

Trinity Presbyterian Church 5871 Virginia Parkway McKinney, Texas 75071 972-542-4629

Space Reservations/Event Rentals at Trinity Presbyterian Church

Welcome to Trinity Presbyterian Church! We are honored to partner with you as we seek to *Reach Out in Christ* through radical hospitality. Trinity Presbyterian Church Facilities are available to host community programming which enhances the objectives and mission of Trinity Presbyterian Church, and to help members of the community in new and innovative ways. We are delighted to share Trinity's facilities with you and want to extend every possible courtesy to you. Whether you are planning a wedding, renting class space, or using the gymnasium, please let us know if there is anything we can do to make your experience at Trinity a more positive one.

Please feel free to contact me with any questions or concerns you may have during this process and I will be happy to assist you. If you cannot reach me, in an emergency you can reach out to the church Pastoral Assistant in the church office on 972-542-4629. Thank you for allowing Trinity the opportunity to share our campus facilities with the community.

There are several Addendums, you will need these only for the specific purpose stated:

- 1. Electronics Addendum needed if you want any audio-visual products or services.
- 2. Great Hall and Sports Addendum needed if you are renting space for sports activities.
- 3. Wedding Addendum needed for wedding details.

If you are just renting spaces and need no electronics, no other Addendums are needed.

Thank you for your rental business.

Sincerely,

John Sefcik Director of Operations 972-636-1345

TRINITY PRESBYTERIAN CHURCH FACILITY USE GENERAL TERMS AND CONDITIONS

This Agreement is made by and between **Trinity Presbyterian Church**, and **Applicant**, effective as of the date of execution of this Agreement by both parties. The Applicant acknowledges the receipt, review, and understanding of all documents pertaining to this rental. Trinity Presbyterian Church and the Applicant hereby agree the Applicant will use the Facilities of Trinity Presbyterian Church according to the terms and conditions listed below, including adherence to all policies for use of the Facilities as set by Trinity Presbyterian Church. This agreement is for the exclusive use of the Applicant and Trinity Presbyterian Church and may not be disclosed to others without written agreement.

GENERAL TERMS AND CONDITIONS

1. Definitions:

- 1.1. <u>Agreement</u> is the agreed terms and conditions, in writing and/or electronic, between the Applicant and the Church. Agreements are in writing, oral agreements are not binding. This Agreement is for the exclusive use of the Church and the Applicant and the Agreement may not be disclosed to others without Church written approval.
- 1.2. <u>Applicant</u> means the person(s) or group applying to use the Facility.
- 1.3. <u>Church</u> means the Trinity Presbyterian Church entity. The Director of Operations or designee represents the Church.
- 1.4. Facility means the physical campus of the Trinity Presbyterian Church located at 5871 Virginia Parkway, McKinney, TX.
- 1.5. Event means the activity desired by the Applicant.

2. General Facility Items:

- 2.1. Office Hours are Tuesdays through Fridays 9:00am 4:00pm, church offices are closed on Mondays. Facility use hours are generally 8:00am 9:00pm daily. Hours are subject to change without notice.
- 2.2. Facilities are unavailable to rent during Holy Days, some Holidays, and during special Church events. Sometimes a special Church Event will need to take precedence over a previously scheduled Applicant Event, for example a Memorial Service. The Church will work with Applicant to reschedule. The Church will make best efforts to plan Church Events more than three (3) months in advance. To be clear, Church Events have priority over rental customer reservations.
- 2.3. A staff member or representative must be present at all times during an Event at the Facility. If staff is not available, the Event will not be booked and/or may be cancelled even if space is available.
- 2.4. Church staffing at the Facility during an Applicant's Event shall be in the quantity and quality deemed necessary by the Church for the protection and orderly maintenance of the Facility and the Event.
- 2.5. Any situation not covered in this Agreement will be managed at the discretion of the Church staff member on site.

3. Facility Use Policy:

- 3.1. The Church is solely responsible for determining the policy for the rental of Facilities. The rental policy will be reviewed and may be amended at any time, including rental fees. The use of the Facility by various groups for Events is listed in order of priority; only under specific, exceptional circumstances will changes in the priority be considered.
 - 3.1.1. Church members may reserve Facilities up to six (6) months in advance on a first come, first served basis.
 - 3.1.2. Non-members may reserve Facilities up to three (3) months in advance on a first come, first served basis.
 - 3.1.3. Church members may reserve for weddings up to two (2) years in advance on a first come, first served basis.
 - 3.1.4. Non-members may reserve for weddings up to one (1) year in advance on a first come, first served basis.
- 3.2. Group 1, first priority is Trinity Presbyterian Church programs and events.
 - 3.2.1. All church activities, church athletic and recreation programs, and all church Events, ministries, and meetings.
- 3.3. Group 2, second priority is Members, Non-Profit Organizations, and Recreational Sports Teams.
 - 3.3.1. Rental to church members for personal Events and activities, such as weddings, receptions, etc.
 - 3.3.2. Groups affiliated with Trinity Presbyterian Church such as Boy Scout Troop 496.
 - 3.3.3. Rental to non-profit organizations for Events and activities.
 - 3.3.4. Rental of the Great Hall for sports practices for McKinney or other local municipal <u>recreation</u> league teams with volunteer coaches. Copy of rec league policy, team name, coach, required for review and approval for Group 2.
- 3.4. Group 3, third priority is Non-members, Club Sports Teams, other organizations.
 - 3.4.1. Rental to non-members for personal events and activities, such as weddings, receptions, meetings, etc.
 - 3.4.2. Rental of the Great Hall for sports other than at the recreational league level.
- 3.5. Group 4, fourth priority is for Private Corporate Rental, rental for private and/or commercial use.

4. Payment:

- 4.1. For members, a deposit may be needed to hold the reservation and will be based on the space needed for the Event.
- 4.2. For any non-member Event, payment is required upon application submittal. If the request is for multiple dates, a spreadsheet of dates of use is attached and is incorporated into this Agreement. Payment for Month 2 will be billed during Month 1 and is due before end of Month 1.
 - 4.2.1. If the payment is not received by Month 2 day 1, a late fee of up to 10% of the total due may be added to the fees.
 - 4.2.2. If the payment is not received by Month 2 day 10, entrance to the facility may be denied to the Applicant for the Event and the Agreement may be terminated, solely at the discretion of the Church. The Applicant still owes for any use of the Facility up to date of termination.
- 4.3. Additional fees may be assessed based upon the Event or activity type, such as staffing and/or equipment rentals.

5. Liability:

- 5.1. The use of Trinity Presbyterian Church facilities is at the risk of the Applicant and their guests and friends. Trinity Presbyterian Church, pastors, staff, contractors, members, and friends do not assume any liability or responsibility for any participant associated with the Event.
- 5.2. It is MANDATORY a "Liability Waiver and Medical Release Form" is signed by the Applicant and each guest; or by a parent or legal guardian if guest is under 18 years of age. A new signed form is required annually.
- 5.3. If an Applicant requests usage for Events on multiple dates on a recurring basis, a Certificate of Liability Insurance must be obtained, for a minimum \$1,000,000 liability limit, with Trinity Presbyterian Church listed as the certificate holder. This certificate must be refreshed annually.
- 5.4. The Applicant will be financially responsible for paying rental fees and for any equipment or property damaged, destroyed, or stolen during the scheduled event.
- 5.5. Applicants will be held responsible for any damages or loss resulting from services rendered by their outside vendors including but not limited to sports and/or coaching, floral, videography, photography, catering, etc.
- 5.6. Trinity Presbyterian Church cannot accept deliveries on behalf of the Applicant, for example delivery of bridal dresses, attendant dresses, tuxedoes, etc., and cannot be held responsible for personal items such as dresses, purses, shoes, jewelry, electronic devices such as computers, tablets, phones, games, etc.

5.6.1. By exception, Trinity Presbyterian Church will accept flowers delivered for a Memorial Service.

5.7. Trinity Presbyterian Church is not responsible for the loss of, or damage to, any item brought to the church for the Event, or left behind after the Event. Trinity Presbyterian Church cannot store items for an Applicant on the campus except by special written agreement. The special agreement must stipulate what is stored and where it will be located, and agreed by Applicant and Church.

6. Completing the Application:

6.1. Applicant must request Facility reservations electronically through the Church calendar found on the church website. The appropriate forms must be printed, signed, scanned, and attached to the electronic application as indicated. The Church will not make Facility reservations orally. The Church will respond to each Applicant request generally within 2 days. Applicant Events may be requested 14-90 days in advance. Events requested more than 90 days in advance will be on a tentative basis until 90 days in advance.

6.1.1. If an Event is desired between 1-13 days in advance, please call the church office for availability.

- 6.2. Any use of the Facility by outside individuals, organizations or groups must obtain prior approval from the Church.
- 6.3. The Church grants to the Applicant a limited non-exclusive license to use the Facility as designated for the date(s) and time(s) specified. The Applicant agrees to use the Facility only for the Event as described in the contract.
- 6.4. The Applicant:
 - 6.4.1. Will provide a valid government-issued picture identification such as a TX driver's license.
 - 6.4.2. Will pay specified fees on time.
 - 6.4.3. Will not assign this Agreement.
 - 6.4.4. Must be present during the Event.
 - 6.4.5. Will be responsible for the condition of the Facility during and after the Event.
 - 6.4.6. Will be responsible for the behavior of guests and friends.
- 6.5. The Applicant must make a best effort estimate of the number of guests included in the event to assure proper room sizing.
- 6.6. If Applicant requests alcohol at the event such as beer, wine, or other beverages, Applicant must agree to and follow the Facility alcohol policy. The Church has sole discretion over alcohol use requests.
- 6.7. The Church must be notified 30 (thirty) days in advance of ANY print media OR social media posts advertising Event to be held at the Facility, and reserves the right to approve or disapprove such advertising including the use of the Trinity Presbyterian Church name and/or logo.
- 6.8. The Applicant will be liable to Trinity Presbyterian Church for any damages to the Facility caused by the Applicant or Applicant guests or friends, or Applicant subcontractors/vendors. Damages will be paid by the Applicant.
- 6.9. Cancellations must be in writing, oral notification such as a phone call are not valid. The following applies:6.9.1. If written cancellation is received 30 days or more in advance, a refund less admin fees will be provided.
 - 6.9.2. If written cancellation is received less than 30 days and more than 10 days prior to the event, half the fees will be forfeited and the balance refunded to the Applicant.
 - 6.9.3. If the written cancellation is received less than 10 days prior to the event, nothing will be refunded to the Applicant.
- 6.10. If there is a fire, natural disaster, emergency, or other matters outside the control of the Church which cause a substantial delay, reschedule, or cancellation of an Event, Trinity Presbyterian Church will be released from this Agreement. The Applicant hereby waives any claims for damages or compensation for such delay or failure to perform the Agreement, other than the return of pre-paid unused fees, less admin fees, to the Applicant.

7. While at the Facility:

- 7.1. Member wifi Network Services may be used if available. The Church makes no guarantees of wifi availability.
- 7.2. Set up may start at a reasonable agreed time prior to the scheduled Event and will be reserved appropriately.
- 7.3. The rental fees shall include only the space reserved. Applicant will set up and utilize only the items and locations specified. If additional spaces or items are used, additional charges may apply.
- 7.4. The Applicant shall be responsible for the conduct and supervision of ALL persons admitted to the Facility by the Applicant. Applicant and guests must remain in the area reserved for the Event at all times.
- 7.5. No decorations, tables, or signs shall be placed in any areas without the permission of the Church. Decorations may not be attached from the ceilings, basketball goals, stage curtain, exit signs, security cameras, mirrors, pictures, or any other fixtures located in the area. No staples, thumb tacks, tape, or nails are to be used to fasten any object to the walls. BLUE or GREEN painter's tape is allowed.
- 7.6. No open flames are allowed except for caterers' warming dishes or trays. Votive candles must be battery operated.
- 7.7. Any individual associated with the Event shall not obstruct any portion of the emergency fire alarm systems, security systems, doorways, sidewalks, entries, exits, hallways, or other ingress or egress to the Facility.
- 7.8. Smoking, vaping, consumption of alcohol, and firearms are not allowed on the Trinity Presbyterian Church Facility at any time; this includes the grounds and parking lots.
- 7.9. Animals certified for disability assistance with permit are allowed in the Facility, any other animals including emotional support animals are prohibited from the Facility.
- 7.10. Permission to use caterers/food or other vendors must be named, discussed, and agreed in advance in writing. Applicant is responsible for the behavior, conduct, and any damages caused by these vendors.
- 7.11. The Applicant will provide all supplies for the Event including but not limited to paper products, cups, eating utensils, etc. unless otherwise specified in writing in the Agreement.
- 7.12. Arrangements for any item(s) which requires electricity (e.g., bounce house) must be agreed in writing in advance.
 - 7.12.1. Items rated 6 Amp or more must be disclosed, the exact location(s) agreed, and added to the written Agreement.
 - 7.12.2. Electrical appliances shall not exceed recommended outlet usage.
 - 7.12.3. Extension cord usage is to be minimized and extension cords used must be rated to carry the intended load.

8. After the Event:

8.1. All Applicant guests and friends must vacate the Facility promptly at the termination of the Event.

- 8.1.1. Applicant or designee adult must remain on site until all guests and vendors have left. Loitering is not permitted.8.2. Clean up must be done at the termination of the Event, and the space(s) returned to pre-Event condition or better within
 - the time allowed.
 - 8.2.1. All decorations must be removed.
 - 8.2.2. Tables, chairs, and other Facility items used must be returned to their original locations and state (e.g., folded on cart, stacked in a closet, set up in the space, etc.).
 - 8.2.3. All catering/food service, banners, signs, music, bounce houses, and all other items or equipment must be removed from the facility at the termination of the Event. This includes all items provided by the Applicant, and any items provided by an individual, organization, or group associated with the Event, including food or other items.
 - 8.2.4. Staff can help with the location of rags, buckets, vacuum cleaners, brooms, mops and other cleaning items for the use by Applicant to return the area(s) to the pre-Event state.
- 8.3. All trash and debris MUST BE PICKED UP and all trash cans emptied with new clean trash bags inserted and ready for the next Event. Left-over drinks should be poured down a sink and the containers placed in a trash or recycling bin. All trash must be taken to and placed in the dumpster located on the southeast corner of the parking lot.
- 8.4. As a Certified Green church organization, Trinity Presbyterian Church <u>strongly</u> encourages recycling and use of biodegradable disposables. Please inquire and we can help you source these materials.
- 8.5. A custodial fee of \$125 may apply to EACH ROOM, SPACE, AND/OR AREA not returned to its pre-rental condition. The Applicant is responsible for completing an inspection of the facility after clean-up of the event. The Church retains sole determination authority as to damages and/or application of custodial fees.

I agree to these terms and conditions.

Applicant Printed Name

Applicant Signature