

This agreement by and between Renaissance Church of Christ, Inc. ("Owner"), and **[name or entity here]** ("User"), will take effect on the **[Day]** day of **[Month]** and will continue for **[time period or list specific days(s) event will be held, including the year]**.

WHEREAS, Owner owns premises located at 3675 Butner Rd, South Fulton, GA 30349, which is normally used for religious and community activity, and

WHEREAS, User desires to use the area of the facilities for the purpose of **[type a brief description of the purpose of the facilities use]**, and

WHEREAS, Owner has agreed to allow User to use the facilities provided that the following terms and conditions are met:

It is therefore agreed by and between the parties:

1) Owner agrees to let User use the above described premises for the above described purpose on the dates specified. User's use of the facilities is restricted to the following area(s) of the facility:

- **Gymnasium**
- **Restrooms**
- **Rear Foyer**
- **Rear Hallway Areas**

The contact person(s) for Owner is/are **David Bishop and Floyd Williams, and an additional on-site representative of the Renaissance Church of Christ as determined by the Owner** for User to coordinate the details of usage. The contact person for User is **[Type name here]** and is the contact person for Owner to coordinate the details of usage.

2) Fees/Payment/Deposit

a) Fee Agreement. User agrees to pay Owner **Eighty Dollars (\$80.00) per session** for the use of the premises. Fee is due and payable in full upon execution of this agreement.

b) On-Site Staff. User agrees to pay Owner **Ten Dollars (\$10.00) per session** for an on-site staff representative from the Renaissance Church of Christ.

c) Deposit (mark one)

X No deposit is required for purposes of this agreement.

 User agrees to pay Owner a deposit in the amount of **[Not Applicable]**, which is equal to 50% of the total fee, for the use of the premises upon execution of this agreement. The balance of the fee is due 10 business days prior to the date of the usage of the facility, or is due immediately if the date of the usage of the facility is less than 10 days away.

d) Refunds

- Deposits, when applicable, are refundable upon an Owner-initiated cancellation. Barring an Owner cancellation, the deposit is non-refundable.

e) **Payment Options*** – User may pay all fees and deposits using one of the following methods:

- Check or Cashier's Check payable to Renaissance Church of Christ
- Money Order payable to Renaissance Church of Christ
- Electronic Payment Portal – [Payment Portal Link](https://www.eservicepayments.com/cgi-bin/Vanco_ver3.vps?appver3=Fi1giPL8kwX_Oe1AO50jRnq04vLW4VNvyAp8yBpK9EfHO3iVYxvxxhHjRfLOeq662EvVVAEjqawDomKT1pboudcRdWxHS2CPPcJBURyuzYg=). If for some reason the Payment Portal Link does not work, cut and paste this URL into your browser's address bar:
https://www.eservicepayments.com/cgi-bin/Vanco_ver3.vps?appver3=Fi1giPL8kwX_Oe1AO50jRnq04vLW4VNvyAp8yBpK9EfHO3iVYxvxxhHjRfLOeq662EvVVAEjqawDomKT1pboudcRdWxHS2CPPcJBURyuzYg=

***Cash transactions are not accepted.**

- 3) User agrees that it will not use the premises for any unlawful purposes, and will obey all laws, rules, and regulations of all governmental authorities while using the above described facilities.
- 4) User agrees that it will not use the premises for any purpose that is contrary to the mission, purpose or belief of the Owner, which is a biblically based religious institution.
- 5) User agrees to abide by any rules or regulations for the use of the premises that are attached to this agreement.
- 6) User agrees that it is solely responsible to implement appropriate screening and supervision procedures to protect children, youth, and vulnerable adults attending user's function at the above described facilities.
- 7) User Promises
 - a) **Organizational Users.** User promises and warrants that it is self-insured. The User will provide confirmation of self-insurance to the Owner at least fourteen (14) days, where applicable, prior to the date upon which the User begins to use the above described premises.
 - b) **Individual Users.** User promises and warrants that User will obtain signed **Activity Participation Agreements** (either provided by or acceptable to Owner) from each participant in the activity. If the participants are minors, User will obtain the signature of at least one parent or legal guardian on each Activity Participation Agreement.
- 8) User agrees to be responsible for preparing for use and returning to the pre-use condition all areas of the premises which User will use, including entrances and exits.
- 9) User agrees to conduct a visual inspection of the premises, including entrances and exits, prior to each use, and warrants that the premises will be used only if it is in a safe condition.
- 10) This agreement may be cancelled unilaterally by either party with 14 days written notice to the other party.
 - a) In the event that Owner must cancel this agreement, User will be entitled to any deposit User has paid. However, in no event will Owner be liable to User for any lost profits or incidental, indirect, special, or consequential damages arising out of User's inability to use the above described premises, even if Owner has been advised of the possibility of such damages.
- 11) User agrees that it will not assign any of its rights under this agreement to any other entity or person, and any such assignment will void this agreement at the sole option of the Owner.
- 12) Any dispute or controversy arising out of or relating to any interpretation, construction, performance, termination or breach of this Agreement, will be settled by final and binding arbitration by a single arbitrator to be held in Atlanta, Georgia, in accordance with the American Arbitration Association national rules for



Facilities Use Agreement

resolution of employment disputes then in effect, except as provided herein. The arbitrator selected shall have the authority to grant any party all remedies otherwise available by law, including injunctions, but shall not have the power to grant any remedy that would not be available in a state or federal court. The arbitrator shall have the authority to hear and rule on dispositive motions (such as motions for summary adjudication or summary judgment). The arbitrator shall have the powers granted by Georgia law and the rules of the American Arbitration Association which conducts the arbitration, except as modified or limited herein.

- 13) This document contains the entire agreement of the parties and supersedes all prior written or oral agreements relating to the subject matter.
- 14) This Agreement shall be governed in all respects by the laws of the State of Georgia as they apply to agreements entered into and to be performed entirely within Georgia between Georgia residents, without regard to conflict of law provisions. User agrees that any claim or dispute User may have against Renaissance Church of Christ, Inc. must be resolved by a court located in Fulton County, Georgia, except as otherwise agreed by the parties or as described in Paragraph 13 above. User agrees to submit to the personal jurisdiction of the courts located within Fulton County, Georgia for the purpose of litigating all such claims or disputes.

Dated this _____ day of _____, 20____.

Authorized Signatures for Renaissance Church of Christ:

Floyd Williams - Renaissance Church of Christ, Inc. (Owner)

Robert Wilson – Renaissance Church of Christ (Owner)

I. David Logan – Renaissance Church of Christ (Owner)

Authorized User Signature

User Printed Name