

Rush Creek Church Facility Usage Agreement

Date: _____

This Facilities Use Agreement (“Agreement”) is entered into between **Rush Creek Church** and _____.

Subject to the terms herein, **Rush Creek Church** agrees to make specific **Rush Creek Church** facilities, as identified in paragraph 1, available for use by the Licensee. Licensee accepts and agrees to use the facilities strictly in accordance with this Agreement and rules, **Rush Creek Church** policy and rules, mission, goals, and ministry philosophy.

Licensee understands and agrees that use of **Rush Creek Church’s** facilities for non-church **Rush Creek Church** activities and events is strictly limited to use that does not interfere with **Rush Creek Church’s** enjoyment and use of such facilities, and is not contrary to **Rush Creek Church’s** operations, missions, goals and ministry philosophy.

Facility use will not be permitted to individuals or groups holding, advancing or advocating beliefs or practices that conflict with **Rush Creek Church’s** faith or moral teachings, which are summarized in its Facilities Use Policy. Nor may **Rush Creek Church** facilities be used for activities that contradict, or are deemed inconsistent with **Rush Creek Church’s** faith or moral teachings. The **Administrator of Rush Creek Church**, or his/her official designee, is the final decision-maker concerning use of **Rush Creek Church** facilities.

In no event shall individuals or groups who hold, advance, or advocate beliefs, or engage in practices that contradict **Rush Creek Church’s** Mission and Vision use **Rush Creek Church** facilities. This policy applies to all **Rush Creek Church** facilities and properties.

Groups or individuals requesting use of facilities must affirm that their beliefs, practices, and planned uses of the facilities are consistent with **Rush Creek Church’s** faith and practice. The group or individual seeking use of facilities must submit:

- An online event request form.
- A signed **Rush Creek Church Facility Agreement**.
- A signed **Rush Creek Church Facility Usage Policy**.

Rush Creek Church may reject request for the use of its facilities at any time.

Therefore, in consideration of the mutual promises and obligations contained herein, **Rush Creek Church** and Licensee further agree:

1. FACILITIES & ACTIVITY

Subject to the terms of this Agreement, Licensee requests use of **Rush Creek Church** facilities, and **Rush Creek Church** accepts such request, as follows:

(i) Specific facilities to be utilized: _____

(ii) Activity to take place: _____

(iii) Date and time of activity: _____

2. SCHEDULING & CONFLICTS

Only the facilities described in paragraph 1 of this Agreement will be used and the facilities will be used by Licensee only for the purpose stated herein. Should a scheduling conflict occur **Rush Creek Church** activities will take precedence and Licensee's use of the facilities may be canceled at the sole discretion of **Rush Creek Church**. At all times, all **Rush Creek Church** activities shall have a priority right to use all facilities and property. Should a conflict arise and the facilities be unavailable **Rush Creek Church** will give the licensee a 30-day written notice and return to the Licensee any monies paid under this Agreement.

3. CLEANING & DAMAGE

Licensee agrees that Licensee is responsible for return of the facilities used in the same condition in which such facilities were received by Licensee. Any and all costs of cleanup, repair or replacement of **Rush Creek Church's** facilities, equipment or property as a result of Licensee's use thereof shall be paid by Licensee.

Specifically, Licensee is responsible for any and all damages resulting from the use of the facilities and will be liable for all costs necessary to restore the facilities to their state of cleanliness and repair at the time of occupancy. **Rush Creek Church** shall have the sole discretion to determine whether the facilities are returned in the same state of cleanliness and repair in which they were received by Licensee and whether any cleanup, repairs, or replacements are necessary. Should cleanup, repairs or replacements be necessary,

Rush Creek Church retains the sole right to select vendors, contractors or employees to perform such work and to take all actions necessary or appropriate, including any purchases or expenditures, to clean up, repair or replace the facilities at Licensee's expense.

4. USAGE FEE/CANCELLATIONS

Licensee agrees to pay a **Rush Creek Church** usage fee ("Usage Fee") in the amount of \$ _____ plus such other payments as may be required herein.

- A deposit in the amount of \$200 is required to secure an event date.
- A deposit in the amount of \$50, for playground kids birthday parties only, is required to secure a birthday party date.
- The Usage Fee shall be paid in full at the time of execution of this Agreement. **Rush Creek Church** will invoice Licensee for any other fees and costs set forth in this Agreement including the required deposit fee.
- Late fee is \$25 per week or partial week and will be deducted from the the deposit.
- The above rate does not include any incidents or damages that may occur during the event.
- Should the event end later than the designated time, the fee is \$50 per hour or partial hour.
- Checks are to be made payable to Rush Creek Church to the attention of the Facility Administrative Assistant.

The terms of this Agreement are conditioned upon the receipt by **Rush Creek Church** of the Usage Fee in the amount of \$ _____ from Licensee on or before _____ ("Usage Fee Deadline").

If **Rush Creek Church** does not receive the Usage Fee on or before the Usage Fee Deadline, this Agreement shall be null and void.

Licensee agrees to pay a cancellation fee to Rush Creek Church under the following conditions:

- Cancellation within 2 weeks of the event will result in the loss of the the \$200 deposit fee.
- Cancellation withing 72 hours of the event will result in 50% of the building fee or the \$200 deposit, whichever is the greater.

5. CONDUCT & CHILD PROTECTION

Licensee shall be solely responsible for the conduct and welfare of all persons assisting Licensee while on **Rush Creek Church** premises. Licensee agrees that a **Rush Creek Church** representative may, at a **Rush Creek Church**'s sole discretion, be present at all times.

_____ [*Licensee Initials*]

Licensee will be responsible for all children or minors attending any function or event and will properly supervise, in an appropriate adult-to-child ratio, any children or minors participating in the event.

_____ [*Licensee Initials*]

Licensee will verify that all staff members, chaperones, or volunteers supervising the activity or event have been properly screened for Child Protection purposes, including the risk of child sexual abuse, BEFORE interacting with children or minors on **Rush Creek Church** property.

_____ [*Licensee Initials*]

Licensee shall perform, at its expense, background checks on all of Licensee's employees, volunteers, agents or representatives who will be on **Rush Creek Church's** campus at any time ("Licensee's Agents"). Such background checks shall be performed in a manner and by a vendor acceptable to **Rush Creek Church**.

_____ [*name of Background Check Provider*]

By entering into this Agreement, Licensee represents that all Licensee's Agents have successfully completed a background check within the last two years. In the event this Agreement contemplates a term of more than one year, Licensee will ensure that all background checks on Licensee's Agents are renewed at least every two (2) years.

_____ [*Licensee Initials*]

Licensee represents that none of Licensee's Agents:

- (a) are registered sex offenders;
- (b) have been convicted of a state or federal offense that involves harm to a child.

Licensee shall not under any circumstance assign or allow any individual identified under (a) or (b) to the **Rush Creek Church** campus. **Rush Creek Church** reserves the right to immediately remove any of Licensee's Agents from **Rush Creek Church** property at any time for any reason.

Rush Creek Church may request that proof of a background check be provided and may require that additional background checks be performed related to any of Licensee's Agents.

_____ [*Licensee Initials*]

Licensee will verify that Licensee has policies in place meant to address Child Protection issues, including the risk of child sexual abuse, and that these policies are known to and followed by staff members, chaperones or volunteers involved in an activity occurring on church property.

_____ [*Licensee Initials*]

Licensee will verify that Licensee provides Sexual Abuse Awareness Training to staff members, chaperones or volunteers involved in any function, event or activity occurring on church property to understand the risk of child sexual abuse inherent in programs providing services to children or minors. This training includes information intended to enable staff members or volunteers to recognize sexual abuse offender characteristics and behaviors, as well as legal reporting requirements within the state of Texas.

_____ [*Licensee Initials*]

Other restrictions and limitations may apply to the number of permitted attendees, including fire, safety, service and other rules and restrictions imposed by **Rush Creek Church**, in its sole discretion.

_____ [*Licensee Initials*]

6. NOTICE OF CANCELLATION

Licensee must give written notice of cancellation (“Cancellation Notice”) of its use of the facilities to the **Administrator of Rush Creek Church**, at least 72 hours before the first date of use of the facilities set forth herein (“Cancellation Deadline”). If a Cancellation Notice is received, all amounts paid under this Agreement will be refunded to Licensee. If a Cancellation Notice is not received by the Cancellation Deadline, Licensee shall pay the full amount of the Usage Fee set forth in paragraph 4 of this Agreement.

7. MISCELLANEOUS

Licensee understands and agrees:

- (i) the consumption of alcoholic beverages or drugs is strictly prohibited on **Rush Creek Church**, property and Licensee hereby agrees to forbid and take all necessary steps to prevent the consumption of alcoholic beverages and drugs, or the occurrence of any illegal activities on **Rush Creek Church** property or in **Rush Creek Church** facilities during the time of Licensee’s use thereof;

- (ii) that in the use of **Rush Creek Church** facilities, Licensee will not discriminate against any individual or group because of race, national origin, sex (except where there is a bona fide qualification for such activity), age or disability in the use of such facilities;
- (iii) that no endorsement of the event by **Rush Creek Church** is or will be implied in any way by Licensee. Licensee shall not use or provide **Rush Creek Church** name or logo in any manner or media connection with the event without the prior written approval of **Rush Creek Church**;
- (iv) that no merchandise of any description will be offered for sale unless listed and specifically agreed to by **Rush Creek Church** in writing prior to the event;
- (v) that no fee, by ticket or otherwise, will be charged by Licensee unless specifically agreed to by **Rush Creek Church** in writing prior to the event;
- (vi) that no weapons, firearms or other dangerous objects will be brought on **Rush Creek Church** property except by law enforcement officers;
- (vii) granting of Licensee's request for facilities use is subject to **Rush Creek Church's** right to manage and supervise its property under the normal rules governing its operation. **Rush Creek Church** may in its sole discretion require that security officers be present on campus beyond typical requirements during the time Licensee uses the facilities. In such a case, security officers will be provided by **Rush Creek Church** at Licensee's expense.
- (viii) Licensee is restricted to those areas of the facility that the group has reserved. Licensee is not to use or operate any **Rush Creek Church** equipment other than that specified in the contract. No person may enter or remain in any **Rush Creek Church** building or site except when engaged in an approved or scheduled activity, or during attendance as a regularly enrolled student or staff member of **Rush Creek Church**. Further, no individual shall willfully or maliciously make or cause any noise, disturbance or diversion in or near the facility.

- (ix) Smoking, fighting, abusive or foul language, violent behavior, gambling, disruptive activities, open flames (candles), fireworks and dangerous materials are prohibited.
- (x) Food and beverages in classrooms or any other area of facilities must be approved in advance by the Administrator of **Rush Creek Church** or his/her designee. Certification of Insurance required from vendors.
- (xi) Licensee is responsible for providing all supplies and materials necessary.
- (xii) All individuals, groups, staff members, volunteers, and/or organizations authorized to use **Rush Creek Church** facilities for activities which are **Rush Creek Church** related, shall be responsible for providing adequate supervision, and for complying with all **Rush Creek Church** rules and regulations.

8. TERMINATION

Rush Creek Church may terminate this Agreement at any time with or without reason or cause. If **Rush Creek Church** terminates this Agreement, its liability is limited to return of any monies paid under this Agreement. In the event **Rush Creek Church** is unable to furnish the facility requested for any reason, **Rush Creek Church's** liability shall be limited to return of any monies paid under this Agreement.

9. OPPORTUNITY TO INSPECT

Licensee has had the opportunity to inspect the facilities and acknowledges and agrees that the facilities are provided for Licensee's use in an "as is, where is" condition without a warranty of any kind, express or implied, including any warranty that the facilities are merchantable or fit for Licensee's particular purpose, and shall be used at Licensee's own risk.

10. WAIVER & SAFETY DISCLAIMER

Licensee agrees that **Rush Creek Church** undertakes no obligation whatsoever for the safety or security of any property or person, including but not limited to, Licensee, or any of the employees, subcontractors, agents, representatives, participants, invitees or attendees of Licensee. Licensee

hereby releases **Rush Creek Church**, its trustees, administrators, officers, agents, employees, volunteers, and insurers from any and all liability and responsibility arising out of or in connection with Licensee's use of the facilities. Licensee agrees not to block fire doors, means of egress, block or tamper with any fire protective device.

11. INDEMNITY

Licensee hereby agrees to indemnify, hold harmless, protect and defend **Rush Creek Church** and its trustees, administrators, officers, agents, employees, student representatives, volunteers, and insurers (collectively, the "Indemnified Parties") for, from and against all losses, liabilities, claims, demands, suits, damages, costs and expenses including, but not limited to, court costs and attorney fees directly or indirectly arising out of any property damage or loss, bodily injuries, sickness, disease or death in connection with or arising out of Licensee's use of the facilities.

The Indemnified Parties shall give prompt notice to Licensee of any action commenced against it or any claim asserted against it in respect of which indemnity may be sought hereunder, but failure to so notify Licensee shall not relieve Licensee from any liability that Licensee may have under this Indemnity. Should it become necessary for any Indemnified Party to incur any expenses, or become obligated to pay any attorneys' fees or court costs in connection with this Indemnity, including the enforcement hereof, Licensee agrees to pay such expenses, attorneys' fees, or court costs to Indemnified Party within a reasonable time, which in no event shall exceed 30 days after receiving written notice from any Indemnified Party of the incurring of such expenses, attorneys' fees or court costs. The terms of the Indemnity shall bind and inure to the benefit of the Indemnified parties and their heirs, legal representatives, successors and assigns.

12. LEGAL

Licensee warrants and certifies that in the use of **Rush Creek Church** facilities, it has complied with or will comply with all applicable federal, state and local laws.

This Agreement reflects the entire agreement between Licensee and **Rush Creek Church** and may not be amended except in writing and signed by the **Administrator of Rush Creek Church** and Licensee. Licensee may not assign any rights under this Agreement, without the prior written approval of **Rush Creek Church**.

Licensee and **Rush Creek Church** stipulate and consent to the exclusive personal and subject matter jurisdiction of the state and federal courts in Texas for any disputes arising out of or related to this Agreement. This Agreement shall be governed and construed by the substantive laws of the State of Texas without regard to the choice of law rules of any other jurisdiction.

In case of medical or other emergency situations, Licensee agrees to notify the Administrator of **Rush Creek Church** at office@rushcreek.org so he/she can create a report of the incident, if necessary.

Each individual executing this Agreement represents that he or she has full authority to execute this Agreement on behalf of the party for which he or she is signing.

In the event any one or more of the provisions contained in this agreement shall, for any reason, be held invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provisions of the Agreement, and the Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

13. INSURANCE

Licensee agrees to obtain and maintain commercial general liability insurance providing policy limits of at least \$1 million per incident and \$2 million aggregate liability coverage, in which **Rush Creek Church** is endorsed as an additional insured, and **Rush Creek Church** is fully covered and indemnified against sexual misconduct, property damage, personal or

bodily injury, or any other liability or damages ever sought from **Rush Creek Church**, its trustees, administrators, officers, agents, employees, student representatives, volunteers, and insurers. Such insurance shall be from an insurer acceptable to **Rush Creek Church** and Licensee shall provide a certificate of such insurance to **Rush Creek Church** at least two weeks prior to the event. If **Rush Creek Church** does not receive the Certificate of Insurance at least two weeks prior to the event, this Agreement shall be null and void.

_____ [*name of Licensee's insurance company*]

INSURANCE ACKNOWLEDGMENT

Appropriate Insurance furnished YES or NO

SIGNATORIES

LICENSEE

Licensee Representative

RUSH CREEK CHURCH

Representative

Licensee Organization

Position with Licensee Organization