

# FACILITY USE POLICIES & FORMS PACKAGE

## **Included:**

Application for Use of Church Facilities (signature require)  
Pricing/ Guideline for Nonchurch Event  
Use of Premises—Release and Hold Harmless Agreement (signature require)  
Facility Use Agreement Policies and Fees—Nonchurch  
Facility Use Agreement (signature require)

## **FBCC Facility Contact Personnel:**

Mrs. Lena Yang, Church Administrator  
7707 Highway 6 S.,  
Missouri City TX 77459  
Direct Line: 832-539-4911  
Fax: 281-499-5503  
E-mail: [lenay@fbcchome.org](mailto:lenay@fbcchome.org)

*If further information or clarification is needed, individuals should contact Reagan Tam*

*\*\*In this package, the term “FBCC” refers to Fort Bend Community Church.  
The term “Nonchurch Groups” refers to any group not sponsored by or related to FBCC.*

*Revised (Date): 1/11/15 By: Lena Yang*



## Church Facilities Usage Application

Name of Group: \_\_\_\_\_ Date of Application: \_\_\_\_\_

Description of event: \_\_\_\_\_

Times Facilities Required: From: \_\_\_\_\_ a.m./p.m. To: \_\_\_\_\_ a.m./p.m.

Specific Date(s) Required: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone #: \_\_\_\_\_

If there is a member of Fort Bend Community Church who is also a member or associate of the applying group and who will accept responsibility for directing the proper use for the facilities, please note:

Church Member: \_\_\_\_\_ Phone #: \_\_\_\_\_

Is childcare at FBCC requested during the event(s)?  Yes  No

*The applicant and the individual executing this application hereby waive any and all claims, demands, and causes of action that they may have against Fort Bend Community Church as a result of the use of church facilities pursuant to this application. The applicant and the individuals executing this application shall indemnify and hold harmless Fort Bend Community Church and its officers, agents, and employees from and against any and all costs of litigation arising out of or associated with the use of church property by the applicant group and its members, guest, employees, and agents pursuant to this application. Further, the user group will provide a certificate of liability insurance in favor of Fort Bend Community Church in the amount of at least \$1,000,000.*

I/We have read and agree to comply with the "Facility Use Agreement--Nonchurch"

Damage Deposit of \$250 (or 25% of total charges that are over \$1000, whichever is higher) due at the time of contract signing to secure the event

Balance due **30** calendar days prior to event date listed above, additional incurred balance will be settled within **5** business days after the event date

Printed Name and Signature of Applicant: \_\_\_\_\_

Address: \_\_\_\_\_ Phone #: \_\_\_\_\_

### FOR OFFICE USE ONLY

Approved:  Yes  No Date of Approval: \_\_\_\_\_

\$250 Damage Deposit Received (date) \_\_\_\_\_ Check # \_\_\_\_\_ Received by: \_\_\_\_\_

Security/Event Coordinator Pymt Rec. (date) \_\_\_\_\_ Check # \_\_\_\_\_ Received by: \_\_\_\_\_

Rental Payment Received (date) \_\_\_\_\_ Check # \_\_\_\_\_ Received by: \_\_\_\_\_

Certificate of Liability Insurance  Use of Premises-Release & Hold Harmless Agreement

Make payment payable to: **Fort Bend Community Church**

*Note: Copy to be given to applicant after approval. Original application to be retained in the church files.*



## FBCC Facility Use Agreement Policies & Fees —Nonchurch Groups

**Fort Bend Community Church** facility has been designed and built for the purpose of worship, bible study and biblical fellowship and education. With that in mind, the facility and grounds will be restricted for use by FBCC. However, from time to time the need may arise where an outside group might be allowed to lease a portion of space for a special event. FBCC recognizes that providing its physical facilities in support of other compatible non-profit organizations and programs can increase our outreach and ministry in service to God and our community.

Approval for such a request must come from the Facility Committee and the Senior Pastor. The Council Board of the Congregation of FBCC also reserves the right to accept or deny requests for use of FBCC facilities and to cancel or modify established agreements in the church's best interest regarding property management, requirements for use of the facilities for church activities and church relationships with governmental regulations.

At the same time, it is necessary that such use of facilities and equipment be controlled in the best interest of the church. The intent of this statement:

- To establish consistent requirements for nonchurch group use of our church facilities
- To define how the facility is used and to preserve the assets to the maximum extent possible

### Scheduling Your NonChurch Event

**Step One:** Contact the FBCC office at (281) 499-2131 to find out which dates the church building is available for your event and to obtain a Church Facilities Usage Application.

**Step Two:** Complete the Church Facilities Usage Application Form and submit it to the church office for pastoral/church council approval.

**Step Three:** Upon approval of your Church Facilities Usage Application, your event will be scheduled on the church calendar upon receipt of your completed Facilities Use Agreement contract **and refundable \$250 damage deposit**. *Requests will be honored on a first-come, first-serve basis as recorded on the church calendar*

Note: Your event date on the church calendar will be considered tentative until:

- The Facilities Use Agreement contract and deposit have been received
- All scheduling is subject to availability of facilities as determined by the church calendar. Nonchurch events can **be scheduled no less than 6 months** in advance and *FBCC has the right to reschedule any event due to unavoidable scheduling conflict.*

**Step Four:** If a FBCC event coordinator is required per the lessee and/or FBCC request, about six weeks before your event date, please contact your assigned FBCC event coordinator to finalize your event.

## Schedule of Fees for NonChurch Event

**Rental Fee:**

Sanctuary or Gym	\$ 250.00/hr
Fellowship Hall or A157	\$ 150.00/hr
Senior Center or A126-129	\$ 100.00/hr
Each single room classroom	\$ 25.00/hr/rm

\*\*\*4-Hr. Minimum Charge

Additional charges require if more setup/teardown time require

**Custodial Fee:**

Cleaning/restocking supplies	\$ 25.00/hr
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\*\*\*4-Hr. Minimum Charge

Additional charges require if more cleanup time require

**FBCC Event Coordinator:**

If request to be presence	\$ 150/Half-day event
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Additional charges require if more time needed (\$20/ additional hour)

**Security Services:**

This is mandatory for all nonchurch event	\$ 20.00/hr /officer
<i>1 officer required for up to 300 people</i>	
<i>2 officers required for up to 600 people</i>	

\*\*\*4-Hr. Minimum Charge

**Sound Technician Services:**

\$ 50.00/hr

AV operator must be approved by the FBCC AV coordinator

**Video recording/Presentation Graphics:**

Not available

*\*Due to hardship, a discounted amount may be applied upon approval by the pastoral/church council. Also, appropriate discounts will be applied based on ministries sponsorship/affiliation. Any discount or waiver granted represents an assumption of these fees by FBCC in support of the activities of the user groups.*

\*\* These services will not be discounted.

The event coordinator will schedule sound technician & security service **thirty (30) calendar days prior to event date.**

All fees listed above are to be paid to the event coordinator not earlier than six (6) months but at least **two (2) months** prior to event date. Church door will remain locked until payment paid in full **thirty (30) calendar days prior to event date.**

Any time spent over the pre-agreed event time frame will be subject to additional facility charges. Therefore, **all excess or final balance must be paid within five (5) business days after the event date.**

*Payment of fees or donations for use of our facilities may be paid in cash or by check. If a check is used, it shall be made out to **Fort Bend Community Church.***

**Damage deposit:** A \$250 refundable damage deposit is required to hold the event date on the church calendar.

It is the responsibility of the lessee to restore FBCC facility / equipment / etc. to its condition prior to rental. If not restore to prior condition, the damage deposit will not be returned. Any destruction of property will void your deposit. The lessee will be responsible for any damages that exceed the damage deposit amount.

**Event Postponed or Cancelled:** In such event and notice is given at least **30 days** prior to scheduled date, FBCC will issue a full refund. The refund will be mailed within **30 days** of cancellation notice. If FBCC cancels your event due to an unforeseen occurrence beyond its control, FBCC will refund all payment received except for security services if it will be too late to cancel the security services. FBCC cannot be held responsible for any damages caused by the cancellation.

FBCC reserves the right to modify, supplement, rescind, or revise any provision, benefit, or policy from time to time, with or without notice, as it deems necessary or appropriate. Please make sure all wedding signers understand their responsibility to read, understand, become familiar with, and comply with the standards that have been established in this package.

**Refundable Damage Deposit:** mailed within **30 days** or upon completion of damage assessment and receipt if all outstanding payment.

**Funerals and Weddings:**

The church facility is available at no charge to **members** for **funerals**.

**For weddings: see FBCC Wedding Policy.**

**For funerals: see FBCC Facility Guidebook.**

**Facility and Seating Capacity**

The following facilities with seating capacity are available providing the lessee comply with the FBCC Facility Use:

Facility	*Seating Capacity
Gym	700
Fellowship Hall	125
Chapel	225
A157	150
Senior Center	80
Single Meeting Room	20

\*The capacity of the facility is finite and local codes limit the number of people and vehicles here at any given time. This policy recognizes that fact.

**General Liability Insurance**

NonChurch lessees who expect more than 20 people must obtain General Liability Insurance of at least \$1,000,000 in which FBCC is listed as “additional insured” party. You must provide the church office with a certificate of Insurance at contract signing. Doors will not be opened if the office does not receive the certification.

## Regulations

Future permission to use church facilities depends, in part, on satisfactory compliance with requirements during the previous period of use.

1. All persons and groups desiring use of the church facilities and/or equipment for purposes that are not church related must sign an agreement with FBCC. The agreement acknowledges the group's intent to abide by these policies and to accept responsibility for any damages to the facilities and/or equipment.
2. User group must be an organization whose purposes and activities contribute to the welfare of the congregation. Further, user group's practices and beliefs must be compatible with the practices and beliefs of FBCC.
3. The objectives of the user group and the activities conducted on church property must not be in conflict with the mission of the church. FBCC reserved the right to refuse rental of our facilities to organizations and persons who are not in sympathy with our principles and values.
4. Unless specific exception to this rule has been granted in writing by the governing body of the church, outside groups using church property or facilities may not charge a fee or receive monetary remuneration for services rendered on church property, except to defray:
  - a) Church usage fees
  - b) Instructional expenses for materials and leadership
  - c) Organizational dues or assessments to meet group operating expenses.
5. An acceptable certificate of Liability Insurance must be provided by all outside groups using the facility.
6. No NonChurch events will be scheduled on church council meetings or during church-wide events and programs that would interfere with the church ministry.
7. Requests for use of the facilities and/or equipment are to be processed through FBCC event coordinator.
8. Regular Sunday activities will take precedence over all other requests for the use of the facility on that day as well as preparations on Saturdays for all Sunday activities. During the week FBCC program activities will take precedence over all other requests.
9. Refrain from use of irreverent language and discourteous actions.
10. Building use hours are **7 a.m. to 10 p.m.** Evening events will be concluded and the building closed by 10 p.m., unless special arrangements have been made.
11. User groups shall be held responsible for all loss or damage to church property during periods when they are using the facilities. Any personal or group property left on the church premises shall be at your own risk and only with prior permission from the Facilities Committee.
12. Permission to use church facilities or equipment shall not include liability on the part of the church for property damage or personal injuries resulting from user-group activities.
13. Youth groups using the facility and/or equipment must have adequate adult supervision. All children on church property must be under adult supervision.
14. No pets or animals are allowed on FBCC facility except for seeing-eye dog (Prior approval from FBCC event coordinator is required).
15. Please know that when you reserve an area of the church for your event, only those areas are reserved. Other events or activities may be going on anywhere on the church campus.
16. As you are decorating, please keep in mind that you **may not move anything** within the church without prior permission (stage equipment, chairs, hall decorations/furniture, etc.) from the FBCC event coordinator. There will be NO moving of pianos, organs and drums sets.

Our worship center has been designed as a beautiful space, appropriate for any service of Christian Worship. When planning decorations, please observe the following:

- Additional decorations should be designed to enhance the beauty of the chapel/gym.



- During special celebration or promotional times, the chapel/Gym may be decorated for these occasions. It needs to be understood that these will be visible at your reserved event.
  - The communion table may not be used for any purpose other than its primary symbolic function.
  - All decorations used for your event must be flameproof and shall not be attached to fixed portions of the facilities. FBCC facility may not be permanently decorated using any signs, symbols, etc., except as specifically approved by FBCC event coordinator (no tacks, glue, nails or pin of any kind allowed).
17. No temporary structure may be built inside or outside the facility without written approval by our Facility Team. This request should be submitted during Step Two when scheduling your event.
  18. All facilities are to be left in the same condition and set-up arrangement in which they were found. All decorations, staging, and equipment must be broken down and removed immediately following event. User groups will be responsible for leaving the facilities timely and in a condition that is comfortable for the next using group. For example, all furniture and equipment must be returned in its customary position, the kitchen left in clean condition, dishes washed and put away, floors swept, waste baskets emptied into the outside commercial trash bin, etc.
  19. No furniture, AV/sound/light/photo equipment, or kitchen items shall be added, modified, loaned out, moved, or removed without prior approval from the Media/Facility Deacons and church Facility Manager. User groups are responsible for set-up and break-down for all tables and chairs used at functions. All furniture shall be placed back in its original position unless prior arrangements have been made. Approval needed by the Facility Manager if any church furniture, AV/sound/light/photo needs to be moved around for the rental period.
  20. Certain furniture, AV, media and other equipment belonging to the church may be loaned for off-site use for **church ministry related events** at the discretion of the Media/Facility Deacons and the church Facility Manager. Church equipment will not be loaned for an individual or groups personal use. Official loan forms must be completed and turned in for approval at least a week prior.
  21. All loading and unloading of loaned equipment is the responsibility of the borrower.
  22. At no time shall equipment or facilities other than those covered by prior approval be used. For example, the church office and all equipments like church computers, copiers, overhead/video projectors will be off limit to external event usage unless prior arrangement made.
  23. A “Facility Use Agreement” must be drawn up between FBCC and the group/organization requesting to use the church facility. This Agreement must be signed by both parties. The Agreement will clearly outline the provisions of use of the church facility.
  24. Use of the facility before and after these times will be restricted to Deacon meetings and “All Church” functions (business meetings, seminars, etc.). Any exceptions to these times must be cleared through the church office in Bldg. 2. Please call 281-499-2131 for an appointment.
  25. All activities requiring special set-up should be included in the Building Schedule at least a week prior to the planned event. Late requests require additional forms and costs.

### **NonChurch Event Deliveries**

FBCC event coordinator must be advised of any scheduled deliveries made to the church before the scheduled event (i.e. pamphlets, props, etc.). All deliveries must be arranged during regular church office business hours. FBCC will not be responsible for items delivered.

### **Food**

Alcoholic beverages, liquors, or other non-physician-prescribed drugs will not be permitted on church property at any time. If evidence of alcoholic beverages is found during the time you are renting the facility or afterwards during cleanup, the return of your damage deposit will be forfeited.

**Reception and banquet may not be held at the church.** Request for its use and kitchen usage must be made and approved at the time of rental.

NO FOOD OR BEVERAGES in the **chapel and all carpeted facilities**. Any damage, cleaning or replacement costs due to food or beverage will be the renter's responsibility. **NonChurch event group: Please be mindful of food in the sanctuary...let those attending your event know that there is NO food or drink allowed!**

Smoking will not be permitted on church property at any time. All Fire and Safety ordinances as laid down by the City of Missouri City must be observed in order to use any part of the FBCC facility.

### **AV Operator/Sound Technician/Sound & other FBCC Equipments**

There will be additional charges for the use and operation of any audio or visual equipment owned by the church. Use of such equipment is allowed ONLY if request is made at the time of rental and a trained AV operator from our AV team is available to operate it. The event coordinator will make all necessary arrangements.

All equipment being brought in for use must be approved by the Media Deacon/facility Manager.

At no time shall equipment other than those covered by prior approval be used. For example, the church office and all equipments like church computers, copiers, overhead/video projectors will be off limit to external event usage.

### **FBCC Event Coordinator**

If the church or the NonChurch group request the service of a FBCC event coordinator, then he/she is required to be present to open the building prior to the scheduled event, turn on heating or air conditioning, coordinate in the setup and making sure the returning of church equipment to its proper storage or place of use, turn off all lights and see that the building is securely locked. This charge is showed in the Schedule of Fees.

FBCC event coordinator is happy to work with outside event consultants.

Please allow FBCC event coordinator to handle all details of planning your event as far as the church facilities usage, payments and reservation are concerned. Please do not call the church office to ask questions or speak to other staff regarding your event issues.

### **Event Security and Liability**

The church is not responsible for the security of personal items left unattended in the building. Permission to use church facilities or equipment shall not include liability on the part of the church for property damage or personal injuries resulting from the NonChurch group activities. NonChurch groups shall be held responsible for all loss or damage to church property during periods when they are using the facilities. Any personal or group property left on the church premises shall be at your own risk.

Please assign a person/team responsible for the securing of personal valuables.

We also require security service for your event which will be provided by a 3<sup>rd</sup> party source.

It is the responsibility of the NonChurch group to see that any equipment not belonging to FBCC is removed promptly after the event. And all areas used for the event returned to their normal condition. A NonChurch group representative (name and telephone number) will be responsible for seeing that these items are removed from the church. This person will also be responsible for any lost and found items to be picked up at the church. **FBCC assumes no responsibility for any property left on the premises before, during and after the event.**

### **Damage Assessment**

Damage to church property caused by the renter, any contractor, or employee of the renter, or any person attending the event for which the church was rented, will be charged to the renter. Any infraction of this agreement may result in loss of security deposit, denial of further use of the church premises, and/or cancellation of this contract.



**USE OF PREMISES  
RELEASE AND HOLD HARMLESS AGREEMENT**

I/We the undersigned authorized representative(s) of \_\_\_\_\_  
(Name of the Organization)  
of the city of \_\_\_\_\_, State of Texas, shall be using the building and grounds of  
**Fort Bend Community Church**, from \_\_\_\_\_ to \_\_\_\_\_ 20\_\_\_\_, for the purpose of  
\_\_\_\_\_, herein referred to as “the Activity.”

I/We understand and agree that neither **Fort Bend Community Church**, nor its Trustees, Representatives, Employees, or Agents may be held liable in any way for any occurrence in connection with the Activity which may result in injury, harm, or other damages to the undersigned or members of our organization and guests, invited or not.

As part of the consideration for being allowed to use your facility, building, and grounds as well as all appliances and fixtures in the Activity, I/We hereby assume all risk in connection with participation in the Activity. I/We further release **Fort Bend Community Church**, its Trustees, Employees, Agents, or Representatives for any damage which may occur while participating in the Activity. I/We further agree to save and hold harmless **Fort Bend Community Church**, its Trustees, Employees, Agents, or Representatives from any claim by the undersigned member of the Organization, their estates, heirs, or assigns arising out of our participation in any form or fashion of the Activity. I/We also authorize **Fort Bend Community Church**, its Employees or Agents to render or obtain such emergency medical care of treatment as may be necessary should any injury, harm, or accident occur while participating in the Activity.

I/We further state that I/We are authorized to sign this agreement: that I/We understand the terms herein are contractual and are not mere recital: and that I/We have signed this document of my/our own free act and volition. I/We further state and acknowledge that I/We have fully informed ourselves of the content of this affirmation and release by reading it before I/We signed it.

I/We have executed this affirmation and release on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signature \_\_\_\_\_

On behalf of (Organization) \_\_\_\_\_

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State of Texas  
County of Fort Bend

## FACILITIES USE AGREEMENT

THIS FACILITIES USE AGREEMENT (“Contract”) is made and entered into effective the (Day) day of (Month), (Year), by and between Fort Bend Community Church, hereinafter called “Lessor”, and (Name) having its principal place of business at (, Texas) hereinafter called “Lessee”.

- Premises:** Upon the terms, covenants, and conditions contained in the Contract, Lessor has granted to Lessee and Lessee has accepted from Lessor a right for Lessee to use and occupy space in that portion (hereinafter called “the Premises”) of the Lessor’s real property and improvements located at 7707 Highway 6 S, Missouri City, Texas 77459 (“Lessor’s Property”), located in the City of Missouri City, Fort Bend County, Texas, described as follows:

(Facility to be used for EVENT)  
along with available campus parking at Fort Bend Community Church will be available for (Event Name).  
(Name) will be the official representative for the Lessee and  
(Name) will be the Event Coordinator for the Lessor and will coordinate with Lena Yang, Church Administrator, or her designee(s) for the use of the specific space in the facility. FBCC, or its personnel, will not be responsible for the collection of any monies for registration, food service, ticket sales/collection, or product sales.

Lessee shall have reasonable rights of ingress and egress through the halls, passageways, lobbies and corridors subject to the terms and conditions of this Contract, including but not limited to Section 12 below, but Lessee shall acquire no other rights in any other part of the Lessor’s Property than in the Premises.

- Use of Premises:** Lessee represents and covenants that the Premises are to be used for the sole purpose of the (Event Name) and for no other purpose without the written consent of Lessor for a term of use as follows:  
Starting on (Date) (Time) and  
ending on (Date) (Time) provided that if any activity continues past the hour of, Lessee shall be required to pay all additional expenses resulting to Lessor from such overrun. Such expenses shall be reasonably determined by Lessor.
- Payment:** As consideration hereof and as payment for the right of use herein granted of the Premises, Lessee promised to pay Lessor the sum of (\$ AMOUNT) for the use of the facility but will be billed extra for any damages, overtime or expense incurred. Lessee further agrees to pay to Lessor on demand any and all sums which may be due Lessor for additional services. **The sum of (\$ AMOUNT) is due a minimum of 30 days prior to event date listed above.**
- Refundable Damage Deposit:** (\$ AMOUNT) is due at contract signing to secure Lessee’s promise to pay the cost of repairing any damages done to the Premises, furnishings or equipment of the Lessor’s Property; (b) replacing any chairs, partitions, portions of the floor, etc., which have been moved; and (c) fees for any additional services, including but not limited to fees, due and payable, Lessee will pay the

Lessor upon execution of this Contract for any damages incurred during the event, if applicable. If the event is cancelled prior to the term of this Agreement, the Damage Deposit will be returned. Post event, the Damage Deposit will be returned after completion of facility inspection.

5. **Monies Payable:** All sums of money which become payable to Lessor under this Contract shall be payable without demand to the Lessor. Acceptance by Lessor of a payment at later times or at any other places than herein stated under other similar contracts, no matter how many times repeated, shall not prevent Lessor without demand or notice from requiring strict compliance with the provisions hereof for the date and place of payment.
6. **Requirements of Insurance:** Lessee shall not bring or permit anyone to bring into or keep anything in or on the Lessor's Property that will increase the fire hazard or any rate of insurance carried by Lessor. Lessee shall not bring or permit any person to bring into the Premises any animals, or any other property of any kind without the written consent of the Lessor and shall not place or put up any decorations without the written consent of the Lessor. Lessee shall not bring or permit any person to bring onto or into the Lessor's Property any gasoline, fuels, oil flashlights or any other exhibits, or other things placed or permitted to be placed on or in the Lessor's Property without the Lessor's consent.

**No food or beverages of any kind are permitted in the Fort Bend Community Church Chapel or any carpeted area. The entire FBCC campus is a non-smoking area. An announcement to this effect to participants in the event would be appreciated.**

7. **Control of Premises:** In renting the Premises, Lessor does not relinquish the right to control the management of Lessor's Property and to enforce all necessary and proper rules for the management and operation of same. Lessor, through its employees and other representatives, has the right at any time to enter any portion of the Premises for any purpose and the entire Lessor's Property, including the Premises, is at all times under the charge and control of the Lessor, provided this shall not authorize or empower the Lessor to direct the activities of Lessee or assume liability for Lessee's activities.
8. **Security Personnel:** Due to the nature and size of this event, Lessor will provide uniformed security for the Event as detailed on Pricing/Guidelines addendum. Lessor will coordinate the details related to the providing of such personnel.
9. **Alterations:** Lessee will not cause or permit any nails or any other things to be driven into any portion of the Lessor's Property, nor cause or permit any changes, alterations, repairs, painting or staining of any part of the Premises or furnishings or the equipment thereof, nor do not permit to be done anything which will damage or change the finish or appearance of the Lessor's Property or the furnishings thereof. Lessee will pay the costs of repairing any damage which may be done to the Premises or any of the fixtures, furniture or furnishings thereof by any act of Lessee or any of Lessee's employees or agents or anyone visiting the Premises upon the invitation of Lessee including the attendee of the attraction or function for which Lessee hereby is leasing the Premises. The Lessor shall determine whether any damage has been done, the amount of the damage, and the reasonable cost of repairing it, and whether it is one for which, under the terms of this Contract, Lessee is to be held responsible. The Lessor's decision is final.
10. **Acceptance of Premises:** Lessee agrees that Lessee has examined the Premises prior to execution of this Contract and is satisfied with the physical condition of the Premises,



and Lessee's taking possession of the Premises shall be conclusive evidence of its receipt of the Premises in a safe and sanitary condition in good repair.

11. **Indemnity:** LESSEE IS RESPONSIBLE FOR ANY AND ALL CLAIMS AND DEMANDS ON ACCOUNT OF ANY INJURY OR DEATH, OR DAMAGE TO PROPERTY (INCLUDING, BUT NOT LIMITED TO, THE LESSOR'S PROPERTY) OCCURRING IN OR UPON ANY PORTION OF THE LESSOR'S PROPERTY LEASED OR USED BY LESSEE WHICH ARE CAUSED BY THE ACTS OR OMISSIONS OF LESSEE, ITS SUBLESSEES, OR THEIR RESPECTIVE EMPLOYEES, REPRESENTATIVES, SERVANTS, AGENTS, LICENSEES, OR CONTRACTORS AND THOSE CLAIMS ARISING OUT OF THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF LESSEE. LESSEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS LESSOR, ITS OFFICERS, DEACONS, MINISTERS, DIRECTORS, EMPLOYEES, AGENTS AND ATTORNEYS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION, PENALTIES, JUDGEMENTS AND LIABILITIES OF EVERY KIND AND DESCRIPTION (INCLUDING COURT COSTS AND REASONABLE ATTORNEYS' FEES) FOR INJURY TO AND DEATH OF PERSONS, AND DAMAGE TO AND LOSS OF PROPERTY WHICH ARE CAUSED BY, ARISE FROM, GROW OUT OF OR OTHERWISE RELATED TO LESSEE'S USE OR OCCUPANCY OF THE PREMISES OR FROM ANY BREACH BY LESSEE OF ANY TERM OR CONDITION OF THIS CONTRACT, OR FROM ANY ACT OR OMISSION OF LESSEE, ITS SUBLESSEES, OR THEIR RESPECTIVE EMPLOYEES, REPRESENTATIVES, SERVANTS, AGENTS, INVITEES, LICENSEES, OR CONTRACTORS.

LESSOR SHALL NOT BE LIABLE FOR INJURIES TO ANY PERSON OR ENTITY, OR FOR DAMAGES TO PROPERTY OWNED OR CONTROLLED, PERSON OR ENTITY, OR FOR DAMAGES TO PROPERTY OWNED OR CONTROLLED BY LESSEE, WHEN THE CLAIMS FOR DAMAGES OR INJURIES ARE INCIDENT TO ARISE FROM, OR ARE IN ANY WAY CONNECTED WITH LESSEE'S USE OR OCCUPANCY OF THE PREMISES OR ANY PORTION OF THE LESSOR'S PROPERTY, OR FOR ANY ACT OR OMISSION OF LESSEE, ITS SUBLESSEES, THEIR RESPECTIVE EMPLOYEES, REPRESENTATIVES, SERVANTS, AGENTS, INVITEES, LICENSEES OR CONTRACTORS.

HOWEVER, THIS CONTRACT SHALL NOT PROVIDE ANY RIGHT FOR ANY PERSON, FIRM, CORPORATION OR ASSOCIATION WHO IS NOT A PARTY TO THIS CONTRACT.

12. **Attorneys' Fees:** If Lessor is required to file suit to enforce or interpret any of the provisions of this Contract, Lessor shall be entitled to collect reasonable attorneys' fees, together with any and all other expenses Lessor may reasonably incur in connection therewith provided Lessor is successful in the outcome of such suit.
13. **Passageways:** No portion of the sidewalks, ramps, entries, corridors, passageways, vestibules, halls, lobbies, stairways, aisles, driveways, or access to public utilities of the Lessor's Property shall be obstructed by Lessee or used for any other purpose other than for ingress or egress from the Premises without the prior written consent of Lessor. The doors, skylights, stairways, or opening that reflects or admits light into any place in the building, including hallways, fire hose cabinets, corridors, passageways, radiators and house lighting appurtenances shall not be covered or obstructed by Lessee without prior written consent of Lessor.
14. **Property Left on the Premises:** Lessor reserves the right after termination of this Contract to remove from the Lessor's Property all effects of Lessee remaining and to store them wherever Lessee sees fit in Lessor's name, or at Lessor's option in the name

of Lessee, but at the cost, expense and risk of Lessee, and Lessor shall not be liable in any way to Lessee on account of so removing and storing these effects. For such additional period beyond the term of this Contract as any effects of Lessee may so remain in the Lessor's Property, Lessor shall be entitled to charge a reasonable sum per day which shall be determined by Lessor.

15. **Additional Charges:** Unless stated to the contrary elsewhere in this Contract, Lessor agrees at the time therein contemplated to furnish the Premises to Lessee lighted, heated, and cleaned.
16. **Care of Premises:** Lessee, at Lessee's own expense, shall keep the Premises in a safe, sanitary and sightly condition, in good repair, and shall restore and yield the Premises back to Lessor upon expiration or termination of this Contract in good condition and repair, ordinary wear and tear (and damage by the elements, fire, or act of God, or by other cause beyond the control of Lessee) excepted. If the Premises are not so kept by Lessee, Lessor may enter the Premises (without causing or constituting a termination of the privilege or an interference for the possession of the Premises by Lessee) and do all things necessary to restore the Premises to the condition required, including but not limited to, removal of signs, decorations, affixation devices and other things not removed by Lessee, its sub-lessees, or their respective servants, agents, employees, invitees, licensees or contractors charging the cost and expense thereof to Lessee.
17. **Insurance:** Prior to the time Lessee is entitled to any right of access to or use of the Premises, Lessee shall procure, pay for and maintain the following insurance written by company(ies) licensed in the State of Texas and acceptable to Lessor. The insurance shall be evidenced by delivery to Lessor of executed certificates of insurance and/or certified copies of policies as determined by Lessor. The insurance required by this Section is comprehensive general liability insurance with limits of liability for bodily injury and property damage of not less than One Million and No/100 Dollars (\$1,000,000.00) per occurrence and One Million and No/100 Dollars (\$1,000,000.00) in the aggregate for death or bodily injury. Lessor shall be named as an additional insured. The term of this insurance shall be for the duration of the term of this Contract, which includes the period from the right of access to set up through the end of the Event. Insurer(s) shall have no right of recovery or subrogation against Lessor, it being the intention that the insurance policy(ies) shall protect all parties to this Contract and be primary coverage for all losses covered by the policy(ies).
18. **Copyright Indemnification:** Lessee agrees to assume full responsibility for complying with the Federal Copyright Law of 1978 (17 U.S.C. 101, et seq.) and any Regulations issued thereunder including, but not limited to, the assumption of any and all responsibilities for paying royalties which are due for the use of copyrighted works in Lessee's performances or exhibitions to the copyright owner, or representatives of said copyright owner, and Lessee agrees to defend, indemnify and hold harmless Lessor, its officers, employees and agents, for any claims or damages growing out of Lessee's infringement or violation of the Copyright Law and/or Regulations.
19. **Waiver of Notice:** Lessee hereby waives all notice of any demand for rent, notice to quit, demand for possession and any and all notice of demand of any nature, which may or shall be required by any statute of the State of Texas relating to forceful entry and detention, of the landlord and tenant, or any other statute or by common law during the terms of this Contract.
20. **Assignment:** Lessee shall not assign this Contract, nor suffer any use of the Premises other than specified in this Contract, without the prior written consent of Lessor. Nor shall Lessee sublet the Premises without the prior written consent of Lessor. Lessee agrees to

ensure that any permitted assignee or sub-lessee will comply with all terms, provisions, covenants and conditions of this Contract. Assignment or subletting of this Contract shall not relieve Lessee from any of its obligations under this Contract.

21. **Recording:** Lessor acknowledges that all proprietary rights in and to the Event belong solely and exclusively to Lessee. Lessor shall not record by any means, including, but not limited to, photographs, video or audio taping, without the express written consent of Lessee, which consent may be withheld in Lessee's sole discretion. Lessee may allow Lessor to videotape the Event for historical purposes only, provided however, that Lessor shall not use such videotape for any other purposes whatsoever, including, but not limited to, promotional purposes, broadcast, sale or give-away without the express written consent of Lessee.
22. **Unlawful Use:** Lessee agrees that every employer, agent and sub-lessee connected with the purpose for which the Premises are rented shall abide by, conform to and comply with all laws of the United States, the State of Texas and all ordinances of the City of Missouri City, including, but not limited to, all rules or regulations of Lessor, including but not limited to, Lessor's no-smoking policy, and the requirements of the Police and Fire Departments, and will not do, nor suffer to be done anything on the Premises during the term of this Contract, in violation of these rules, laws or ordinances. If the attention of Lessee is called to such violation, Lessee will immediately desist from and correct the violation.
23. **Events of Default:** The following events shall be deemed to be events of default by Lessee under this Contract:
- a) Lessee shall fail to pay any installment of the rent herein reserved when due, or any other payment or reimbursement to Lessor required herein when due;
  - b) Lessee shall become insolvent, or shall make a transfer in fraud to creditors, or shall make an assignment for the benefit of creditors;
  - c) Lessee shall attempt to assign this Contract or sublet the Premises without the prior written consent of Lessor;
  - d) Lessee shall desert or vacate any substantial portion of the Premises during the term of this Contract; or
  - e) Lessee shall fail to comply with any term, provision or covenant of this Contract.
24. **Remedies:**
- a) Upon the occurrence of any such events of default described in Paragraph 23 of this Contract, Lessor shall have the option to pursue any one of the following remedies upon twenty-four (24) hour written notice to Lessee:
    - i. Terminate this Contract, in which event Lessee shall immediately surrender the Premises to Lessor, and if Lessee fails to do so, Lessor may, without prejudice to any other remedy which it may have for possession or arrearages in rent, enter upon and take possession of the Premises and expel or remove Lessee and any other person who may be occupying the Premises or any part thereof without being liable for prosecution or any claim of damages therefore; and Lessee agrees to pay to Lessor on demand the amount of all loss and damage which Lessor may suffer by reason of such termination, whether through inability to re-let the Premises on satisfactory terms or otherwise.
    - ii. Enter upon and take possession of the Premises and expel or remove Lessee and any other person who may be occupying the Premises or

any part thereof, without being liable for prosecution or any claim for damages therefore, and re-let the Premises and receive the rent therefore; and Lessee agrees to pay to Lessor on demand any deficiency that may arise by reason of such re-letting. If Lessor is successful in re-letting the Premises at a rental in excess of that agreed to be paid by Lessee pursuant to the terms of this Contract, Lessor and Lessee each mutually agree that Lessee shall not be entitled, under any circumstances, to such excess rental, and Lessee does hereby specifically waive any claim to such excess rental.

- iii. Enter upon the Premises without being liable for prosecution or any claim for damages therefore, and do whatever Lessee is obligated to do under the terms of this Contract, and Lessee agrees to reimburse Lessor on demand for any expenses which Lessor may incur in thus effecting compliance with Lessee's obligations under this Contract, and Lessee further agrees that Lessor shall not be liable for any damages resulting to Lessee from such action, whether caused by the negligence of Lessor or otherwise.
  - b) Pursuit of any of the foregoing remedies shall not preclude pursuit of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to Lessor hereunder or of any damages accruing to Lessor by reason of the violation of any of the terms, provisions and covenants herein contained. No act or thing done by Lessor or its agents during the term hereby granted shall be deemed a termination of this Contract or an acceptance of the surrender of the Premises shall be valid unless in writing signed by the Lessor. Lessor's acceptance of the payment of rental or other payments hereunder after the occurrence of an event of default shall not be construed as a waiver of such default unless Lessor so notifies Lessee in writing. Forbearance by Lessor to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default or of Lessor's right to enforce any such remedies with respect to such default or any subsequent default.
25. **Notices:** All notices required or permitted under this Contract may be given to a party personally or by mail, addressed to such party at the address stated below or to such other address as one party may from time to time notify the other in writing. Any notice so given shall be deemed to have been received when deposited in the United State mail so addressed with postage prepaid.
  26. **Successors and Assigns:** This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and, except as otherwise provided in this Contract, their assigns.
  27. **Matters not Covered:** Any decision affecting any matter not expressly provided for in this Contract shall be mutually agreed upon between both parties.
  28. **Venue:** The parties herein agree that this Contract shall be enforceable in Missouri City, Texas, and if legal action is necessary to enforce it, exclusive venue shall lie in Fort Bend County, Texas.
  29. **Force Majeure:** If the (a) Lessor's Property or any portion thereof shall be destroyed or damaged by fire or other calamity so as to prevent the use of the Premises for the purposes and during the periods specified in this Contract, or (b) if the use of the

Premises by Lessee shall be prevented by act of God, strike, lockout, material or labor restrictions by any governmental authority, civil riot, flood or any other cause beyond the control of Lessor, then this Contract shall terminate and Lessee hereby waives any claim against Lessor for damages by reason of such terminations except that any unearned portion of the rent due hereunder shall abate, or, if previously paid, shall be refunded by Lessor or Lessee.

- 30. **No Partnership:** Nothing contained in this Contract shall be deemed to constitute Lessor and Lessee partners or joint ventures with each other.
- 31. **No Waiver:** No waiver by Lessor of any default or breach of any covenant, condition or stipulation herein contained shall be treated as a waiver of any subsequent default or breach of the same or any other covenant, condition or stipulation hereof.
- 32. **Multiple Parties:** If more than one Lessee is named under this Contract, service of any notice on any one of the Lessees shall be deemed service on all of Lessees.
- 33. **Joint and Several Liability:** If more than one Lessee is named under this Contract, the obligation of all such Lessees shall be, and is, joint and several.
- 34. **Subordination:** This Contract is made subject to all applicable laws of the State of Texas.
- 35. **Governing Law:** This Contract shall be governed by and construed in accordance with the laws of the State of Texas.
- 36. **Scheduling:** All scheduling is subject to availability of facilities as determined by the church calendar. Events can be scheduled no less than **sixty (60)** days in advance and FBCC has the right to reschedule any event due to unavoidable scheduling conflict.

IN WITNESS WHEREOF, Lessor and Lessee execute this Contract to be effective as of the date and year first below written.

**LESSOR:**

Fort Bend Community Church

Sign: \_\_\_\_\_

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

Title: FBCC Event Coordinator

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**LESSEE:**

Company \_\_\_\_\_

Sign: \_\_\_\_\_

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

Title: \_\_\_\_\_

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.