

Facilities Rental Contract – DRAFT #3 as of 5/18/09

A. Parties:

(Church) First Unitarian Universalist Church of Austin
 4700 Grover Avenue, Austin, TX 78756
 (512) 452-6168 x300; natalie@austinuu.org

(Renter) Name, Organization
Address, City, State, Zip
Phone, Email

B. Date / Room / Time: Church agrees to provide Renter with exclusive use of the following space at Church location:

Date	Room(s)	Timeframe (includes set-up and clear)
Date	Room(s)	Timeframe (includes set-up and clear)

Alcohol will / will not be served (circle one)

C. Payments: see also V. Cancellations in Facility Rental Policies

1. Rental down payment. Renter agrees to pay **\$XXX.XX down payment** to reserve room(s) and date(s). Rooms are not confirmed until this down payment is received and this Contract signed by both Parties. Down payment will be applied to total due.

2. Rent. The rent for this reservation is **\$Y,YYY.YY**

[Date]	[Room]	Cost \$	\$
[Date]	[Room]	Cost \$	+ \$

3. Additional Charges: Extra charges for this contract are **\$ZZZ.ZZ**

4. TOTAL PAYMENT DUE: Rent (minus Down payment) + Additional Charges = \$XXX.YY

Payment in full is due 14 days prior to the scheduled event, or for recurring rentals, payment is due on the first reservation of every month. For returned checks, there will be a fee of \$30 and the reservation is subject to cancellation. Late payments are subject to a \$15 or 10% late fee, whichever is greater, for every week that payment is past due. Unscheduled cleaning and clearing room will be charged at 200% of hourly room rate.

Agreed to this ____ **day of** _____, **2009** at Austin, Texas.

I have also read and agree to the terms in the Facilities Rental Contract and the Facilities Rental Policies (rev. XX/YY/ZZ).

 First Unitarian Universalist Church of Austin,
 Authorized Agent

 Renter, Authorized Agent

Contact Person: [Name]
 Contact E-mail: [Email]
 Contact Phone: [Phone]

Contact Person: [Name]
 Contact E-mail: [E-mail]
 Contact Phone: [Phone]

Facilities Rental Policies – DRAFT #3 rev. 05/18/09

I. Room Assignment:

- A. Renter agrees to not occupy rooms before or after designated Reservation times, nor rooms that are not specified on contract.
- B. Church reserves the right to change room assignment previous to an event, based on other circumstances (i.e., noise level, number of people, repairs, etc). If it is a minor change (to another similar classroom), no notification is required from Church to Renter – room assignments will be posted at the Church. If it is a major change, Church will notify Renter by phone in advance to discuss the change with Renter.

II. Use of Common Areas:

Church agrees that common (non-exclusive) areas including hallways, parking lots, and bathrooms, shall be available for use by Renter. Renter understands that there may be other activities at the Church that may share these common areas during the Renter's usage. Appropriate utilities, including air conditioning or heating shall be provided.

III. Use of Kitchen:

- A. Use of the kitchen must be specifically reserved and is not considered a common area.
- B. Renter may not use items in kitchen, including cups, glasses, dishes and utensils, without prior approval by office staff (noted in the contract at the time of reservation). The Church's linen, punch bowl, flatware, glassware, dishes, pots and pans or other kitchen utensils may be rented. Renter is responsible for washing, drying and putting away all items used, unless Event Team has been scheduled for clean-up.
- C. Renter may use the sink disposal for food cleanup from other rooms.
- D. The kitchen may not be used for cooking. Food must come to the Church fully prepared. The Church's microwave and range may be used for heating. The refrigerator is for Church use only. Renters must provide their own coolers and ice. Food left in the kitchen and refrigerator will be thrown out or communally available unless specifically marked otherwise.

IV. Building Access:

Someone authorized by the church will open and close the building, unless other arrangements are made in writing between the Church and Renter. Event requests must be made by Renter at least 7 days in advance, as there might not be someone onsite to answer questions during the event – for example, use of equipment.

V. Cancellations/Rescheduling:

- A. The down payment is not refundable. In the event of a cancellation or rescheduling by the Renter at least 14 days before the event, any additional payments received (beyond the down payment) will be refunded. If the cancellation or rescheduling is less than 14 days before the event, the down payment will not be refunded and 100% of the total amount due for the event **will be charged**.
- B. In the event of a cancellation by the Church, the following policies apply:
 1. If the cancellation is due to weather (the Church follows the Austin Independent School District closure schedule), the down payment and any other payments made are not returned to the renter, but the renter may reschedule the event for another time within the next 12 months at no additional charge.
 2. If the Church cancels for any reason other than a weather condition, the renter is entitled to a full refund of their down payment and any other payments made. The renter may alternately reschedule the event for another time within 12 months.

VI. Conduct of Renters: Renter agrees to conduct its activities on Church premises in a safe, sound, and respectful manner, mindful of others who may also be using the Church premises. Renter will leave the rented area as clean, orderly, and in good repair as it was found when Renter entered the premises. Renter will not store personal items in the Church unless specifically approved in writing by the rental coordinator. Items left

without approval may be removed permanently and donated. Renter will not adjust, reset, or tamper with any thermostat control within the Church, nor dramatically rearrange furniture or other items already in rooms.

VII. Care of Space: Renter agrees to not hang items or alter rooms with nails or any permanently damaging method. Food service is restricted to the room rented, except for the Sanctuary (no food or drink allowed), and Renter is responsible for completely sweeping all food from floor and counters and pouring out all drinks, before placing trash in trash bins. Sink disposal in kitchen may be used by Renter for this purpose. Scraps of paper, paint, etc must be completely picked up and disposed of in garbage cans. Please leave the room in a condition ready for the next renter. Fragranced candles and incense may not be used, and any matches must be stored on a shelf higher than the reach of children. Pianos in rooms may not be played unless specified in the contract beforehand.

VIII. Alcohol: Consumption of alcoholic beverages is permitted for social functions, but the sale of alcoholic beverages, including a donation-based exchange, is prohibited. If alcohol is to be served, it must be monitored against minors drinking and the office must have on file, in advance, a contact name of someone in attendance who is officially responsible for monitoring the bar, and who takes responsibility for the sobriety of guests.

IX. Lost and Found: The office maintains a Lost and Found box but is not responsible for items Renters leave behind. Please send inquiries about lost and found items to info@austinuu.org. Items left in the Lost and Found after 30 days will be donated or discarded.

X. Child Care: Renters understand that childcare is their responsibility, and agree to provide care for their children during the term of this reservation, limiting care to rooms specified in the contract. Renter will care for children, being thoughtful of others in the building – hallways are not to be used as play areas. Children under the age of 18 may not be left unsupervised at any time, and Renters understand that Church is not responsible and will not provide childcare for their children during this reservation. Furthermore, no children may use the Church playgrounds without adequate adult supervision, and the Church disclaims any liability for use of such playgrounds in violation of this provision. For insurance purposes and because we have specific “playground guidelines,” both the inner and the outer playgrounds may be used only if approved in writing in the contract.

XI. Publicity: Renter may identify the Church in promoting the activity to be conducted on the Church premises, but Renter agrees that it will not imply or state that the Church is sponsoring Renter’s activity. Advertising such as fliers or newspaper ads, and websites, must provide the Renter’s contact phone number, not the Church’s phone number. Renter agrees to not list the Church’s postal or email address for any events scheduled by the Renter. Fliers and advertisements for a renter’s event may be posted only on the Community Board in the Church.

XII. Default/Damages: If you find something broken or amiss, please call the church office (512) 452-6168 ext.300 *before* your activity occurs, so we have a record of the time the damage was reported. In the event the Church must retain a lawyer to collect the unpaid rent, Renter agrees to be responsible for attorney’s fees. Renter further agrees to reimburse the church for any damages caused to the building, fixtures or furniture as a result of Renter’s use of the space and agrees to replace or reimburse the Church for any other items (including food) consumed or destroyed by Renter or its invitees.

XIII. Indemnity: Renter shall indemnify and save harmless Church and its agents, members, and employees from all suits, actions, or claims of any character, type or description brought or made for or on account of any injuries, death or damages received by Renter, its employees, agents, members, invitees, or any property possessed by Renter, its employees, agents, members, or invitees which may arise out of or be occasioned by the acts of Church, its agents, members, or employees in the execution and performance of this contract or the presence of Renter, its employees, agents, members or invitees on property owned or operated by Church whether or not caused by the negligence of church, its agents, members, and employees.

XIV. Building Closures: The Church is closed in observance of the following holidays: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day (Fourth of July), Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve, and Christmas Day. Additionally, in case of inclement weather, the Church will follow the Austin Independent School District's (AISD) schedule for inclement weather closings and delayed openings. If AISD cancels or delays classes because of inclement weather, then the Church will be closed or will open late. A message announcing this will be on the general church voicemail. Renters who rent for periods when the Church is closed must be aware that they will need to make arrangements for entry into the Church at least 14 days prior to the event day to ensure access. (See V. Cancellations/Rescheduling paragraph listed above, for further details.)

_____ (Initial of Renter Authorized Agent, and Date) I have read and agree to the terms in this Facility Rental Policy, and am responsible for distributing it to all parties in my group on an as-needed basis. This acknowledgement is valid until Rental Policy is revised. Upon receipt of Revised Facility Rental Policy, I agree to return a signed version to the Church.

_____ (Initial of Church Authorized Agent and Date) I agree to distribute revisions of Revised Facility Rental Policy to Renters and to obtain initial of Renter Authorized Agent

Facilities Rental Rates – DRAFT#3 as of 5/18/09

The First Unitarian Universalist Church of Austin makes space available for rent to church members, non-profit organizations and members of the greater Austin community. The core functions of the Church will have first priority on the use of facilities. Further prioritization of facility use will be on a first-come, first-served basis.

A. 2009 Rental Rates for All Rooms Except the Sanctuary

Room	Capacity	Regular Rates		Member/Non-Profit Rates		
		Sit/Stand	First two hours	Each additional hour	First two hours	Each additional hour
Youth Room 11	12/n.a		\$35	\$17	\$30	\$13
Classrooms 13, 15, 17	40/60		\$35	\$17	\$30	\$13
Nursery Rooms 19*, 21, 23	15/20		\$35	\$17	\$30	\$13
Gallery	50/75		\$90	\$35	\$65	\$30
Howson Hall**	100/275		\$135	\$55	\$100	\$45
Kitchen			\$20	-	\$20	-

* Nursery 19 has direct access to the inner courtyard play area. All other rooms may access play area from hallway. ** An event with 75+ people expected requires an additional Event Team charge.

B. 2009 Rental Rates for the Sanctuary

Regular Rate	\$275 for first three hours, \$65 per hour thereafter \$165 per hour for rehearsal, when combined with full rental
Member/Non-Profit Rate	\$220 for first three hours, \$50 per hour thereafter \$140 per hour for rehearsal, when combined with full rental

C. Down payment / Rent / Additional Charges:

- Down payment:** In order to hold a reservation, the contract must be signed by both parties, and a **non-refundable** down payment paid. For one-time classroom rentals, \$30 is required, and for one-time rentals of other rooms, \$150 is required (or the total amount due if it is less than \$150). The down payment for recurring rentals is 10% of total contract amount. These down payments are applied toward the total amount due. The fee for a returned check is \$30, and the reservation might be forfeited.
- Facility Rental Rates: Full payment is due 14 days in advance of the event. For cancellation or rescheduling policy, see Facility Rental Policies**
- Additional Charges:** In order to address every Renter’s event requests, additional event requirements must be scheduled in advance.

Event Team – set-up, clear	\$22 per hour
Unscheduled occupancy	200% of hourly rate for room

- Reduced Rate Opportunities:**
 - Member:** Must be a Voting Member of First Unitarian Universalist Church for at least six months prior to the reservation.
 - Non-Profit Groups:** Renters providing a 501(c)3 letter may pay member/non-profit rates.
 - Recurring rentals:** Renters who schedule to use the facilities at least six times in one calendar year may receive a 15% discount from the regular rental fees. In order to receive this discount, the reservation for recurring rentals must be made on the original contract. Separate rentals that require separate contracts do not qualify for the discount.
 - Full payment in advance:** Renters who schedule recurring rentals on the original contract and pay total amount due in advance qualify for an additional 5% discount.
 - Multiple discounts are allowed.