set forth in this Agreement.

AGREEMENT:

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Church and User agree as follows:

1. **Rules for Usage.** User agrees that it will not use the Facilities for any unlawful purposes, and will obey all laws, rules and regulations of all governmental authorities while using the Facilities. User and all individuals participating in the User's event(s) and activity(ies) on the Church property shall comply with the policies, procedures and rules of the Church pertaining to usage of the Facilities, which may be amended or modified hereafter by notice to User (the "Conditions of Use"), such Conditions of Use being stated in Exhibit A, attached hereto and made a part hereof. The User hereby acknowledges receipt of and acceptance of the Conditions of Use (Exhibit A) attached to this agreement and made part of. Strict compliance with the rules is a condition of usage or continued usage of the Facilities. User shall only use such portion of the Facilities at such times and upon such dates as set forth in the application for use of the facilities.

2. **Condition of Facilities.** The Facilities are provided by the Church to User "AS IS" and WITHOUT ANY WARRANTY OR REPRESENTATION WHATSOEVER. User agrees to return the Facilities (including any entrances, exits, lobby area, and restrooms) to the Church in substantially the same condition, normal wear and tear excepted, as it was immediately prior to User's use of the Facilities. User will be responsible for all damages to any Church property caused by User, participants in User's event(s) and activity(ies), User's employees, agents, guests or invitees, or arising from use of the Facilities.

3. **Release of Liability.** USER HEREBY RELEASES THE CHURCH, ITS TRUSTEES, OFFICERS, EMPLOYEES, MEMBERS AND AGENTS FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION AND LIABILITIES OF ANY KIND OR NATURE WHICH USER MAY HAVE OR HEREINAFTER MAY HAVE, RELATING, DIRECTLY OR INDIRECTLY, TO THE FACILITIES, ANY OF THE CHURCH PROPERTY, OR THE USER'S USE THEREOF, INCLUDING BUT NOT LIMITED TO LIABILITY FOR THE CHURCH'S NEGLIGENCE, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE CHURCH'S PROVISION OF THE FACILITIES TO USER. The terms and conditions of this section shall survive the termination of this Agreement.

4. **Indemnification.** User agrees to indemnify, defend, and hold harmless the Church, its trustees, officers, employees, members, agents, representatives, and assigns (the “Indemnified Parties”) from and against, and to pay the Church upon demand the amount of any suits, claims, complaints, damages, judgments, penalties, fines, losses, costs, and expenses (including attorneys’ fees and court costs) of whatever kind and nature, imposed upon, incurred by or asserted against any of the Indemnified Parties, and in any way related to or arising from, directly or indirectly: (a) the execution, enforcement, or performance of this Agreement; (b) User’s (or any participant of User’s event or activity) use of the Facilities, its entrances, exits, restrooms or surrounding areas; or (c) the acts or omissions of User or User’s employees, agents, guests and invitees in or upon any Church property. User’s duty to indemnify, defend, and hold harmless hereunder includes, but is not limited to, claims related to or arising from bodily injury or death, damage to property and the loss of use of property resulting from such damage, and the property owned by individuals who are participants in User’s event(s) and activities and regardless of whether such injury, death, damage or loss was caused in whole or in part by any act or omission of Church, including without limitation any negligent act or omission of Church, its trustees, officers, employees, members, agent or representatives. The terms and conditions of this section shall survive the expiration or earlier termination of this Agreement.

5. **Evidence of Insurance.** The Church may require as a condition to User’s use of the Facilities that User provide evidence of liability or other appropriate insurance in an amount and issued by a carrier satisfactory to the Church to cover any injuries, losses, or damages related to User’s use of the Facilities. The Church may also, at its discretion, require User to add the Church as “additional insured” to User’s insurance policies prior to the commencement of the User’s use of the Facilities.

6. **No Assignment.** User may not assign or transfer this Agreement, either in whole or in part.

7. **Entire Agreement.** This Agreement represents the entire agreement between the parties with respect to the subject matter addressed herein. No representation, warranties, promises, guarantees, undertakings, or agreements, oral or written, express or implied, have been made by the Church with respect to the Facilities except as expressly stated herein.

8. **Amendments.** This Agreement can only be changed by an agreement in writing signed by both the Church and User, except that the Church may, by its own action, modify the rules for usage at any time with notice to User.

9. **Waiver.** The Church’s failure to exercise or delay in exercising any right shall not operate as a waiver thereof, and any single or partial exercise of any right shall not preclude any other or future exercise thereof or the exercise of any other right. The rights and remedies provided are cumulative and may be exercised singly or concurrently and are not exclusive of any rights and remedies provided by law. The Church shall not, by act or omission, be deemed to have waived any such rights or remedies unless, and then only to the extent that, such waiver is set forth in a written instrument signed by the Church and delivered to User.

10. **Governing Law.** This Agreement shall be governed by the laws of the Commonwealth of Virginia without reference to its choice of law provisions.

11. **Captions.** The captions in this Agreement are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

12. **Execution.** This Agreement may be executed in one or more counterparts and each executed copy shall constitute an original, but all counterparts shall be deemed one and the same instrument. This Agreement may be executed by facsimile or electronic signature pages which shall have the same force and effect as original executed signature pages.

13. **Fees and Security Deposit.** (a) Within three (3) business days of notification of the User of approval of the use of the portion of the Facilities by the Church, the User shall deliver to the Church by check or cash any fee and the security deposit as designated by the Church at the time of approval of the use by User. In the event any such fees or the security deposit are not delivered as provided then this Agreement shall terminate and have no further force and effect.

(b) The Church may use the security deposit as are reasonably necessary to remedy User's violation of any terms or conditions of the Agreement or the attached Conditions of Use, to repair any damages or complete any necessary cleaning of the Facilities as a result of User's use. The Church shall refund User the balance of the security deposit after such deductions within twenty-one (21) days after the end of User's use of the facilities pursuant to this Agreement. If deductions have been made, the Church shall provide the User with an itemized list of each deduction including the reasons for and the dollar amount of each deduction. The Church shall not owe and the User shall not be entitled to any interest on the security deposit.

Signed as of the dates set forth below:

USER:	Name Printed: _____
	Signature: _____

CHURCH:	TUCKAHOE PRESBYTERIAN CHURCH
	By (Signature): _____
	Name Printed: _____
	Title: _____

EXHIBIT A

Conditions of Use

Each individual or organization requesting the use of Tuckahoe Presbyterian Church (the "Church") facilities agrees to abide by the following conditions:

1. All non-member groups (i.e. groups' leaders) or individuals using the Tuckahoe Church facilities must sign the attached Church Facilities Usage Agreement, as a condition of use. Failure to sign will result in the request for usage to be denied.
2. The Church reserves the right to revoke at any time its permission and the applicant's right to use of the facilities.
3. The Church may not be used as an official address, referred to as a sponsor, and use of premises does not constitute endorsement.
4. No political groups, including PACs (Political Action Committees)
5. The applicant will be responsible for any and all damages to Church property, while it is using the facilities and it will pay for repairs as arranged by the Church. The applicant will leave the church **in the same condition it was found**. Damages resulting from the group's usage may result in the group's security deposit being withheld from return and applied to cover the costs of repairs, etc.
6. Our cleaning service is regularly scheduled to clean the facilities on Friday mornings. The applicant and its respective attendees shall clean up after themselves and to bag and remove any and all trash generated to the dumpster located at the rear of the building. Additionally, the applicant will be responsible for paying any non-routine cleaning charges required as a result of the applicant's use of facilities.
7. The Church is not responsible for any lost or stolen items.
8. Light refreshments, provided by the applicant, excluding alcoholic beverages, may be served in the education building, in Wilson Hall, and in Duntreath Hall. Applicant will provide its own utensils and dispose of wastes.
9. No product may be sold as the **primary purpose** in connection with use of Church facilities, and the Church facilities may not be used by the applicant for individual monetary gain in any form.
10. If the kitchen facility is to be used, the user shall comply with applicable guidelines from Church Kitchen Coordinator.
11. Room SET-UPS: (i. e. chairs, tables, lectern, etc.) Groups or individuals using the church are responsible for their own set up. If a particular room is setup for a Tuckahoe Church function or for the meeting of another group, the room shall be left in its original set up and condition.
12. If the group is a continuous user of the church and obtains a key for after hours facility use, the group must receive, sign, and abide by the key and alarm policy (**see separate key policy, if required**).
13. The group agrees to read these conditions of use to their respective members quarterly.

EXHIBIT A (continued)

14. The church is a non-smoking facility; therefore, smoking is prohibited in the buildings, on the porches, stoops, porticos, etc..

15. The group shall have agreed to pay to Tuckahoe Presbyterian Church the monetary fee (if any) in accordance with the fee classifications in effect at the time of use of the facility. Applicant agrees to remit any applicable amount specified in the Schedule of Fees. Payment of the deposit and the fee, if any, is to be made within three (3) business days of the Church notifying the User of approval of the application.

16. The group makes such monetary deposit (if any) to Tuckahoe Presbyterian Church in accordance with the deposit classifications and/or requirements in effect at the time of use of the facility.

17. At its sole cost and expense, the applicant shall supply its own audio-visual equipment and shall use such equipment within such limits as established and governed by all ordinances of the County of Henrico.