

**Building Use Application
Tuckahoe Presbyterian Church
7000 Park Ave. Richmond, VA 23226**

Group Name: _____ **Today's Date:** _____

Thank you for your interest in leasing space for Tuckahoe Presbyterian Church (TPC). Please complete this application and send it to the church office (office@tuckahoepres.org). If this application is approved, you will be required to sign a lease agreement. Keep the Building Use Policies for reference.

() Member of TPC () Non-Profit Organization () Community Service () Non-Member () Other

TPC Members belonging to this organization (if any): _____

Does the group or organization have Liability Insurance coverage? (Y/N) Please provide the church with a certificate of insurance naming Tuckahoe Presbyterian as an additional insured & evidence on certificate.

Type of Event (Purpose): _____

Contact Person: _____

Address: _____

Phone Number: _____ **Email:** _____

Date(s) Requested: _____ **If recurring: Start Date:** _____ **End Date:** _____

Time of Day: Begin: _____ **End:** _____ **(Doors Unlocked:** _____ **Locked:** _____)

FACILITIES BEING REQUESTED -Mark with an "X"			
Duntreath Hall	Sanctuary	Room 106	Room 108
Kitchen	Commons	Wilson Hall	Other:

Estimated number of people attending: _____

Total Fee Due (refer to the building use policies for fees): _____

I/We acknowledge that I/we have read the Building Use Policies as well as the Church Facilities Usage Agreement and agree to the provisions stated.

Signed: _____ **Date:** _____

.....
For office use only

Approved: () Yes () No (State Reason) _____

A&HR Approval Signature: _____ **Date:** _____

Rental Fee: \$ _____ **Damage Deposit:** \$ _____ **Paid:** \$ _____ **Balance Due:** \$ _____

Placed on Calendar: _____ **Additional Notes:** _____

Building Use Policies of Tuckahoe Presbyterian Church

Statement of Church Use Policy:

Tuckahoe Presbyterian Church (TPC) welcomes the use of our facilities for events by both members 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.

Prior to any group using the facilities, the organization shall apply and, upon approval, 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 & Human Resources Committee (A&HR) or designee of the Moderator. Note: The moderator or designee may approve the application solely or seek input from other Committee Members as deemed necessary.

Guidelines:

In general:

1. The space is not available on Sunday mornings.
2. Do NOT block or prop open exterior doors.
3. Smoking, vaping, and alcohol are prohibited on church property.
4. Smoking is allowed outside 20 feet from entrances.
5. Children should be supervised.
6. Space not previously arranged for use is off-limits.

Chairs and Tables:

1. Chairs and tables are available for use. Users of the space are responsible for setup and take-down. Users will leave room(s) in the same condition as found.

Storage of Equipment and Supplies:

1. Groups that have regular meetings may be given permission to store equipment. Equipment and supplies must be clearly marked or in containers that are clearly marked.
2. Please do not use church equipment or supplies without permission.
3. Please do not use equipment or supplies that belong to other groups.

The Kitchen:

1. Use of the kitchen must be arranged ahead of time and there is an additional fee.
2. The refrigerator may be used, but please do not leave anything that you brought with you in the refrigerator. Please do not use items in the refrigerator that were already there.
3. **Do NOT use the range or oven unless experienced with commercial-grade appliances. When using the stove oven or range, the OVERHEAD VENT AND FANS MUST BE TURNED ON. The switches for the Hood Fan and Lights are located on the front of the hood to the right, above the range.**
4. You are responsible for cleaning the kitchen after use. This includes washing, drying, and putting away all dishes and utensils you have used.
5. Please return dishes, silverware, pots, pans, etc. to their proper place when done.
6. Please report any breakage to the church office (office@tuckahoepres.org).
7. Instructions on how to use the dishwasher are posted in the area.
8. Trash and recycling containers are located in the kitchen. The containers should be empty and have liners in them. **Please empty the trash by placing the tied trash bags in the dumpster outside.**

In case of an Emergency:

1. Dial 911. The church address is 7000 Park Avenue, Richmond, Virginia.
2. Fire extinguishers are located and labeled throughout the building.
3. **In case of inclement weather or other times when the church is closed, all events are cancelled.**

At the end of your event:

1. Please wipe down all surfaces you have used during your event.
2. Tables and chairs must be returned to the way they were when you arrived.
3. The floor must be swept and the trash emptied.
4. If using the kitchen, make sure the stoves, vent, and dishwasher are off.
5. Please turn off the lights and make sure doors are locked on the way out.

FEE SCHEDULE for Non-Members and other Organizations

Please use this to determine how much is owed upon applying for use of the building.

Available Spaces:	Per Hour	Day	Week
Duntreath Hall	\$40	\$100	\$300
Kitchen	\$40	\$100	\$300
Room 106	\$20	\$50	\$150
Room 108	\$20	\$50	\$150
Wilson Hall	\$30	\$100	\$300
Other	TBD	TBD	TBD
Sanctuary <i>(See separate policies for weddings & funerals)</i>	\$70	\$200	\$600
Damage deposit (for paid or free use) <i>Refundable if left in good condition.</i>	\$100	\$100	\$100
TOTALS:			

Members:

- A member is defined as a person who is on the church rolls, either active or inactive. In the case of a member who is a minor, a responsible adult member may reserve on his/her behalf and be present at the event.
- Members have free use of our space. A donation is encouraged and appreciated.

Additional Fees & Information:

- Rental payment is due in full at the time the *Tuckahoe Presbyterian Church Facility Usage Agreement* is signed. Please note that space is leased on a first-come first-served basis, and that a signed agreement and payment are needed to secure the space.
- If the space is not left clean, cleaning fees will be taken out of the damage deposit at a rate of \$50/hour.
- **Important note regarding funerals and memorial services:** Funerals and Memorial Services have precedence over other uses. Should a funeral or memorial service occur during the lease period, it is understood that the Lessee may need to relinquish use of the leased space or move to a different space within the church. The Church will work with the Lessee to find an alternative space and, if appropriate, refund the rental fee on a prorated basis.

TUCKAHOE PRESBYTERIAN CHURCH FACILITIES USAGE AGREEMENT

THIS CHURCH FACILITIES USAGE AGREEMENT (the "Agreement") is made and entered into as of _____, 20__ by and between **TUCKAHOE PRESBYTERIAN CHURCH**, a Virginia corporation (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 the Church’s notifying the User of the Church’s approval of the *Building Use Application*, 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.

To be completed after the USER has received notification and approval of the *Tuckahoe Presbyterian Church Building Use Application*.

USER: Name Printed: _____

 Signature: _____

 Date: _____

CHURCH: TUCKAHOE PRESBYTERIAN CHURCH

 By (Signature): _____

 Name Printed: _____

 Title: _____

 Date: _____

 Facility Fee Amount Received (if applicable): _____

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 using and will pay for repairs as arranged by the Church. The applicant will leave the church **in the same condition as 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 Tuesdays and on Friday mornings. The applicant and its respective attendees shall clean up after themselves, 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. The 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.
11. Room SET-UPS: (i. e. chairs, tables, lectern, etc.) Groups or individuals using the church are responsible for their own setup. If a particular room is set up 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 assigned a door entry code, the code is not to be shared and is only to be used for the purpose of the approved meeting time and day, unless communicated to the Church Administrator.
13. The group agrees to read these conditions of use to their respective members yearly.

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. If the church's A/V equipment is used, applicants must schedule a time one to two weeks prior to the event to meet with the Church Administrator for training during church office hours.
18. Groups will not be permitted to leave/store items at Tuckahoe unless there is a separate storage agreement.
19. If it is determined that Tuckahoe Presbyterian Church is to be closed (i.e. for inclement weather, building issues, etc.) any scheduled group meetings for that day must be cancelled. Groups will be informed by the Church Administrator or another church staff member.