

FIRST BAPTIST CHURCH OF SYLVA

FACILITY USAGE GUIDELINES AND AGREEMENT

Thank you for your interest in the facilities of First Baptist Church of Sylva, NC. To ensure that the facilities are used in an appropriate manner and are maintained in a clean, safe, and serviceable order, the following policies have been adopted for use and care of the facilities and property of First Baptist Church of Sylva.

Applicable Laws:

User agrees to comply with all policies, ordinances and rules of First Baptist Church of Sylva. If at any time the uses of the premises by the user violate any applicable laws of the State of North Carolina, Jackson County, NC or The United States of America, the user shall cease and desist from continuing use or surrender the premises upon demand of the Church's management. User also agrees to pay all taxes imposed by law in connection with use and occupancy thereof.

Supervision of the Facility:

User agrees to supervise and be responsible for all activities associated with the use of the facility. The Church does not relinquish the right to control management of the facility and to enforce all necessary rules for the management and control of the facility. The Church reserves the right to refuse service to any person or persons. The Church also reserves the right at all times for any employees of the church to enter the premises.

Facility Usage Rules and Guidelines:

A security deposit equal to the facility charge is required for use of all facilities. User shall not damage, deface, or mar in any way the facilities and/or property of First Baptist Church of Sylva and shall not cause or permit actions to be done on premises that cause damage to Church property. User will not drive nails, hooks, tacks or screws into any Church property. User will not make alterations of any kind to Church property. Users may not attach decorations to curtains, columns or walls. Church property (ie. pictures, art) may not be removed from walls. Furniture may be re-arranged to suit the needs of the function, but must be returned to its original arrangement by user.

User agrees that it will not use the Church's equipment, tools or furnishings in or around the facility without prior approval from Church management. A trained church sound technician *must* be present if function requires the use of the sound system in the sanctuary, at the rate of \$50 per hour.

Candles or other devices that produce an open flame are not permitted in Church facilities, with the exception of small birthday cake candles or candles used as part of a wedding ceremony.

User agrees to not distribute or permit to be distributed tickets or admission vouchers in excess of seating capacity of room being used, nor admit a number of guests larger than the facility can safely accommodate. The decision of Church management with respect to seating capacity and crowd management shall be final and without question.

First Baptist Church of Sylva expressly denies any right of User to possession or consumption of alcohol or alcoholic beverages while on property owned and/or operated by Church management. Smoking and/or tobacco products are not permitted on the premises.

The use of kitchen and dining facilities for the commercial purpose of providing meals and services is not permitted due to Jackson County, NC Health Department regulations.

Individual or group users are asked to refrain from entering areas of the property not specified in the approved application.

Kitchen Use Rules and Guidelines

A trained Church kitchen worker must be present to use kitchen facilities.

Please note the location of the fire extinguisher and vent fans before operating cooking equipment.

No equipment, including dishes and pans, are to be removed from the kitchen unless prior arrangements have been made and noted on the check-out/check-in sheet in the kitchen.

All kitchen utensils and equipment used must be properly washed, dried, and stored at the end of use.

All counter tops and stovetops must be cleaned with provided sanitizer located above the pot sink.

Crumbs and other debris must be cleaned from all areas, furnishings and the floor in the Mission and Fellowship Center.

All waste from serving food and beverages must be collected and placed in garbage bags. All trash must be deposited in the church dumpster located in the upper parking lot. Please use the recycle bin for recyclable materials.

Please do not change settings of temperature controls on refrigerators/thermostats.

Report any problems in the kitchen to the church office (828 586-2095) or Ruth McConnell (828 506-8827).

Access:

Please call the church office (828-586-2095) to make arrangements to pick up the key and pay the security deposit Please note that the church office hours are Monday - Friday, 9:00 a.m. to 4:30 p.m.

If access for advance preparations (flower delivery, catering, etc.) is necessary, a member of the user's group must be present at the church to take delivery.

The key must be returned on the next working weekday following the end of use.

*All charges are subject to an additional custodial fee of \$50.00. Additional fees may be charged for the opening/closing of facilities by Church management or if facilities are left in disrepair.

Indemnification:

User will indemnify and hold harmless First Baptist Church of Sylva and its employees, agents and volunteers from and against any and all claims, damages, losses, expenses, demands, liabilities, cases of action, including without limitation any and all costs and expenses (including attorneys fees and expenses) imposed upon or asserted against the aforesaid indemnified parties in connection with investigating or defending such claim, demand, liability or cause of action, relating to or arising out of User's use of the Church or the subject matter of this agreement. No delay or failure to enforce any provision of this facility user agreement shall constitute a waiver or limitation of rights enforceable under this agreement.

*I have read, understand and will adhere to
the facility usage guidelines, policies, procedures
and all information and indemnification clauses listed above*

Signature

Date

Office Personnel

Date
