



UUMAN Building Rental Contract

Unitarian Universalist Metro Atlanta North

Event (Please insert above)

Date(s) of Use (Please insert above)

Time Frame of Event (Please insert above)

This agreement is made and entered into as of

between

& Unitarian Universalist Metro Atlanta North

(Lessee party / parties / group)

("UUMAN")

NOW, THEREFORE, in consideration of the mutual covenants, promises and terms and conditions contained herein, UUMAN and Group do hereby agree as follows:

Premises: UUMAN @ 11420 Crabapple Road, Roswell, GA 30075

Building(s) to be used:

| Sanctuary | Fellowship Hall | Discovery Hall | Classrooms | Playground |
|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Place an "X" in the appropriate box(es)

Lessee Group Representative:

| | | |
|--|--------------------------|--------------------------|
| | <input type="checkbox"/> | <input type="checkbox"/> |
|--|--------------------------|--------------------------|

Name of representative

Member?

Non-Member?

Activity/Description: (Please describe activity)

Time(s) of Activity:

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|--|--|
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|--|--|

Start Time

End Time

Will additional set up time/Clean up time needed?
If so, please list actual entry and exit times:

UUMAN BUILDING RENTAL CONTRACT

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Are alcoholic beverages being served at this event? Yes ☐ No ☐

If Yes, who is Event Manager who will be ON SITE at this event?

| | |
|--|--|
| | |
|--|--|

Event Manager Name

Emergency Contact Phone Number

Fees:

| | |
|---|--|
| Fee for total time in rented space | |
| Reservation Fee / Deposit paid (50%) | |
| Damage Deposit <i>*Damage deposit may be paid in check and is fully refundable presuming no damage.</i> | |
| TOTAL FEE \$ | |

Terms and Conditions:

| |
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| |
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Special Terms outlined in this agreement.

UNITARIAN UNIVERSALIST METRO ATLANTA NORTH

11420 Crabapple Road, Roswell, GA 30075 * 770-993-3949 * www.uuman.org

1. Statement of Purpose

The buildings belonging to UUMAN serve these purposes:

- ✂ The place where the usual events of the religious life of the congregation are held;
- ✂ To serve the needs of the congregation, members and friends of the congregation, and the larger community to have a place for religious and other events;
- ✂ To make a visible statement to the larger community about UUMAN beliefs and values and our place in the community.

2. Priority of Events

The buildings may be used for any approved events within our purpose, as described above, and requests are generally filled in the order received. In the event of competing requests, scheduling will occur in the following order of priority. Alternative room assignments and schedules are permissible and negotiable provided the party with priority is in agreement with the change.

- a. Fellowship activities such as Sunday services, Board and committee meetings, religious education, and choir rehearsal.
- b. Member-originated activities for ceremonies and rites of passage such as weddings, child naming, funeral or memorial services.
- c. Member-originated social or nonprofit events, workshops, and classes.
- d. Affiliated nonmember (friends)-originated activities for ceremonies and rites of passage, followed by affiliated nonmember social or nonprofit events, workshops and classes.
- e. Members or affiliated nonmembers-originated activities for profit.
- f. Nonaffiliated individual or community group activities for profit.

3. Scheduling

The Rental Chairperson, with the Office Administrator, will oversee scheduling but will bring requests that may be in conflict with the Statement of Purpose to the Program Council or Board of Trustees for discussion. The Board has the final authority in determining the use of the buildings. Special uses of the building, such as those involving extensive decorating, hanging or display of articles on the walls, or special lighting should be indicated and approved in advance as part of the building usage agreement. The Office Administrator will send the information about all prospective rental inquiries to the Rental Chairperson so the Rental Chairperson can make sure the event is considered appropriate for our church, follow up with prospective renters and can schedule/coordinate the event manager for non-member rentals.

4. Rental Agreement

UUMAN's Rental Agreement form must be signed by both parties at the time that the deposits are paid.

5. Upon the conclusion of Event

UUMAN buildings should be left clean and ready for regularly scheduled activities (floors vacuumed and mopped, dishes clean and put away, furniture returned to its original place and chairs stacked, etc.). Thermostat settings should be back at the specified settings, the doors and windows locked, and the lights turned off. See attached check-out list for specific guidelines. The attached check-out list will be filed out by the Event Manager or member at the end of the rental period. All guests, caterer's staff, musicians will be expected to leave at the end of the rental period.

6. Use of UUMAN Name of Logo

The Board through the President or his/her designated representative must approve any publicity for a scheduled event. Circulation of unapproved publicity may result in the forfeiture of the reservation fee.

7. Alcoholic Beverages

If alcoholic beverages are to be served or available, a copy of the UUMAN Policy on Alcoholic Beverages will be signed and on file.

8. Payment for Use

Payment is calculated with the attached Rental Fee Chart. Other fees may be added to the rental fee.

- ✂ If this is a member rental, the member must be present for the entire rental period. If this is a non-member rental, a \$25/hour (4-hour minimum of \$100) fee will be charged for an Event Manager to be present. The Event Manager will be a person who is a member of UUMAN and who has been trained in UUMAN's rental policy. The Event Manager will be present for the entire rental period.
- ✂ A reservation fee of 50% is required (see schedule of fees) and is due upon signing of the Rental Agreement.
Checks shall be made Payable to: UUMAN and delivered or forwarded via US Mail to: Office Administrator @ UUMAN, 11420 Crabapple Road, Roswell GA 30075
- ✂ There shall be a \$50 charge for all returned checks. Once a reservation fee has been received, the building cannot be scheduled for any other event at that time, even a higher priority event, without the agreement of all involved parties.
- ✂ The reservation fee shall be applied to payment. Fees will be charged in accordance with the attached rental fee schedule as a guideline. The attached schedule is a guideline, and fees are negotiable based on the purpose and the size of the activity; fees higher than those suggested may be assessed if warranted.

9. Payment in Full

Payment in full, including the Event Manager's Fee and Damage/Cleaning Deposit, is required two weeks prior to event to hold date/building. Final payment shall not be refundable UNLESS the premises are rented for the same period, and in such case, monies collected for rental payment, up to the original payment amount, minus a \$30.00 administration fee, shall be refunded to the canceling party.

10. Check Out List

A check-out list will be filled out at the end of the rental period. A copy of the check-out list is attached.

11. Damage Deposit:

A \$500 Refundable Damage Deposit is required. The renter is responsible for the entire monetary amount of any damages, loss or repairs minus the \$300 damage deposit. Any and all damage must be repaired in a timely manner and back to the original condition prior to the rental. After the rental event, once the Event Manager, or designated representative, signs off that the premises were clean and undamaged, and keys are returned, the deposit money will be refunded.

12. Cancellation Policy

A \$50 administration fee will be charged for any and all cancellations. The 50% reservation deposit shall be refunded for Monday-Thursday event, if cancelled with two weeks' notice. All other cancellations require 30 days' notice to be refunded. Cancellation after said period shall result in no refund UNLESS the premises are rented for the same period, and in such case, monies collected for rental deposit, up to the original payment amount minus the \$30 administration fee, shall be refunded to the canceling party.

13. Terms of Agreement

All terms outlined in this Agreement shall remain in effect for a period of two (2) years following the completion of the Event.

14. Indemnification

UUMAN and Group each shall indemnify and hold the other harmless, including, without limitation its officers, directors, employees and agents from and against any and all loss, liability, damage or expenses (including reasonable attorneys' fees and expenses), whether arising out of a claim involving any third party or between the parties to this Agreement, that either party may suffer as a result of a breach of any representation or warranty of the indemnifying party under this Agreement; any claim of negligence, property damage, personal injury or death arising from or related to the acts of the indemnifying party connected with the Event.

15. Insurance

UUMAN and the Group each agree to carry adequate liability and other insurance protecting itself against any claims from any activities.

16. Limitations of Liability

Under no circumstances shall either party be liable to the other party for indirect, incidental, consequential, special or exemplary damages (even if that party has been advised of the possibility of such damages), arising from any provision of this agreement).

17. Assignment

Neither party may assign any of its rights or delegate any of its duties under this Agreement without prior written consent of the other party.

18. Relationship of the Parties

Each of the parties in this Agreement is an independent contractor and nothing in this Agreement shall be construed as to create a partnership or joint venture between the parties, to impose any liability as such on either of them, or to grant either party the right to bind the other without the other's prior written consent.

19. Force Majeure

The performance of this Agreement by either party is subject to acts of God, war, government regulations, disaster, strikes, civil disorders, curtailment of transportation facilities, or any other emergency making it inadvisable, illegal, or impossible to provide the facilities or hold the event.

20. Governance

This Agreement and all rights and obligations of the parties relating hereto shall be governed by and construed in accordance with the laws of the State of Georgia without giving effect to any conflicts of law rules that would cause the application of the laws of any other jurisdiction. At the UUMAN's option, any controversy or claim arising out of or relating to this contract or the breach thereof (except of an action of injunctive relief) may be resolved by arbitration held in Fulton County, State of Georgia, in accordance with the Rules of the American Arbitration Association in effect at the time the arbitration is initiated, and judgment upon the award rendered by the arbitrators may be entered in any court jurisdiction thereof. Group agrees to submit to the exclusive jurisdiction of the State and Federal courts in the State of Georgia.

21. Warranty of Authority

Group warrants that the person signing this Agreement on its behalf, whether or not a third-party agent, is fully empowered to bind Group to all provisions contained in the Agreement, and that UUMAN may proceed directly against either Group or its agent with respect to enforcement or any breach hereof. This agreement must be signed and returned to UUMAN no later than (date). If the agreement is not received by this date, all dates, rooms and/or space are subject to release, and all terms are subject to renegotiation.

All arrangements are tentative until this agreement is signed by an authorized member of the Lessee / client's organization and is countersigned by an authorized representative of UUMAN.

AGREED AND ACCEPTED:

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Lessee Representative Printed Name & Title

Lessee Representative Signature

| | |
|---------------------------------|--|
| Kelly Callen/ UUMAN Rental Team | |
|---------------------------------|--|

UUMAN Representative Printed Name & Title

UUMAN Representative Signature

| | |
|-------------------|--|
| Date of Agreement | |
|-------------------|--|