

CAMPUS FACILITIES USE AGREEMENT

THIS agreement is being made by and between First Baptist Church Fort Oglethorpe (“Owner”) and _____ (“Renter”) for the use of the Owner’s campus facilities as set forth in this agreement.

WHEREAS, Owner owns the campus facilities located at 2645 LaFayette Road in Fort Oglethorpe, Georgia, which is normally used for worship and other faith-based ministry, and

WHEREAS, Renter desires to use the _____ area of the campus for the purpose of _____, and

WHEREAS, Owner has agreed to allow Renter to use those facilities provided that the following terms and conditions are met.

It is therefore agreed by and between the Owner and Renter:

1. Owner agrees to let Renter use the above described facilities for the above described purpose on the day and times of: _____.
2. Renter agrees to complete a separate Scheduling Form that is incorporated into this Agreement by reference.
3. Renter agrees to pay in advance all applicable rental fees and deposits as indicated on the Facilities Use Compensation Schedule that is incorporated into this Agreement by reference.
4. Renter agrees that it will not use the facilities for any unlawful purposes, and will obey all laws, rules, and regulations of all governmental authorities while using the above described facilities.
5. Renter agrees that it will not use the facilities for any purpose that is contrary to the mission, purpose, and beliefs of the Owner, as contained in the Holy Bible, the Church Constitution & Bylaws, and the Statement on Marriage.
6. Renter agrees that it will not provide or allow any alcohol, illegal drugs, or tobacco products during the use of the facilities. Alcohol, illegal drugs, and those under the influence of such substances are prohibited at all times from being on campus. Tobacco products are likewise prohibited.
7. Renter agrees that, except in handicap situations, no pets are allowed inside the facilities.
8. Renter agrees that no rice or confetti will be used inside or outside of the facilities.
9. Renter agrees that extreme care will be exercised in the use of all decorations. Decorations are not to be attached to the pews, other furniture or walls by using pins, glue, nails, staples or anything that could cause permanent damage. Protection from candles must be provided for the carpets and furniture. No open candles may be used in windows or pews.
10. Renter agrees that if any church furniture or other decor is moved and not returned to its original position, the deposit will be forfeited. If the church is decorated for a special program (Christmas, Easter, etc.) the church decorations are not to be moved. Renter’s use and decorating will have to be planned around the church decorations.
11. Renter agrees that it will have adult leadership at all times during the use of the facilities and that all minors [17 and under] will be supervised by an adult.
12. Renter agrees to use only the facilities that are indicated in this Agreement. All other parts of the campus, excluding common ways for access, are off limits and may be locked for security purposes.
13. If the Renter is an Organization [**Initial** by agent here if so: _____], Renter promises and warrants that it carries liability insurance with a minimum liability occurrence limit of \$1,000,000. The Renter will provide a current certificate of insurance to the Owner at least seven days prior to the date of usage. The certificate of insurance must indicate that Renter has made Owner an “additional insured” on Renter’s policy with respect to the use by the Renter as described in this Agreement.
14. In cases of ongoing use, the Renter agrees to maintain a current certificate of insurance and provide a copy of that certificate to the Owner every six (6) months.

15. Renter agrees to be responsible for any and all property damage committed during the use of the facilities.
16. Renter agrees to hold harmless, indemnify and defend Owner (including Owner's agents, employees, and representatives) from any and all liability for injury or damage which may result from any person using the campus facilities.
17. Renter agrees to be responsible for preparing for use and returning to the pre-use condition all areas of the facilities that the Renter will use, including entrances and exits and common areas. Owner is not responsible for any preparations or decorations associated with the Renter's use.
18. Owner is not responsible to provide security during Renter's use.
19. Renter agrees to conduct a visual inspection of the facilities and complete the Check Out Form to be provided along with the Agreement. The Check Out Form is incorporated into this Agreement by reference.
20. This Agreement may be cancelled unilaterally by either party, for any reason or no reason, within seven days notice to the other party. In the event that Owner must cancel this Agreement prior to use, Renter will be entitled to any deposit or fee that Renter has paid. In no event, however, will Owner be liable to Renter for any lost profits or any incidental or consequential damages arising out of Renter's inability to use the facilities.
21. Renter agrees that it will not assign any of its rights under this Agreement, and any such attempted assignment will void this Agreement at the sole option of Owner.
22. Owner and Renter agree that any disputes arising from this Agreement will be resolved via a mutually acceptable alternative dispute resolution process. If Owner and Renter cannot mutually agree upon such a process, the dispute will be submitted to a three-member arbitration panel of the American Arbitration Association for final resolution.
23. This document, including the referenced Fee Schedule, Scheduling Form, Check Out Form, Kitchen Use, and Wedding Use, contains the entire agreement of the parties and supersedes all prior written or oral agreements relating to the use of the facilities.
24. Renter agrees by signing this document, that it has read and understands all of the provisions contained herein, including those contained in the Facilities Use Fee Schedule, Scheduling Form, Check Out Form, Kitchen & FC Use Form, and Church Wedding Form, as applicable.
25. Georgia law controls all matters relating to this Agreement, with venue in Catoosa County, Georgia.
26. Renter agrees that the failure to abide by these conditions could result in the termination of this agreement and/or the forfeiture of the deposit.

Dated this _____ day of _____ .

Owner:

Renter (with authority to bind):

Signature

Signature

Position or Title

Organization (if applicable)