



## Facility Usage Agreement

### **Member Details**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Contact Number: \_\_\_\_\_

BPC Campus: \_\_\_\_\_

Bridge Group: \_\_\_\_\_

### **Event Details**

Type of Event: \_\_\_\_\_

Date: \_\_\_\_\_ Time: \_\_\_\_\_

Room Location: \_\_\_\_\_ Number of Guest: \_\_\_\_\_

Number of Hours: \_\_\_\_\_

### **Rental Fees**

Security Deposit: \$250 (Refundable)

Facility Usage Cost: \$250

Sound Crew Member: \$275

All reservations for private functions are made upon and subject to the rules and regulations of Bridge Pointe Church and are subject to the terms and conditions described herein. It shall be the sole responsibility of the User to completely inform their agents, employees, vendors/contractors and guests concerning their obligations under this Agreement. User may have access to room rented, restrooms and parking area.

## **RESERVATION & SECURITY DEPOSIT**

Bridge Pointe Church reserves the right to refuse any and all applications. The Security Deposit may be refunded either in full or part minus any expenses for damages, losses, cleaning expenses, extra rental time, moving and rearranging charges of owner's furniture & accessories, special contractor charges, unapproved building, driving & parking usage, extraordinary maintenance or repairs, security charges deemed necessary after inspection within one week after the event. Bridge Pointe Church will provide details of the charges against the Security Deposits any charges in excess of the Security Deposit will be billed to User. Failure to make any attempts to pay additional costs will result in denial of future facility booking requests.

## **PAYMENT TERMS**

The \$ 250 Security Deposit and signed contract is due at time Reservation is made. Facility Usage Fee is due within two weeks of the event date. Should User fail to pay balance due within two weeks of the event date, Bridge Pointe Church is free to advertise reserved date as available. Payments should be made payable to Bridge Pointe Church by check, Money Order or our Online Portal.

## **STAFF**

Bridge Pointe Church may require an additional fee for support staff for certain events such as security, sound technicians, servers, etc. Staff requirements will be evaluated on an individual basis. Additional required fees shall be discussed and agreed to by both parties prior to the event date. If additional staffing is deemed to be necessary by Bridge Pointe Church as a result of erroneous information (including attendance and nature of event) being provided by User including cleaning crew, repair or maintenance, Bridge Pointe Church may bill the User for such fees in its sole discretion and the User shall pay all such fees immediately upon receipt of invoice.

## **OUTSIDE CONTRACTORS**

As a condition of conducting business at Bridge Pointe Church, all contractors/vendors must meet the standards set forth by the facility, including, but not limited to, supplying proof of license and current insurance. Bridge Pointe Church must review and approve, in advance of any setups to be performed by said contractors/vendors. Deliveries & set up & break down plans must be coordinated within two weeks prior to date of event with Bridge Pointe Church staff.

## **ADMISSION & PROMOTION**

The User is responsible for all reservations and admission to the event. The User is also responsible for all marketing and promotion of the event. Bridge Pointe Church must give final approval to any and all advertising pertaining to public events held at the Facility. Bridge Pointe Church will appear in all publicity; the

address shall be given, and shall be listed as Bridge Pointe Church, 285 Victory Dr SE; Marietta, GA 30060.

### **SETUP**

Bridge Pointe Church reserves the right to make adjustments and changes in any setup arrangements for safety or extra cost requirements. The User may not physically alter the existing space. Electrical extension cords must be approved by Bridge Pointe Church PRIOR TO INSTALLATION. Bridge Pointe Church allows 2 hours for set up & take down of decorations, time needed beyond that will be billed at \$50 per hour. Rates for Bridge Pointe Church to move or rearrange furniture and accessories will be billed at a rate of \$25 per man-hour.

### **ENTERTAINMENT**

All entertainment, for any form of production, including but not limited to sound, lighting, staging and crew must be approved in advance by Bridge Pointe Church. All tenting must comply with Bridge Pointe Church standards and be approved in advance.

### **DECORATIONS**

Bridge Pointe Church staff must approve any special decoration needs. No staples, tacks, or nails may be used to attach decorations. No paint may be applied. No glitter or sparklers may be used.

Bridge Pointe Church will not accept any freight or other delivered items on behalf of the renter. Items may not be delivered prior to the contracted move-in time on the event date. Any event that requires set up outside of the contracted hours will result in a \$50 per hour charge. Client or client's representative must be present to accept delivery unless special arrangements have been made and agreed upon in advance with Bridge Pointe Church staff. Both parties agree that the Facility will be delivered by Bridge Pointe Church to User in its "as is" condition. User agrees that its taking possession of the Facility shall be conclusive evidence as against User that the Facility Space was in the condition agreed upon herein.

### **SMOKING**

No smoking anywhere.

### **HAZARDOUS MATERIALS**

User shall not cause or permit the storage, use, generation or disposition of any Hazardous Materials (as hereinafter defined) at the Facility without the prior written consent of Bridge Pointe Church. User agrees to indemnify, defend and hold harmless the Bridge Pointe Church from all fines, suits, procedures, claims and actions of every kind, and all costs associated therewith (including attorneys' and consultants' fees) arising out of or in any way connected with User's violation of this provision. User's obligations and liabilities under this Section shall survive the expiration or termination of this Agreement. For purposes of this Agreement,

the term “Hazardous Materials” means any explosives, fireworks, radioactive materials or other hazardous substances.

### **SECURITY AND SAFETY**

The User is responsible for the conduct and behavior of the group using the facility.

Bridge Pointe Church reserves the right to limit the number of people entering the building or any floor for safety reasons and crowd & parking control. All hallways, entryways, and aisles, driveways and parking area are to be clear of obstacles. Bridge Pointe Church and its designees shall have the right to enter the Facility at any time during its use by User. User, or a guest or other person under the User’s control, shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near the Facility. Adult supervision of children is required at all times. Bridge Pointe Church requires a security officer be present during all events. Our preferred method is contracting services through the Marietta Police Department. The rate is \$55 per hour.

### **MUSIC**

Because Bridge Pointe Church is located adjoining a residential area as well, we ask that the decibel level be kept to a reasonable level and that the music end by midnight. Complaints by neighbors may result in music volume reduction and fines may be charged to User by Cobb County Sheriff’s or Marietta City Police department if volume decibels are determined to be above allowed decibels.

### **CLEAN UP**

All food and beverage debris, decoration supplies and other trash must be picked up, bagged and removed from the property by the User/Contracted Caterer or Bartender. The Facility including the grounds must be left in an orderly condition. Failure to complete any of these tasks will result in a partial/complete loss of Security Deposit. Bridge Pointe Church staff will perform a walk through of the premises. Bridge Pointe Church is not responsible for any items left behind by User or its guests.

### **PARKING**

Parking is available on the Bridge Pointe Church property in areas designated as parking areas only. User to provide a parking attendant or attendants as needed for the number of expected vehicles to ensure that traffic flow and parking in designated areas are strictly adhered to. No parking on driving on grass allowed with consequences of damage charges being deducted from Security Deposit for violations by User/Contracted Vendors/Guests. No parking in driveway areas leading to parking area to allow for free traffic flow and access by emergency vehicles. Bridge Pointe Church is not responsible for theft or other damage to any vehicle, or possessions therein, during, prior or after event.

## **INSPECTION & LIABILITY**

Bridge Pointe Church reserves the right to inspect and control all private functions and does not, cannot, and will not assume liability for (1) any personal property or equipment of User or User's guests or invitees brought to the property, or (2) any injury to User or User's guests or invitees brought to the property. USER HEREBY INDEMNIFIES, DEFENDS AND HOLDS BRIDGE POINTE CHURCH HARMLESS FROM ANY AND ALL CLAIMS, ACTION, DAMAGES, LIABILITIES, COSTS AND EXPENSES BY ANY PARTY, INCLUDING GUESTS OF USER ARISING OUT OF ANY SUCH EVENT.

Accidents must be immediately reported in writing to Bridge Pointe Church at the address stated above and in any event within 24 hours. User agrees to immediately deliver to Bridge Pointe Church at the address stated above every process, pleading or paper relating to any claims or proceedings arising out of any accident involving the Facility. The User shall not aid any claimant but shall cooperate fully with Bridge Pointe Church in manners connected with any claims or suits.

USER AGREES THAT AS PART OF THE TERMS OF THIS AGREEMENT USER ON BEHALF OF HIMSELF/HERSELF/ITSELF AND HIS/HER/ITS GUESTS, HEIRS, EXECUTORS, ADMINISTRATORS, ASSIGNS AND LEGAL REPRESENTATIVES AGREES TO INDEMNIFY AND HOLD HARMLESS BRIDGE POINTE CHURCH AND ITS OWNERS, OFFICERS, REPRESENTATIVES AND EMPLOYEES FROM ANY AND ALL DAMAGES OR LIABILITY ARISING IN CONNECTION WITH OR RELATED TO RENTAL OF THE FACILITY, EXCEPT WHERE SUCH DAMAGES ARE CAUSED SOLELY BY THE ACTIONS OF BRIDGE POINTE CHURCH.

## **TERMINATION/DAMAGES**

Should User be found in violation of any of the provisions of this Rental Agreement, Bridge Pointe Church shall have the option, in its sole discretion to terminate the Agreement and User will forfeit all payments previously made to Bridge Pointe Church and shall remain liable for all rental fees and other expenses including legal fees incurred, whether or not the event actually occurs. Additionally, future events scheduled at facilities operated by Bridge Pointe Church may be cancelled at the sole discretion of the Bridge Pointe Church. If User leaves personal belongings or items pertaining to event at the Facility, Bridge Pointe Church may charge for additional rental time and/or labor and storage costs of such items. Bridge Pointe Church staff will inspect for damages and clean-up prior to departure. Damage to the facility or equipment shall be paid for in full by the person or group signing this Agreement. User is responsible for damages to the building, furniture and equipment caused by the User or anyone associated with User's use of building. In addition to anything else provided herein, User expressly agrees to pay to Bridge Pointe Church on demand:

(a) Any fine or legal violation, including administrative fees, against User during the term of this Agreement, or against Bridge Pointe Church to the extent arising out of or relating to the renting of the Facility to User.

(b) All expenses incurred by Bridge Pointe Church in connection with the collection of monies due Bridge Pointe Church pursuant to this Agreement or in enforcing any term or condition of this Agreement, including all attorney's fees, administrative fees and costs.

(c) All costs of repairing any damage to the Facility.

(d) \$50.00 per hour cleaning fee if the Facility is returned in not substantially the same condition in which it was issued

(e) \$25 per hour per man for moving furniture or accessories at User's request before and after event

The rights and remedies provided in this Agreement are cumulative, and the use of any one right or remedy by Bridge Pointe Church shall not preclude or waive its right to use any or all other remedies. The rights and remedies provided in this Agreement are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

#### **NON-TRANSFERABILITY**

Facility rentals made to a particular User are made exclusively for that User. User shall not have the right to assign its rights or obligations under this Agreement without the prior written consent of Bridge Pointe Church. If the User relinquishes a date, the date reverts to Bridge Pointe Church and the scheduling of a new rental date becomes subject to general scheduling availability.

#### **MISCELLANEOUS**

This Agreement shall be construed under and in accordance with the laws of the State of Georgia, and all obligations of the parties created by this Agreement are performable in Cobb County. If this agreement is signed in the name of a corporation, partnership, association, club or society, the person signing represents and warrants to Bridge Pointe Church that he/she has the authority to bind such entity and that such party will be personally liable for the faithful performance of this contract. This Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the effective date of this Lease, and duly executed by the parties hereto.

USER AGREES BY HIS/HER SIGNATURE ON THE FACE HEREOF THAT HE/SHE HAS READ AND IS AWARE OF THE TERMS AND CONDITIONS CONCERNING THE USE OF THE FACILITY AND ACCEPTS FULL RESPONSIBILITY HEREIN.

Signature by Bridge Pointe Church or Bridge Pointe Church's authorized representatives shall be regarded as acceptance by Bridge Pointe Church of the above reservation for the User's function.

BRIDGE POINTE CHURCH:

USER:

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

Authorized Signature

Authorized Signature

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Please sign this rental agreement and return it along with payment of the requested fees and Security Deposit, payable to Bridge Pointe Church. If the Agreement, fees and Security Deposit are not returned to Bridge Pointe Church within two weeks from receipt of Reservation/Security Deposit Bridge Pointe Church shall no longer hold the requested Date of the Event for User and shall be free to re-book the Facility with another User.