

Contractual Agreement

First Baptist Church Hudson, NC

The following terms, conditions, and regulations must be read and signed before the booking and payment of any facility use. The responsible party will be held responsible if any of the following regulations, terms, and conditions are not met. No persons other than the responsible party may sign this document. Please read carefully.

1. **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 30 days (or more) prior to the event. The User shall receive 75% of the deposit back if the event is canceled less than 30 days prior to the event. In the event of damages as provided on page 7 of the contract below, the security deposit may be retained by First Baptist Church Hudson to be applied toward payment of any such damages.
2. **Security Deposit:** Security deposits will be refunded within 10 business days after determining no damage has been done to the facility. The security deposit is due at the time of signing this contractual agreement.
3. **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 rental fee, cleaning fee, and the security deposit. Contract and deposit must be returned within fourteen (14) days from the date of contract issuance. (see date, paragraph 1, page 6) Failure to comply automatically cancels the User's agreements made with First Baptist Church Hudson.
4. **Provided Services:** Heating/cooling and general lighting are provided. 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 Rental Fees section of this document; all rates are subject to change. Prior to incurring any special expense of substantial nature, First Baptist Church Hudson will confer with the User.
5. **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.
6. **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 FBCH Management prior to the signing of this contract.
7. **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 if the facility is available during the requested additional time.
8. **Set Up Precautions:** The User is responsible for setting up and tearing down all tables and chairs. All tables and chairs must be returned to the storage closet and stored in a safe, appropriate manner (i.e. NO placing tables against entrance doors, NO placing furniture on top of other pieces or furniture in a way that causes danger to others). If user must move or relocate church property during event preparation, the user MUST put all church property back as it was found. If church property is found to be damaged, haphazardly placed, or removed from the building, appropriate measures will be taken (i.e. User will no longer be allowed to rent from FBCH, fees will be assessed to cover damages, and the proper authorities will be contacted in the event of stolen property).
9. **Technical Requirements:** This Life Center Use Contract Agreement 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 FBCH Management for possible safety violations, and FBCH Management will have the final approval and authority for the use of such equipment. Technical information from the producer to FBCH Management shall be firsthand.

10. **Event Staffing Requirements:** FBCH Management must approve of all entities hired as staffing for the User's event. These entities must be approved prior to the completion of this contractual agreement.
- 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 Management.
 - Housekeeping Policy: The User is required to pay at the current rates for all housekeeping per facility area rented. Rates are subject to change at any time (See housekeeping rates). **No other personnel shall be used.**
 - Technical Support Policy: Assistance for all audio/visual needs shall be secured by FBCH Management from our list of qualified/trained persons. **No other personnel shall be used. (Fees dependent on your parties' specific needs)**
11. **Kitchen Equipment:** The Life Center Kitchen is a commercial kitchen complete with commercial cooking equipment. If the user desires to use this equipment but does not know how to utilize or operate it, the user must notify FBCH management at the time of reservation so a time may be scheduled to show the user how to properly operate it. The user MUST NOT attempt to use any kitchen equipment if they are unsure of how to operate it. The user is liable for damages due to improper equipment usage.
12. **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).
13. **Seating Capacity:** Persons will not be permitted inside the facility in excess of the established capacity. FBCH 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.
- Max Capacity for Life Center Gymnasium – 800 (With tables and chairs – 400)
 - Max Capacity for Life Center Dining Room - 85
14. **Control of Building:** The Life Center shall at all times be under the control of FBCH 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 FBCH Management. Unless specific written permission is obtained from FBCH Management, all events must end by 11 PM. All persons shall leave the premises by 11 PM 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.**
15. **Opening Hours:** It is the policy of First Baptist Church Hudson that the user may open the facility no earlier than the written and agreed upon time frame detailed in this Contractual Agreement. Additional time may be added to the reservation no less than 75 hours before the scheduled event if the requested facility space is available.
16. **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).
17. **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.

18. **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.
19. **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 Contract Agreement, 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.
20. **Miscellaneous:**
- Our Facilities cannot be used for events that create personal financial gain to the user.
 - Animals will not be permitted in the building, except lead dogs or service animals.
 - No bouncy houses/inflatables are allowed in the buildings.
 - Rice and/or birdseed are not to be thrown in the building.
 - The use of straw, hay, or helium balloons for decoration purposes is strictly prohibited in the TLC.
 - User must REMOVE all personal items brought by the User including their guests, and their hired entities (i.e. Caterer, D.J., band, etc.) These items include ALL personal items brought into the FBCH facility including but not limited to, decorations, food, drink, silverware, tableware, equipment, boxes, bags, clothing, etc.
- Any violation of these rules will result in a fee assessment and/or user will no longer be allowed to use FBCH facilities.

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 (Security Deposit withheld, or further charge assessed). Any renter of TLC that damages the facility or allows their guests to damage TLC **may be asked to vacate the facility immediately and will no longer be allowed to rent FBCH facilities in the future.**

***Please Note: No tape, staples, wire, screws, nails or writing shall be placed on any walls, windows, tables or doors inside or outside TLC. 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, FBCH 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.