

# Contractual Agreement

First Baptist Church Hudson, NC  
Sanctuary/Fellowship Hall/Gymnasium/Dining Hall/Kitchen

Name/Group \_\_\_\_\_ Phone: Day \_\_\_\_\_ Evening \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Responsible Party \_\_\_\_\_ Federal Tax I.D. or NC DL # \_\_\_\_\_

1. On this date \_\_\_\_\_ permission is hereby granted to \_\_\_\_\_  
to use \_\_\_\_\_ for the following event and no other purpose \_\_\_\_\_

Date and time of event \_\_\_\_\_

2. Move-in shall begin at \_\_\_\_\_ on \_\_\_\_\_ Move-out must be completed by  
\_\_\_\_\_ on \_\_\_\_\_. The event shall begin at \_\_\_\_\_ and shall end at  
\_\_\_\_\_ on \_\_\_\_\_.

(Failure to comply with the move-out deadline means the User's effects are abandoned and shall be disposed of by FBCH/TLC management via the best means possible.)

### Facility Fees (Non-Members & Inactive Members)

- |                           |                                    |                          |                                     |             |                          |
|---------------------------|------------------------------------|--------------------------|-------------------------------------|-------------|--------------------------|
| 3. Gymnasium:             | \$300 for 3 hours                  | <input type="checkbox"/> | Dining Area                         | \$ 150      | <input type="checkbox"/> |
|                           | (\$100/hr. after 3 hrs.): \$ _____ |                          | Rental fee (\$50/hr. after 3 hours) | \$ _____    |                          |
| Kitchen Area (if rented): | \$100                              | <input type="checkbox"/> | Security deposit                    | \$ 100      | <input type="checkbox"/> |
| Sanctuary                 | \$ 75                              | <input type="checkbox"/> | Fellowship Hall                     | \$ Donation | <input type="checkbox"/> |
| Program preparation       | \$ 25                              | <input type="checkbox"/> |                                     |             |                          |

### Audio/Visual/Stage fees (Members, Non-Members & Inactive Members)

Contact Paul Renfrow at 828-728-4297 to discuss any Audio/Visual/Stage needs. (Fees dependent on your parties specific needs)

### Custodial fees (Members, Non-Members & Inactive Members) - per area/per cleaning

- |                             |       |                          |                         |       |                          |
|-----------------------------|-------|--------------------------|-------------------------|-------|--------------------------|
| Sanctuary                   | \$ 75 | <input type="checkbox"/> | Life Center Dining Room | \$ 50 | <input type="checkbox"/> |
| Life Center Kitchen         | \$ 50 | <input type="checkbox"/> | Gymnasium               | \$ 50 | <input type="checkbox"/> |
| Kitchen + Dining Room + Gym | \$125 | <input type="checkbox"/> | Fellowship Hall         | \$ 50 | <input type="checkbox"/> |

**TOTAL AMOUNT DUE \$ \_\_\_\_\_**

4. **Deposit/Default:** Full rental payment shall be used as a deposit to hold the facility. The User shall receive: 100% of the deposit if the event is cancelled one hundred twenty (120) days prior to the event; 75% after ninety (90) days but before one hundred twenty days prior to the event; 50% after sixty (60) days but before ninety days prior to the event; 25% after thirty (30) days but before sixty days prior to the event. The full amount will be retained by First Baptist Church Hudson should the event be canceled within thirty (30) days prior to the event. In the event of damages as provided in **Paragraph 8** of the contract below, or payment of security or other staffing or other personnel costs as outlined in **Paragraph 12** of the contract below, any deposit may be retained by First Baptist Church Hudson to be applied toward payment of any such damages.

5. **Security Deposit:** Security deposits will be refunded within 10 business days after determining no damage has been done to the facility.
6. **Return of Contract:** Date(s) requested by the User are not considered firm until First Baptist Church Hudson approves the event(s) and the User returns the signed contract accompanied by the deposit. Contract and deposit must be returned within fourteen (14) days from the date of contract issuance. (see date, paragraph 1) Failure to comply automatically cancels the User's agreements made with First Baptist Church Hudson.
7. **Provided Services:** Heating/cooling and general lighting. Stage lighting and sound (including engineer), and all other expenses incurred by First Baptist Church Hudson will be billed to User. Estimates of probable costs related to this event are detailed in The Life Center Regulations and Guidelines document (available upon request); all rates are subject to change. Prior to incurring any special expense of substantial nature, First Baptist Church Hudson will confer with the User.
8. **Damage to The Life Center:** User shall be responsible for the payment of any and all damages to the building, furnishings, fixtures, equipment, or grounds whether caused by User or his/her patrons; normal wear and tear excluded. **No tape, staples, wire, screws, nails or writing will be placed on any walls, windows, tables or doors.** Talk with designated church staff about ideas and approved materials. Payment for repair of damage to the premises shall be at the expense of the User.
9. **Advertising:** User shall NOT advertise any event to occur at The Life Center prior to the signing and approval of this contract, or until all contracts between all parties have been properly executed and exhibited to TLC management prior to the signing of this contract.
10. **Rehearsal/Set-up:** Access to the facility for purposes of rehearsal/set-up is limited to the block of time for which the facility is being used. Additional time may be contracted no later than 72 hours in advance of the event.
11. **Technical Requirements:** The Life Center Use Contract should include all technical requirements, plans, ideas, and program content pertaining to the event. All equipment brought in by the User will be inspected by TLC management for possible safety violations, and TLC management will have the final approval and authority for the use of such equipment. Technical information from the producer to TLC management shall be firsthand.
12. **Staffing:** TLC management shall secure and the User shall pay at the current hourly rates for all necessary staffing, including security, parking attendants, housekeeping, technical assistance, management, ushers, and box office. Hudson First Baptist/TLC staff retains the right to determine the appropriate number of security and staff personnel necessary to serve and protect the public. These costs shall be considered reimbursable to First Baptist Church Hudson and shall be covered by all such references, including advance payment and ticket receipt lien, included in this contract. **No other personnel shall be used.**
13. **Concession Sales:** It is the policy of First Baptist Church Hudson to permit the sale of souvenir programs, records, CD's, books, apparel, or related merchandise commonly sold or dispensed in auditoriums only from two to three tables provided in designated area(s).
14. **Seating Capacity:** Persons will not be permitted inside the TLC facility in excess of the established seating capacity. TLC management may be present to see that these guidelines and rules are carried out, and the Facility Director has the undisputed authority to delay the start of any performance/event, or if need be, stop it at any time if any infraction of these rules are apparent.
15. **Control of Building:** The Life Center shall at all times be under the control of TLC management. The right is reserved at all times for any and all employees of First Baptist Church Hudson to enter the premises. The building is not opened, nor does an event begin, without the express permission of TLC management. Unless

specific written permission is obtained from TLC management, all events shall end by midnight. All persons shall leave the premises by midnight or be subject to arrest. If First Baptist Church Hudson shall determine that unlawful or destructive conduct or behavior is occurring during an event, First Baptist Church Hudson may immediately terminate the use and occupancy of the premises by the Users. In such event, all persons shall be required to leave the premises without reimbursement of fees.

16. **Opening Hours:** It is the policy of First Baptist Church Hudson to open the facility no less than thirty (30) minutes prior to the start of any event.
17. **Copyright License:** The securing and payment of the copyright license fee(s) are the responsibility of the User. User will deliver to First Baptist Church Hudson a copy of the documentation and check required to secure and pay said fees. Failure to provide such proof may result in cancelation of this contract with no penalty to First Baptist Church Hudson. User will hold First Baptist Church Hudson harmless against all claims, demands, costs, and expenses that First Baptist Church Hudson may sustain or incur by reason of infringement or violation of any copyright or proprietary right, including attorney's fees reasonably incurred in the defense of any such claims or demands related to the event described in paragraph one (1).
18. **Additional Regulations:** First Baptist Church Hudson reserves the right to impose any additional rules or regulations, or to set special use arrangements, whether or not expressly provided herein, which may be necessary for the best interest of First Baptist Church Hudson; and such regulations shall be binding upon the User. All Users shall comply with the laws of the United States of America and the State of North Carolina and with all ordinances, rules and regulations of the County of Caldwell and the Town of Hudson, N.C., and any regulations imposed by the Life Center Operations Committee of First Baptist Church Hudson. Violation by the User will result in the cancelation of this contract.
19. **Indemnification and Hold Harmless:** User agrees to indemnify and hold First Baptist Church Hudson/The Life Center harmless from any and all liability, including attorney's fees arising from any claim or demand resulting from the use of TLC property in connection with the use of the same by the User or its agents.
20. **Operating Policies and Procedures and Fee Schedules:** First Baptist Church Hudson has adopted operating policies, procedures, and fee schedules, which are set forth in the Facility Use Contract, and related documents. First Baptist Church Hudson reserves the right to amend the operating policies, procedures and fee schedules. All such amended policies, procedures, and fee schedules shall become effective and binding upon the User following thirty (30) days prior written notice of said amended policies, procedures, and fee schedules.
21. **Catering Policy:** Catering service for events at FBCH/TLC will be provided by an approved caterer, who has agreed to follow guidelines set up by First Baptist Church Hudson unless otherwise waived by FBCH/TLC management.
22. **Miscellaneous:** Animals will not be permitted in the building, except lead dogs or service animals. **Rice and/or birdseed shall not be thrown in the building. The use of straw, hay, or Mylar helium balloons for decoration purposes is strictly prohibited in the gymnasium. Helium balloons are permitted in dining area of the TLC.** Any violation of these rules will result in a fee assessment.

\_\_\_\_\_  
User Signature

\_\_\_\_\_  
Designated Staff, First Baptist Church Hudson

\_\_\_\_\_  
Type or Print Name and Title

Date: \_\_\_\_\_

\_\_\_\_\_  
Organization

Date: \_\_\_\_\_

## The Life Center Building Damage Policy

We are pleased you have chosen The Life Center (TLC) as the location for your event. Please keep in mind that TLC is a part of our church campus and all activities and behaviors should be a positive representation of Christ's kingdom. We certainly hope that your experience here is an enjoyable one and we invite you to worship with us in the future.

TLC was designed and built with all users in mind and great pains have been taken at considerable expense to make this facility what you enjoy today. To protect TLC and you, the User, the following damage policy has been adopted to address any damage beyond normal wear and tear to the building.

### Damage Policy

**Individuals renting the building are responsible for making sure their guests obey all TLC rules and may be held liable for any damage inflicted by their guests.** Any renter of TLC that damages the facility or allows their guests to damage TLC **may be asked to vacate the facility immediately.**

No tape, staples, wire, screws, nails or writing shall be placed on any walls, windows, tables or doors inside or outside TLC without the approval of TLC management.

In addition to the building itself, no persons shall at any time, cause damage to the surrounding grounds. This includes all surrounding landscaping and adjoining campus.

In the event of any unreported damage to the facility, to include all referenced activities above, TLC management will contact law enforcement to report the damage. Law enforcement will then take appropriate action that may result in bringing criminal charges against those responsible for the damage.

By signing this document, I acknowledge that I have read this document and understand the contents therein, and agree to abide by TLC policies and guidelines.

Name \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Witness \_\_\_\_\_

**First Baptist Church of Hudson  
Life Center Checklist  
For Use of the Gym**

**Upon Arrival:**

1. Your key only fits the area you have requested to use. Your key does not fit the kitchen or dining room unless you requested use of them.
2. Unless you have requested and received prior approval, no one in your party is allowed on the stage or to use or move any of the stage equipment; please make all in your party aware.
3. Unless you have requested and received prior approval and have one of our audio/visual technicians present, no sound or video equipment, stage lighting, scoreboards, or computers may be used; please make all in your party aware.
4. If you set up chairs and/or tables, please follow the instructions you were given about set-up and tear-down.
  - a. **It is very important that all chairs used have four gliders with the felt sides turned down to rest on the floor.**
  - b. **Do not drag or slide tables or chairs across the floor, otherwise the gym floor may be damaged.**

**Close-Out Checklist:**

1. Return all chairs and tables to dollies and store in equipment storage room.
2. Clean any beverage spills from gym floor with water and paper towel (do not use other chemicals).
3. Spot-sweep any food or paper particles from gym floor.
4. Dust mop gym floors completely (dust mops and broom are located in storage room).
5. Remove all trash from containers and carry to dumpster located behind the Life Center.
6. Make sure all toilets are flushed (you do not have to remove trash from the restroom trash cans unless the cans are full).
7. Leave light switches in the "up" position in restroom (they are automatic).
8. Turn off the light outside the restrooms.
9. Check ALL doors leading outside to make sure they are securely closed and locked.
10. Turn off Storage Area lights and lock the door.
11. Turn off gym lights.
12. Lock interior doors leading into gym.
13. Set alarm.
14. Lock Lobby doors as you leave.
15. Return key to drop box.

**First Baptist Church of Hudson  
Life Center Checklist  
For use of Kitchen/Dining Room**

**Upon Arrival:**

1. Your key only fits the area you have requested to use. Your key does not fit the gym unless you requested use of it.
2. Unless you have requested and received prior approval and have one of our Audio/Visual Technicians present, no sound or video equipment or computers may be used; please make all in your party aware.
3. If you set up chairs and/or tables, please follow the instructions you were given about set-up and tear-down.
  - a. **It is very important that all chairs used have four gliders with the felt sides turned down to rest on the floor.**
  - b. **Do not drag or slide tables or chairs across the floor, otherwise the wood floor may be damaged.**

**Close-Out Checklist:****Dining Area**

1. Return all chairs and tables to dollies and store in equipment storage room.
2. Clean any beverage spills from floor with water and paper towel (do not use other chemicals).
3. Spot-sweep any food or paper particles from floor.
4. Remove all trash from containers and carry to dumpster located behind the Life Center.
5. Turn off all lights in the dining room.
6. Check ALL doors leading outside to ensure they are securely closed and locked.

**Kitchen Area**

1. All appliances are clean and OFF.
2. Freezer/refrigerator doors are closed.
3. All utensils, plates, pots, pans, etc. are clean and returned to their destination.
4. Sweep floors of any food or debris.
5. Countertops are clean.
6. Check door to outside south entry to ensure it is securely closed and locked.
7. Pantry light in "up" position (automatic).
8. Pantry door is locked.
9. Door to gym is locked.
10. Serving windows are closed and locked.
11. Lights to room are turned off.
12. Door to lobby is locked.

**Lobby Area:**

1. Make sure all toilets are flushed (you do not have to remove trash from the restroom trash cans unless the cans are full).
2. Leave light switches in the "up" position in restroom (they are automatic).
3. Sweep floor of any food or debris.
4. Turn off lights in foyer.
5. Set alarm.
6. Lock lobby doors on way out.
7. Return key to drop box.

# Report of Accident/Injury

All illnesses or injuries must be reported to the Life Center facility director or church pastoral staff immediately. Injured individuals should complete Parts 1 and 2 of this form and submit to the director or pastor as soon as possible.

## Part 1 Injured Party's Personal Information

Name \_\_\_\_\_ Date of Birth \_\_\_\_\_  
 (First, MI, Last)

Address \_\_\_\_\_ Phone ( ) \_\_\_\_\_ - \_\_\_\_\_  
 \_\_\_\_\_ Cell ( ) \_\_\_\_\_ - \_\_\_\_\_  
 (Street, City, Zip)

Date of accident \_\_\_\_\_ Time of accident \_\_\_\_\_ Gender: Male Female  
 a.m. / p.m.

Date and time Life Center representative was notified of accident \_\_\_\_\_ a.m. / p.m.

## Part 2 Report of Accident

A. Nature of injury (Bruise, sprain, etc.):

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B. Part(s) of body affected (be specific: right wrist, left knee, etc.)

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C. What were you doing immediately prior to the incident?

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D. Describe the incident step-by-step (be specific):

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E. What could have been done to avoid the incident?

\_\_\_\_\_  
\_\_\_\_\_

Please list any witnesses (witness reports attached):

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Injured Party's Signature

\_\_\_\_\_  
Date

**Part 3 \*\*Church Use Only\*\***

Time and date report received \_\_\_\_\_

Was injured party sent for medical treatment? Yes \_\_\_\_\_ No \_\_\_\_\_

Type of medical care

\_\_\_ No treatment                      \_\_\_ Emergency room \_\_\_\_\_ (where)

\_\_\_ On-site first aid                      \_\_\_ Urgent Care \_\_\_\_\_ (where)

\_\_\_ Ambulance required                      \_\_\_ Other: \_\_\_\_\_

\_\_\_ Hospital (list name) \_\_\_\_\_

Additional comments: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Director / Pastor Signature

\_\_\_\_\_  
Date