Statesvillle Upper Room Ministries Facility Use Agreement and Contract

| Event Date/s: | Set-Up Time: | Event Start Time: | Event End Time: | End Time: | | | |
|--------------------|-------------------|-----------------------|----------------------|-----------|--|--|--|
| Event Name: | | | Number of Attendees: | | | | |
| Individual/Organiz | ation: | | | | | | |
| Address: | | City: | State: | Zip | | | |
| Contact: | | | | | | | |
| Primary Phone: | | Seconda | ary Phone: | | | | |
| Email address: | | | | | | | |
| | _Corporation Priv | vate Charitable Other | r: | | | | |

- "End time" refers to the agreed upon time the booking party must have the event space returned to its original condition and ready to leave the space.
- Rental rates will be highlighted and acknowledged in separate documents (invoices) and may be calculated hourly, by half days, by whole days and/or a combination of the above.
- A signed contract and deposit in the amount of 50% of the costs associated with the event space rental must be received to reserve your date(s) and time(s).
- Deposit is NON-Refundable
- The balance of your space rental fee is due before access to the building
- Miscellaneous costs, such as concessions, technical equipment, streaming are due before the start time of your event
- A copy of your Special Event Liability insurance (see INSURANCE section on page 2) is due no later than five (5) days prior to your event.
- Any additional costs that arise will be due within two (2) days of your event

Payments will be made to The Upper Room Ministries by cash, credit card, checks.

By signing this form, I agree to abide by the rules and regulations of the Statesville Upper Room Ministries and understand that my group is responsible for all damages to the facilities, property and equipment which occur during the time we are using the facility. All minor children must be under adult supervision at all times. Children are prohibited from stage & sound area. At no time, shall the number of participants exceed the local fire code. I/We will not use the premises for any purpose that is contrary to the mission, purpose or belief of the Upper Room, which is a biblically based non-profit organization

I acknowledge that my organization assumes full and complete responsibility for any and all injuries or accidents to persons or property which may occur during the use of the facility and that the Statesville Upper Room Ministries insurance does not apply.

I agree that my organization is responsible for the safe and orderly conduct of all persons on the Statesville Upper Room Ministries and may lose the privilege of using the facilities if any of these rules or agreements are broken without refund of any fees.

| Applicant/Authorized Representative | |
|-------------------------------------|--|
| | |

| (Please Initial) I understand that a special request may require additional fees and coordination on my part. |
|--|
| (Please Initial) I understand it is my responsibility to discuss sound system or any other technology needs with the Director and that additional fees may apply. |
| (Please Initial) I understand that the unauthorized possession of concealed weapons (registered or otherwise) is prohibited on the property of the Upper Room. |
| (please Initial) I/We agree to clean up the areas used by the event. I/We understand that there will be an addition fee charged if our event cause damage, we fail to clean and/or fail to dispose of trash. |
| (please Initial) I/We will not use the premises for any unlawful purposes, and we will obey all laws, rules, and regulation of all governmental authorities while using the above facilities. |
| (please Initial) I/We will not use the premises for any purpose that is contrary to the mission, purpose or belief of the Upper Room, which is a biblically based non-profit organization. |
| (please Initial) I/We agree to abide by any rules and/or regulations for the use of the premises that are attached to our contract provided with this agreement. |

ASSIGNMENT

This agreement exists between Statesville Upper Room Ministries, Inc. and the group/organization/individual(s) identified above as Participants. There shall be no assignment of this agreement to any other group/organization/individual(s).

INDEMNITY

The undersigned Participant(s) agrees to indemnify and hold harmless the Upper Room, its officers, agents, employees and volunteers for any cause of action brought against the Upper Room resulting or arising from the usage of the property or presence on the property (building and grounds) of the Upper Room including the amount of reasonable attorney fees incurred in the defense of the Upper Room, its officers, agents, employees and volunteers of any action brought against them.

The facilities of the Statesville Upper Room Ministries, Inc. are intended for worship, Christian education, fellowship, ministry, evangelism and service. This facility has been provided through the stewardship of the Board of Directors and the church sponsors and member contributors who are encouraged to make full use of the property in related pursuits. Because the Upper Room is called to be "light and salt" to the community, these facilities should be made available to appropriate individuals and organizations of the community under the guidelines established by the Board of Directors. The maintenance, upkeep, and use of these facilities are also the responsibility of the Board of Directors, Director and volunteers.

LIMITATION OF PERSONS: The undersigned agrees and acknowledges the only individuals authorized to participate in the event listed above, on the property of the Upper Room are those listed on the attached Exhibit A: List of Participants. Spectators are permitted.

All minor children must be under adult supervision at all times. Children are prohibited from stage & sound area. At no time, shall the number of participants exceed the local fire code.

REGULATIONS AND FACILITES USE AGREEMENT

All Participant(s) (organizations and/or individuals) using the Upper Room facilities will observe the following regulations:

- 1. No extra work will be left for the Upper Room staff or housekeepers.
- 2. Participant(s) and/or spectators/guests, etc. shall arrive and leave the facilities at the contracted times.
- 3. The facilities used are to be left in the SAME condition in which the Participant(s) found them, subject to fees in attached schedule.
- 4. Participant(s) are required to provide their own equipment unless previously agreed upon with the Upper Room to make use of the Upper Room equipment. Any such agreement for use of the Upper Room equipment must be in written form.
- 5. Participant(s) and any spectators/guests, etc. are to remain only in their contracted area of the building.
- 6. Minor age children must have adult supervision at all times. Children are prohibited from stage and sound area.
- 7. Any damage to the property is to be reported immediately to Upper Room staff. Any and all damage to the property and equipment incurred during the time the facility was in use shall be paid for by the Participant(s) who contracted for the use of the facility.
- 8. All Upper Room property inside and outside shall be off limits to tobacco products, alcohol, and/or controlled substances of any kind. Person failing to abide by this expectation shall be required to leave the building immediately. Refusal to do so upon request will result in the calling of local law enforcement.
- 9. Rowdy, belligerent, combative, and/or any other inappropriate behavior on the part of Participant(s) and/or spectators/guest, etc. will result in the immediate cancellation of this agreement and all Participant(s) and/or spectators/guest, etc. will be required to vacate the building and property immediately. Refusal to do so upon request will result in the calling of local law enforcement.
- 10.No one is permitted to enter the facilities of the Upper Room of Statesville, NC either before or after the Participant(s) specified time of use.
- 11. Violation of any of these policies may result in the loss of privilege of any further use of the facilities of the Upper Room.
- 12. The unauthorized possession of concealed weapons (licensed or otherwise) is prohibited on the property of the Upper Room.
- 13.I/We agree to hold harmless, indemnify and defend the Upper Room of Statesville, NC (including its agents, employees, officers, volunteers and members) as detailed on the contract.

Organizational Users Only – User promises and warrants that it carries liability insurance. A copy of the user's current Certificate of Insurance will be provided at least seven (7) days prior to the event. Failure to provide the appropriate Certificate of Insurance will result in the withdrawal of permission to use the facilities of the Statesville Upper Room Ministries.

POLICY MANUAL FOR USE OF THE STATESVILLE UPPER ROOM FACILITIES

The facilities of the Statesville Upper Room Ministries, Inc. are intended for worship, Christian education, fellowship, ministry, evangelism and service. This facility has been provided through the stewardship of the Board of Directors, the church sponsors and member contributors who are encouraged to make full use of the property in related pursuits.

Because the Upper Room is called to be "light and salt" to the community, these facilities should be made available to appropriate individuals and organizations of the community under the guidelines established by the Board of Directors.

The maintenance, upkeep, and use of these facilities are also the responsibility of the Board of Directors, Director and volunteers.

1. Description of the Facilities

The building is located at 129 West Broad Street in downtown Statesville, NC. The building is a two story building. The main floor consists of a coffee bar, stage, sound system, game tables and seating areas for guests. The basement consists of a second music room and sound system, and Educational Room for services and class spaces.

2. Users of the Facilities of the Statesville Upper Room Ministries, Inc.

Those who may use the facilities of the Upper Room are described in this section. Groups or individuals not covered in this section may appeal to the Facilities Use Committee of the Upper Room for a determination as to whether or not they may use the facilities.

A. Churches and Church Groups

Christian Churches and Church Groups are encouraged to use these facilities to accomplish the mission of the church. They are here solely for the purpose of developing all of us into a mature Christian faith.

B. Individuals

Individuals also have the privilege to use these facilities for their personal enjoyment and spiritual growth. These facilities have been provided and are maintained by the Board of Directors, employees, volunteers and other members of the Upper Room, and are available to individuals under established guidelines.

C. Groups that Support the Statesville Upper Room Ministries, Inc.

Organizations that are associated with and support the Upper Room financially may use these Facilities at a discounted rate.

D. Benevolent, Religious, Civic Organizations and Schools

These organizations may use these facilities under guidelines that may be found in Section 3 of this document. These organizations should have established with the Internal Revenue Service that they are non-profit organizations. Any groups wishing to use the facilities must have a Board approved person in attendance during the event.

While the Upper Room is supportive of the commercial structure of our community and nation, our mission statement does not call for the Upper Room to provide for meetings of commercial groups. Each request for use of our facility by a commercial group or concern will be evaluated on an individual basis by our Facility Use Committee.

3. Usage of the Facilities of the Statesville Upper Room Ministries, Inc.

Usage of any of our facilities by any congregation, organization or individual that financially supports the Upper Room takes precedence over usage by any outside group or individual.

All groups, organizations or individuals must share with the Upper Room any needs they have relative to tables, chairs, the stage, sound system or kitchen and coffee bar, etc. at least one week in advance of their event.

The use of decorations must always be in good taste and shall in no way damage the facility.

Attachment to the walls, ceilings, and doors may not be permanent or damaging. The local fire codes must be obeyed at all times.

All events, by reason of extensive use of the building or multiple events taking place in the building, need a staff person to ensure the security and integrity of the building, the group or individual sponsoring the event may be required to pay for the services of extra staff persons. The Upper Room staff will determine when such a person is needed and the fees for this service.

The kitchen or coffee bar is not to be used to prepare food by an individual caterer or an organization outside of the Upper Room. Minimal use may be made of the sink as long as an additional staff person is employed and paid by the outside group or individual as described above. Pre-made food and packed food may be used.

4. Scheduling Use of the Facilities

All requests for use of the facilities of the Upper Room must be made through the Upper Room staff or board. Such requests will then be acted on by the Facilities Use Committee.

Regular functions and activities may be scheduled on a continuing basis. Assignment of the facilities' areas is left to the discretion of the Board of Directors. Organizations and individuals assigned areas and times on a regular basis shall have first priority for the use of the facilities.

After the Upper Room has established a regular use calendar, all other scheduling will be done on a first-come, first served basis.

Requests from churches, organizations and individuals that financially support the Upper Room with take precedence over other groups, outside organizations and individuals.

Questions concerning the scheduling of the facilities of the Upper Room or fees charged for the use of the facilities may be referred to the Board of Directors for final determination

| Printed Name | Date |
|--------------|------|
| | |

Base Fees for Facility Usage

| Minimum 2 hours | | | |
|--|----------|------------|--------------------|
| No sound /video/streaming equ | uipment | | |
| \$75 per hour up to 50 people | # Hours | X \$75 = . | - |
| \$125 per hour 51-150 people | # Hours | X \$125 = | |
| 20% Discount for full day (8+ hours) ren | | | |
| | | | |
| Add Ons | | | |
| SOUND & VIDEO \$25 per hour | # Hours | X \$25 = | (Minimum \$75) |
| Includes up to 10 input channels | | | |
| Additional Input Channels \$10 per hou | r #hours | _x \$10 = | _ |
| STREAMING Production \$25 per hour | # Hours | X \$25 = | |
| + \$150 set up fee Video & Streaming Pr | oduction | | _ |
| | | | |
| TOTAL FEE | | | |
| Deposit Required (50%) | | | |
| Balance due before event | | | |