

The Francis Asbury Society

PO Box 7 • Wilmore, KY 40390-0007

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Rental/Use Agreement

This Agreement is made on this date _____, by and between _____
("Lessee(s)") and **The Francis Asbury Society** ("Lessor").

1. RENT/USE OF SPACE: In exchange for the express conditions set forth herein, Lessor hereby rents/permits the use of the facilities, equipment, services, and/or furniture indicated on the Facility Use Request Form incorporated herein and attached hereto as **Exhibit A**.

2. PAYMENT CONDITIONS. Per event/day, Lessee shall pay to Lessor a Rental/Use Fee in the amount of \$100.00 per day plus tax, beverage service, if desired, and host fees per the Facility Use Request form.

Facility fee\$100
(for building/furniture wear and tear, utility expenses, admin costs, etc.)

Beverage service (optional)\$1/person/day
(Includes carafes of hot water, decaf coffee, and caffeinated coffee plus ice water from tap)

Custodial fee\$175
(assessed after the event and based on how much clean-up is left for us - per event, not per day)

Hosting fee \$18/hour
(To compensate assigned employee for being present for after-hours events)

Please make checks payable to "The Francis Asbury Society" and submit a \$100 deposit two weeks prior to the event. The balance of fees is due one business day prior to the event date. All fees are subject to a 6% sales tax at time of invoicing. Lessor reserves the right to waive the need for a deposit at its discretion.

3. TERM. The term of this Agreement shall be for the date(s) and time(s) indicated on the Facility Use Request Form.

4. RULES AND REGULATIONS. Lessee agrees to abide by all rules and regulations pertaining to the facilities which are either posted on the premises of the facilities or are otherwise set forth herein.

a. General Regulations:

- The FAS Ministry Center is available to rent, in general, between 7:30 a.m. and 9:00 p.m. daily. Normal business hours are 8:30 a.m.–4:00 p.m., Monday through Friday.
- An authorized person from Lessor must be present during after-hours events as the host/hostess. The host/hostess will serve as the Lessor representative to assist the Lessee, as necessary, during an event.
- Unless prior approval is obtained from Lessor, setup, tear-down, and clean up must be completed on the day of the event and prior to 9:00 p.m.

- Unless permission is specifically granted, food and drinks will be allowed only within the rented area(s). Beverages causing permanent staining (red or grape beverages, grape juice, etc.) shall not be used.
 - No dancing, tobacco, alcohol, illegal drugs, or weapons are allowed on FAS property.
 - As a general rule, events specifically for children under age 10 are not allowed at the FAS Ministry Center.
 - No pets or animals are allowed in the FAS Ministry Center, except those needed for handicap assistance.
 - A person displaying inappropriate behavior or language may be asked to leave.
 - **The Lessee must provide all its own paper/plastic products, serving items, and décor** (when beverage service is requested, FAS will supply related items).
 - The Lessor must be consulted regarding building access for vendors assisting a group with an event.
 - Open flames (e.g., lit candles) are not allowed without special, written permission.
 - Extension cords, power strips, etc. must be heavy duty and trailing cords must be taped down using gaffer's tape (to be provided by Lessor).
 - Heating appliances (e.g., crock pots, electric skillets, etc.) are not allowed outside the kitchen without special, written permission.
- b. Kitchen Regulations
- Left-over food must be removed from the kitchen at the end of the event unless otherwise approved by Lessor. Garbage bags may be taken out to the dumpster at the far end of the parking lot. Food left in the kitchen shall be clearly labeled with the group/individual name and dated. Any food and the containers in which it is stored left in the kitchen without prior approval of Lessor is subject to being thrown out.
 - Lessor must clean the kitchen of any food particles or large messes after each use, including multiple uses during a single, scheduled event. If the kitchen is not cleaned, Lessor may assess a cleaning fee.
- c. Sound Equipment Regulations
- To record audio or video of an event using Lessor's sound equipment, the Lessee must engage the services of John Hendershot (859-321-7652). NOTE: If bringing equipment in, heavy-duty extension cords and power strips must be used and trailing cords taped down with gaffers tape (to be provided by Lessor).
 - If Mr. Hendershot's services are not reserved at least two weeks in advance, the media room will not be available for use or rent by Lessee and will be locked during the scheduled event.
 - No sound equipment can be brought into the building without prior approval from Lessor.
- d. Room Regulations
- Special room setup must be requested upon reserving the facility and approved by Lessor.
 - Large furniture (e.g., couches, wooden tables, etc.) may not be moved without the consent and presence of the Lessor's host/hostess.

- Plans for decorations must be approved by Lessor at least two weeks prior to the event.
 - Decorating should be completed during Lessor's office hours (8:30 a.m.–4:00 p.m.) unless alternative arrangements have been made at least two weeks prior to the event.
5. USE. Lessee agrees to use the facilities, equipment, services, and/or furniture only for the purposes stated on the Facility Use Request Form. Lessee shall not use the facilities, equipment, services, and/or furniture for any unlawful purpose, or any purpose which is, in the sole opinion of Lessor, inappropriate, dangerous, or offensive. Lessee shall use reasonable care and caution in his/her/its use of the facilities, equipment, services, and/or furniture, and shall endeavor to leave the facilities, equipment, services and/or furniture in the same condition as they were found.
- a. The Lessee assumes all responsibility for any damage done to the facility, equipment, furnishings, or fixtures during an event and shall hold Lessor harmless from same. **No adhesive tape or any device that penetrates the surface of the furniture or the building, including the woodwork, walls, and/or ceiling tiles, may be used.**
 - b. The Lessee agrees to pay for any damages, excepting damages caused by a vendor, to the FAS Ministry Center building, facilities, equipment, and/or furniture. In the case of damages caused by a vendor, that vendor shall be responsible for repairing damages to the satisfaction of Lessor or for reimbursing Lessor for the cost of repair. Vendors who fail to follow these regulations may forfeit their right to serve events at FAS.
6. VIOLATION OF RULES OR REGULATIONS: In addition to the legal remedies set forth herein or otherwise available to Lessor under the law, Lessor shall have the right to terminate any and all of Lessee's remaining rights and privileges under this Agreement upon the violation by Lessee, its officers, agents, employees, guests, invitees, volunteers or visitors, of any rule, regulation or condition set forth herein. Lessee agrees that violation of any of the rules, regulations, or conditions of this Agreement may result in both liability to Lessor for any damages caused by the breach and may additionally result in the forfeiture of the entire fee paid by Lessee to Lessor. Lessee agrees that he/she/it will not seek and will have no right to reimbursement for any fees paid to Lessor upon violation of said rules, regulations, or conditions.
7. RISK OF LOSS AND INDEMINIFICATION AGREEMENT. Lessee hereby expressly agrees that his/her/its USE OF THE PREMISES, FACILITIES, EQUIPMENT, SERVICES, AND/OR FURNITURE OF LESSOR SHALL BE SOLELY AT THE LESSEE'S RISK. **Lessee hereby accepts the rented premises, facilities, equipment, services, and/or furniture "as is" and expressly accepts the risk of all non-latent defects or hazards which may exist in said premises, facilities, equipment, services and/or furniture.** Lessee shall indemnify and hold Lessor harmless from all loss, damage, liability or expense (including attorneys' fees) resulting from any injury to or death of any person, or any loss of or damage to any property, caused by or resulting from any act or omission of any officer, agent, employee, guest, invitee, volunteer, or visitor of Lessee in or about the Premises, but the foregoing provisions shall not be construed to make Lessee responsible for injuries to third parties caused by the negligence of Lessor or any agent or employee of Lessor. Lessor shall not be liable for any injury to or the death of any person, or any loss of or damage to property, sustained by Lessee, or by any other person(s) whatsoever, including but not limited to any officer, agent, employee, guest, invitee, volunteer or visitor of Lessee, which may be caused by the premises, facilities, equipment, services, or furniture, or by theft or by any act or neglect of Lessee, or of any other person, or by any other cause of whatsoever nature, unless caused by the sole negligence of Lessor or its officers, agents or employees. **Lessee shall have the obligation to insure against, and shall indemnify Lessor and hold it harmless from, any and all liability for loss, damage or injury to person or**

property occurring in, on or about the premises, facilities, equipment, services, and/or furniture of Lessor, except for any portion of such loss, damage or injury, that is caused by an act or omission of Lessor, or Lessor's employees, agents, contractor, officers or assignees. Lessor may require proof of such insurance prior to allowing use or rental of its property.

- 8. **ABANDONMENT.** Property left upon Lessor's premises upon the expiration of this Agreement shall be deemed abandoned, and Lessor is hereby authorized to dispose of it.
- 9. **SEVERABLE.** If any part of this Agreement is declared invalid, it shall not affect the validity of any remaining portion, which portion shall remain in full force and effect as if this Agreement had been executed without the invalid portion.
- 10. **NO WAIVER.** Lessor's forbearance from, delay, or failure to exercise any right or remedy hereunder, at any given time, shall not be deemed a waiver of any of Lessor's rights to full and complete performance of the terms and conditions of this Agreement or of any of Lessor's other rights or remedies, all of which shall be deemed reserved.
- 11. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties hereto, and neither the parties nor their agents shall be bound by any terms, conditions, statements, warranties, representations or advertisements, oral or written not herein contained. Modifications to this Agreement must be in writing and signed or initialed.

OTHER TERMS. _____

Have seen and agreed and receipt of a signed copy of this Agreement is hereby acknowledged.

"Lessee(s)"

X _____

Print name: _____

X _____

Print name: _____

"Lessor"
The Francis Asbury Society

X _____

Title: FAS EVENT COORDINATOR