

Terms of Facilities Use

General

Catonsville Presbyterian Church reserves the right to deny or cancel any Application or Facility Use Agreement (“Agreement”) for any reasonable cause or violation of this Policy. Every attempt will be made to give the applicant adequate notice of Application denial or Agreement cancellation.

If a schedule conflict occurs, priority is given to committees and programs of the church, including the CPC Family Child Care Center. On such occasion, the User Group will be assigned to another space/room(s) or will need to cancel/postpone the function if a suitable space/room is not available. CPC will refund any rental fees paid by the User Group if the function must be cancelled.

Approval of the use of the CPC grounds and facilities does not constitute or imply endorsement of a User Group, their mission, or their positions. User Groups approved to use the facilities must not advertise the event in such a way as to imply endorsement by the congregation. No activity or advocacy may take place within our buildings or grounds that conflict with the bylaws and the practices of this congregation and the denomination.

User Group may rearrange tables and/or chairs within a space/room(s). Prior approval from the Session is required to move property in the sanctuary.

All User Groups using the CPC facilities are expected to leave the space/room(s) or pavilion reasonably clean and restored to its original condition upon leaving. This includes returning furniture to its original placement. Users must remove all items associated with their program immediately following the event. Extraordinary cleaning expenses and any cost of repairs for damage incurred shall be the responsibility of the User Group.

The User Group must use the space/room(s) or pavilion assigned to it at the appointed time. Do not switch rooms or transfer furniture among rooms. The facilities may only be used for the purposes stated on the Application and for the dates and times stated on the Application. Any changes must be approved by Session at least (2) weeks in advance of the facility use date.

The noise level of the User Group must be considerate of all other groups in the church and on all church property. Disruptive behavior will not be tolerated and could result in the revocation of the User Group’s Agreement to use the facilities.

Thermostat temperature settings are to be untouched. If the AC or the heat is on, windows are to be closed. If there are problems, the Sexton should be informed. All mechanical or electrical problems, regardless of type, are to be reported immediately to the church office or to the Sexton.

The applicant must be present at all times during facility use. That individual is responsible for the supervision and control of the User Group while using the facility.

The maximum length that may be granted for space/room(s) use is one year. The User Group must submit a new application annually to request approval for the continued use of space/room(s).

Rules of Conduct

The following rules must be observed. Specific rules may be added.

- Tobacco products are prohibited on church property.
- Alcohol, drugs, and weapons are prohibited on church property.
- All trash must be disposed in the garbage receptacles provided.
- No harassment or bullying
- No inappropriate or indecent conduct, language, or clothing
- No parking in unauthorized areas
- No defacing of church property (indoors or outdoors)

- No conduct that may jeopardize the safety of others
- No use of charcoal or gas grills in the pavilion. Grills may be used in the parking lot next to the church garage.
- Apart from service animals, pets are not permitted in the church building or in the playground. Pets in outdoor areas must be on a leash. Owner is responsible for cleaning up after their pet(s).

Food and Drink

User Group acknowledges that food and drink are not permitted in the sanctuary and France Room. Use of the kitchen requires the presence of a Certified Kitchen Manager licensed by Baltimore County. If food and drink are offered in other parts of the rented space/ room(s), the User Group is responsible for bringing all utensils, pots, coffee makers, foods, ingredients, table coverings, cups, dishes, towels, etc. that are used.

User Group may employ a caterer to provide food and drink services with the use of the kitchen, on the condition that a Certified Kitchen Manager is present.

When serving is completed, the User Group or caterer is responsible for the total cleanup of the kitchen and/or space/ room(s), removing all leftovers and leaving the tables, chairs, and floor clean. Recyclable items may be placed in the special containers in the kitchen that are appropriately labeled as recyclable collection. Leftover liquids of all kinds (lemonade, coffee, etc.) are to be dumped in the sink in the kitchen.

Decorations

No decorating is permitted in the hallways. Any kind of tape used on walls or woodwork within a room must have prior approval. All such decorations must be removed immediately and completely following the event. Any outdoor signs must be approved by the Session. Other means of advertising in the church (bulletin inserts, announcements, posters, etc.) must be approved by an appropriate church committee.

Use of Sanctuary

Church property shall not be moved without prior permission by the Session of CPC. This includes the communion table or the baptismal font. Any property moved will be returned to its original position at the conclusion of the activity.

The balcony is not open or available to User Groups.

Group-provided sound, recording, or video equipment may not be attached to the sanctuary's sound system through cables or connectors without prior approval of the Session.

The sanctuary is equipped with 12 theatrical lights that are controlled by a console located in the balcony. If User Group wishes to use the enhanced lighting, approval must be granted by the Session. Only a trained technician from CPC may operate the light system. Additional fees will apply.

Weddings

Arrangements for floral decorations are to be made with the florist of choice. Simplicity is suggested, with a minimum of decorations. No more than two floral arrangements shall be in the chancel. A single floral display may be used. Ribbon or simple floral arrangements may be used to mark pews. Sprays may be put on candelabras.

Masking tape may be used if needed, but no nails, thumbtacks, wire, or cellophane tape are to be placed on the furnishings.

Start and End Times

Church Building

The church building is available for meetings, events, and rentals, Monday – Friday, after the CPC Family Child Care Center has closed at 6:00 PM. The building must be vacated by 10:00 PM. On Saturdays, the building is available 8:00 AM – 4:00 PM.

Pavilion

The pavilion is available, Monday – Friday, from 6:00 PM – 9:00 PM. On Saturdays, the building is available 8:00 AM – 9:00 PM.

Political Activities

No property, facilities, or equipment belonging to the church shall be used by any person or organization for partisan political activities. Solicitation for distribution of politically related handbills or advertisements on church grounds is not permitted.

Supervision of Children and Youth

Youth under the age of 18 must be accompanied by adult supervisors at all times. The use of skateboards, rollerblades, skates, scooters, and bicycles in the church building and on church grounds is prohibited.

Parking

CPC offers two parking lots for members and guests to use. The large parking lot is located on the south side of the church adjacent to the playground and can be accessed by Frederick Road. The small parking lot is located to the east of the church and can also be accessed by Frederick Road.

Security & Safety

CPC works to maintain a safe and secure environment of the facility; however, it is the responsibility of the User Group to safeguard their personal property and valuables. The church is not responsible for theft or damage to personal property.

Key Fob Admittance

The church building and office are secured by a key fob access control system. User Groups that are approved for facility use or rental requests will be issued a key fob to access the church building, and in the case of the pavilion, access to the church office for bathroom use. All User Groups are responsible for safeguarding the key fob and returning it to the church office. Additional fees will apply if a key fob is lost or unreturned.

Facility Use Agreement

THIS AGREEMENT, made this _____ of _____ by and
Day Month Year

between CATONSVILLE PRESBYTERIAN CHURCH (hereafter referred to as "Church" and

_____ (hereinafter referred to as
Name of organization or individual

"User Group") agree that User Group may use the assigned space and facilities as documented and approved on the applicant's Room Request form on file with the Church, upon the following terms and conditions:

1. Assigned Space

User Group is not authorized or permitted to use any of the Church facilities or equipment outside the assigned space, with the exception of the following: the closest restrooms, hallways required for direct access to the assigned space, parking areas (during hours of permitted use), strictly observing the handicapped signs and the prohibition of parking anywhere other than the lot itself.

2. Housekeeping

User Group shall endeavor to keep the assigned space neat, clean, and in good repair. Furniture within the assigned space shall be returned to the original set up configuration. NOTE: See Use of Sanctuary under the Terms of Facility Use. User Group shall always leave the assigned space in at least as good condition as existed prior to User Group's use. Any damage should be promptly reported to the Sexton. The full cost of any repairs required because of damage by User Group shall be deducted from the Security Deposit (if applicable) or be fully reimbursed to Church by User Group in addition to ordinary reimbursement for use. Extraordinary cleaning expenses shall be the responsibility of User Group.

3. Fees

For support of Church maintenance, User Group shall reimburse the Church according to its then in effect fee schedule (refundable security deposit required in some cases), or an amount (if any) designated by the Sexton in those cases not covered by said fee schedule. All such fees are due and payable in advance of User Group's use of the Church property. In cases of multiple uses, each installment of fees is payable prior to each respective use by User Group. User Group agrees to pay Church:

\$ _____ Per use Weekly Monthly Quarterly Annually
Dollar amount

for use of _____
Space

4. Terms of Facility Use and Church Policies

User Group has received copies of and agrees to abide by the Terms of Facility Use and comply with all church policies as now in force, as well as any policies that may be adopted by Church during the term of the agreement.

6. Terms of Agreement

User Group is granted use of above-named space on ____ / ____ / ____ or from:
____ / ____ / ____ to ____ / ____ / ____ . Unless previously revoked or
MM DD YYYY MM DD YYYY .
terminated, the permission for use extended to user Group by this Agreement shall expire
_____. Subsequent use is not guaranteed.
Date

6. Terminable at Will

This Agreement may be unilaterally revoked by Church, and the permission for use may be terminated by Church at any time, at will, and without cause. Nothing contained in this Agreement shall be construed to prohibit Church from terminating User Group’s permission to use the church property and facilities at any time. The Church requires that each outside user group sign a new Building Use Agreement each year.

7. Indemnification

The User Group hereby agrees to indemnify and hold harmless the Church against any and all claims against Church arising out of User Group’s use of the church property and its activities.

8. Compliance

Failure of User Group to comply with the terms of this Agreement, the Terms of Facility Use and/or Church policies shall result in immediate termination of User Group’s permission to use the Church property.

9. Liability Insurance

User Group accepts full responsibility for securing and maintaining its own liability insurance. Catonsville Presbyterian Church requires that it be designated as an additional insured. (See Provision 3 of the Indemnity Agreement.) This information has been provided to the Clerk of the Session.

10. Cancellation

14-day notice of cancellation is required to receive a full refund.
SPONSORSHIP OF USER GROUP: The User Group accepts responsibility for ensuring that every individual associated with the User Group complies with the terms and conditions of this agreement and agrees to accept responsibility for any damage caused to church property by User Group. The User Group designates the undersigned representatives of User Group to act as sponsor and principal spokespersons for User Group.

For the Church:

For the User Group:

CATONSVILLE PRESBYTERIAN CHURCH

User Group Name (if applicable)

Signature

Representative Signature

Printed Name

Representative Name

Date

Date Telephone

Indemnity, Hold Harmless, and Insurance Agreement

Indemnity, Hold Harmless, and Insurance Agreement dated ____ / ____ / ____
MM DD YYYY

by (“User” or “User Group”) in favor of CATONSVILLE PRESBYTERIAN CHURCH OF
CATONSVILLE, MARYLAND (“Church”).

WHEREAS:

User Group has requested that it be allowed to use a portion of the property located at 1400 Frederick Road, Catonsville, MD 21228 (“Property”) as more fully set forth in the Facility Use Request Form (“Application”) submitted by User Group to the Church (“Proposed Use”); and

Church, reserving the right to condition use in any way it sees fit and to cancel use at any time, has agreed to said request on the condition that User Group agree to the terms and conditions set forth below.

NOW THEREFORE, in consideration of these premises and for other good and valid consideration, the receipt of which is hereby acknowledged, the User Group agrees as follows:

1. Use of Property. User Group has inspected the Property and has determined that it is suitable for the Proposed Use. In making that determination, User Group has not relied on any representations or warranties of Church or its members, employees, tenants, or any persons having an ownership or other interest in the Property. User Group accepts the Property “AS IS WHERE IS.”
2. User Group’s Indemnity, Defense and Hold Harmless Obligations. **User Group assumes full liability and releases Church from any and all claims and damages arising out of or in connection with the use of the Property or the use of the Property by any persons allowed (invited or not) on the Property by User Group. User Group shall to the fullest extent permitted by law defend, indemnify, and hold harmless the Church and its members, guests, employees, tenants, and any persons having an ownership or other interest in the Property from and against any and all alleged or actual claims, losses, suits and damages (including attorney’s fees and legal expenses) arising out of:**
 - a. any failure by User Group or the Church and any of its trustees, officers, directors, employees, invitees, licensees, representatives, volunteers, and agents, as well as its successors and assigns, to perform any of the agreements, terms, covenants, or conditions of the Facility Use Agreement,
 - b. any accident, injury, loss or damage, including, but not limited to, bodily injury, personal injury, emotional injury, to persons and/or damage to property, which shall happen in or about the Church facilities or appurtenances, however occurring, that may result from any person, including User Group’s members, using the above described facilities, its entrances and exits, and surrounding areas for User Group’s purposes, regardless of negligence of Church (including Church’s agents, employees and representatives) or otherwise,
 - c. any failure to comply with any laws, ordinances, requirements, orders, directions, rules or regulations of any federal, state, county or city governmental authority,
 - d. any materials used in the construction or alteration of any building(s), fixtures or improvements thereon on behalf of User Group, or

- e. **User Group’s possession and use of the Church facilities and/or the operation of its business on the Church facilities whether or not such use is an Authorized Use. User Group, and on behalf of User Group’s heirs, estate, executor, administrator, and assignees, agrees to waive all rights against, and release and discharge, the Church, its trustees, officers, directors, employees, representatives, volunteers and agents, as well as its successors and assigns, from and against any and all liability, responsibility, causes of action, claims, demands, damages, costs, debts, expenses, compensation, and/or suits at law or in equity, of any kind and nature whatsoever, for injuries or damages suffered by User Group and User Group’s guests that arise, directly or indirectly, by or in connection with User Group’s use of the Church premises on account of or relating to any act or omission by the Church, its trustees, officers, directors, employees, representatives, volunteers and agents, as well as its successors and assigns, without limitation.**

This provision shall survive the Church’s withdrawal of permission to use the Property and User Group’s discontinuance of use of the Property.

- 3. **User Group’s Insurance Obligations.** As a condition of its use of the Property, User Group shall name Church and its members, employees, tenants, and any persons having an ownership or other interest in the Property as additional insureds under a liability insurance policy valued at \$1,000,000 per occurrence, providing coverage for bodily injury and property damage and containing other terms and conditions acceptable to Church in its sole discretion. Policies required hereunder shall contain a provision that the insurance will not be canceled, materially changed, or not renewed without at least thirty (30) days’ advance written notice to Catonsville Presbyterian Church, c/o Clerk of Session, 1400 Frederick Road, Catonsville, MD 21228. As an additional condition, User Group shall furnish the Church with proof of a valid insurance policy simultaneous with the signing of this document. **If User Group does not carry insurance, provision 1 and 2 above still apply, and User Group agrees that they alone shall be responsible for any property damage, personal injury or death that may occur during the use of the premises.**

User Group further states that the individual(s) doing so are authorized to sign this agreement; that I/we understand the terms herein are contractual and not mere recital; and that I/we have signed this document of my/our own free act and volition. I/We further state and acknowledge that I/we have fully informed ourselves of the content of this affirmation, the Facility Use Policy, Facility Use Agreement, and the Indemnity, Hold Harmless, and Insurance agreement by reading these documents before signing below.

Representative Signature	User Group Name (if applicable)
Representative Name	Date