

# FACILITY USE

This Facility Use Agreement is entered into on \_\_\_\_\_ (“Effective Date”) by and between:

**Cahaba Heights Baptist Church**  
3800 Crosshaven Drive, Vestavia, AL, 35243  
(205) 967-2453

**AND**

**Renter/Organization:** \_\_\_\_\_  
Primary Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone/Email: \_\_\_\_\_

*Collectively referred to as the “Parties.”*

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## **1: FACILITY USE DETAILS**

The Church agrees to permit the Renter to use the following area(s) of the property (Church Official will sign beside each permitted area:

- Sanctuary, main level, foyer, and main level restrooms \_\_\_\_\_
- Fellowship Hall and adjacent restrooms \_\_\_\_\_
- Outdoor Pavilion \_\_\_\_\_
- Parking Lot \_\_\_\_\_

Purpose of Use/Event: \_\_\_\_\_

Date(s) of Use: \_\_\_\_\_

Time of Access: \_\_\_\_\_ to \_\_\_\_\_

Estimated Attendance: \_\_\_\_\_

The Renter shall use only the areas specifically approved under this Agreement.

## **2. FEES AND DEPOSIT**

Facility Use Fee: \$ \_\_\_\_\_

Security/Damage Deposit: \$ \_\_\_\_\_

Payment Due Date: \_\_\_\_\_

The Church may retain all or part of the security deposit for cleaning, repairs, unpaid fees, overtime use, or damages caused during the event.

### **3. CONDITION OF PREMISES**

The Renter accepts the premises "AS IS" and acknowledges that the Church has made no warranties regarding suitability for the intended use.

The Renter agrees to:

- Leave the facility in clean and orderly condition;
- Remove all decorations, food, trash, and personal property;
- Return furniture and equipment to original locations;
- Report any damage immediately;
- Supervise all guests, children, vendors, and invitees.

The Renter shall be financially responsible for any damage to the facility, furnishings, grounds, or equipment occurring during the rental period, excluding ordinary wear and tear.

### **4. ASSUMPTION OF RISK**

The Renter understands and acknowledges that use of the Church property involves certain inherent risks, including but not limited to slips, falls, personal injury, illness, property loss, or other accidents.

The Renter voluntarily assumes full responsibility for all risks associated with use of the premises by the Renter, guests, participants, vendors, contractors, invitees, and attendees.

### **5. RELEASE OF LIABILITY AND INDEMNIFICATION**

To the fullest extent permitted by law, the Renter agrees to release, indemnify, defend, and hold harmless the Church, its pastors, elders, employees, volunteers, agents, and representatives from and against any and all claims, liabilities, damages, losses, demands, lawsuits, judgments, costs, or expenses, including reasonable attorney's fees, arising out of or related to:

- Injury, death, or illness of any person;
- Damage to or loss of property;
- The acts or omissions of the Renter or any attendee, guest, vendor, contractor, or participant;
- Use or occupancy of the Church property;
- Violation of laws, ordinances, or regulations during the event.

This indemnification obligation applies regardless of whether a claim is brought during or after the event.

The Church shall not be liable for any injuries, accidents, theft, or damages occurring during the rental period except to the extent caused by the Church's gross negligence or willful misconduct.

## **6. INSURANCE REQUIREMENTS**

The Church may require the Renter to provide proof of general liability insurance with limits of not less than:

- \$1,000,000 per occurrence
- \$2,000,000 aggregate

The policy shall name the Church as an additional insured for the duration of the event. Proof of insurance must be provided no later than \_\_\_\_\_ days before the event.

## **7. COMPLIANCE WITH LAWS AND CHURCH POLICIES**

The Renter agrees to comply with all applicable federal, state, and local laws and regulations.

The following are prohibited unless expressly approved in writing by the Church:

- Illegal activities;
- Smoking or vaping inside the facility;
- Alcohol or illegal drugs;
- Firearms or weapons, except as permitted by law and Church policy;
- Open flames, candles, fireworks, or hazardous materials;
- Activities inconsistent with the Church's mission, beliefs, or policies.

The Church reserves the right to terminate the event immediately if these provisions are violated.

## **8. CHILD SUPERVISION**

The Renter is solely responsible for the supervision and safety of all minors attending the event.

The Church does not provide childcare, supervision, medical care, or security unless specifically agreed to in writing.

## **9. SECURITY AND EMERGENCIES**

The Church may require security personnel depending on the nature or size of the event.

The Renter agrees to follow all emergency procedures and occupancy limits.

The Church reserves the right to contact law enforcement or emergency services if necessary.

**10. CANCELLATION**

The Church may cancel this Agreement at any time for safety concerns, policy violations, emergencies, or unforeseen circumstances.  
Refunds, if any, shall be determined at the Church's discretion.  
The Renter may cancel by providing written notice at least \_\_\_\_\_ days prior to the event.

**11. NO PARTNERSHIP OR AGENCY**

This Agreement does not create a partnership, joint venture, employment relationship, or agency relationship between the Parties.

**12. GOVERNING LAW**

This Agreement shall be governed by and interpreted in accordance with the laws of the State of \_\_\_\_\_.  
If any provision of this Agreement is found unenforceable, the remaining provisions shall remain in full force and effect.

**13. ENTIRE AGREEMENT**

This Agreement contains the entire understanding between the Parties and supersedes all prior discussions or agreements regarding facility use.  
Any modifications must be in writing and signed by both Parties.

**14. ACKNOWLEDGMENT**

By signing below, the Renter acknowledges that they have read, understood, and agreed to all terms of this Agreement.

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**CHURCH REPRESENTATIVE**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

**RENTER / ORGANIZATION REPRESENTATIVE**

Name: \_\_\_\_\_  
Organization (if applicable): \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

**OPTIONAL ADDENDUM: EVENT RULES**

The Church may attach additional rules regarding:

- Kitchen use
- Audio/visual equipment
- Sanctuary use
- Decorations
- Parking
- Cleanup procedures
- Security requirements
- Restricted areas
- Vendor access
- Setup and teardown times

**Such addenda shall become part of this Agreement when attached and signed.**