

**THE ROCC (REGIONAL OUTREACH CHRISTIAN CENTER)  
FACILITY USE AGREEMENT**

It is the ROCC's desire that all patrons who periodically use our building, classroom, etc. The ROCC property (the "Facility") are able to enjoy the Facility. This agreement has been set in place to achieve that goal.

The person signing this agreement and the organization on whose behalf the Facility rental is being made (collectively the "Renter") are responsible for compliance with this agreement. All Renters are required to read and sign the Facility Use Agreement as part of the rental. Please read carefully, fill out Facility, Renter, and event sections, initial at the bottom of each page, and sign in the signature page at the end of this document.

**1. FACILITY INFORMATION**

The ROCC (Regional Outreach Christian Center)

437 North Main, Seymour, Missouri 65746

**2. RENTER INFORMATION**

Contact name \_\_\_\_\_

Tel.: Home \_\_\_\_\_ Work \_\_\_\_\_ Cell \_\_\_\_\_

Organization \_\_\_\_\_

Address, City, State, Zip \_\_\_\_\_

**3. EVENT INFORMATION**

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

Date of event \_\_\_\_\_ Estimated attendance \_\_\_\_\_

Time event begins (incl. set up) \_\_\_\_\_ Time event ends (incl. clean up) \_\_\_\_\_

Open to the public?    Yes    No    Will minors be present?    Yes    No

Admission fee charged? Yes    No    Will there be music?    Yes    No

Type of music \_\_\_\_\_

Will food be served?    Yes    No    Will food be sold?    Yes    No

No alcohol or smoking on premises at any time of rental.

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#### **4. CONDITIONS OF USE**

##### **A. RESERVATIONS**

1. Renters desirous of a Facility should make reservations well in advance of the intended date of use because demand for facilities is high and dates fill quickly.
2. A Facility is not considered rented until (1) Renter delivers to the ROCC the Facility Use Agreement, rental fee, deposit, and any other items deemed necessary by the ROCC; and (2) the ROCC, in its sole discretion, approves such rental in writing.
3. A person who is at least eighteen (18) years of age must sign this agreement.
4. Renter shall provide the ROCC Site Director or his/her designee with a single contact who is to serve as the representative for Renter's activities.
5. Renter shall be responsible for securing all required permits and licenses.
6. The facility shall be used for the purpose stated in this agreement and no other use will be permitted.
7. Renter shall not use the ROCC's name to suggest endorsement or sponsorship of the event without prior written approval of the ROCC site director or his/her designee. Renter's publicity of the event shall clearly and accurately identify the name of the sponsoring organization or individual.
8. Renter shall permit any ROCC officers, employees, or agents to visit the event described in this agreement.
9. Renter shall be responsible for picking up the key card to the Facility, if any, from the ROCC prior to the event. Renter shall return keys immediately following the event to the ROCC office.
10. Under no circumstances shall Renter sublease or allow any other organization or individual to use the Facility for the period for which Renter has contracted. Renter is an independent contractor and not the agent or employee of the ROCC.

##### **B. FEES**

1. The ROCC may require a rental fee and/or a deposit from Renter.
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2. Any person or agency holding a reservation for the use of the ROCC facilities and desiring to cancel such reservation may be subject to the withholding of a portion of or the entire rental fee for the Facility.
3. The ROCC may charge an additional amount of double the regular rental rate for any event continuing past the ending time stated in this agreement.
4. Renter is responsible for any lost key cards, and any costs that the ROCC might incur to replace and/or re-key the Facility.
5. In the event the Facility is left damaged, Renter shall be charged for any and all janitorial and/or repair fees incurred by the ROCC as a result of same and these fees shall be billed to Renter.

**C. INDEMNIFICATION AND INSURANCE**

1. Renter shall indemnify, defend, and hold harmless the ROCC, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with Renter's use or occupancy of the Facility and adjoining property, unless solely caused by the gross negligence or willful misconduct of the ROCC, its officers, employees, or agents.
2. Renter shall report any personal injuries or property damage arising at any time during and/or arising out of or in any way connected with Renter's use or occupancy of the ROCC's facilities and adjoining property to the ROCC Site Director or his/her designee, in writing and as soon as practicable.
3. Renter waives any right of recovery against the ROCC, its officers, employees, and agents for fires, floods, earthquakes, civil disturbances, regulation of any public authority, and other causes beyond their control. Renter shall not charge results of "acts of God" to the ROCC, its officers, employees, or agents.
4. Renter waives any right of recovery against the ROCC, its officers, employees, and agents for indemnification, contribution, or declaratory relief arising out of or in any way connected with Renter's use or occupancy of the Facility and adjoining property, even if the ROCC, its officers, employees, or agents seek recovery against Renter.

**D. SECURITY**

1. Renter is solely responsible for supervising all individuals at the Facility and adjoining property during the event. The ROCC is not responsible for
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providing this supervision. However, the ROCC may evict individuals from the Facility during the event if their conduct is not in the best interest of the public or is deemed to be detrimental in any way.

**E. SET UP / CLEAN UP / DECORATIONS**

1. Renter, caterers, bands, transportation of rental equipment, and related individuals and activities will not be permitted access to the Facility prior to or after the event time period. Renter shall be responsible for arranging access during the time requested for entry and exit of the Facility.
2. Renter shall not prepare or decorate the Facility prior to the event start time, unless Renter provides rental fees, and deposits for the time of the preparation and/or decoration.
3. Renter shall not drive or permit to be driven nails, hooks, tacks, screws, poles, stakes or other forms of fasteners into any part of the Facility and shall not make or allow to be made any alterations of any kind therein.
4. Renter shall be responsible for all clean up of the Facility, at the end of the rental. Renter shall pick up, bag, and remove all trash generated by all activity in any way connected with its use of the Facility, leaving the Facility clean and free of all trash and litter. Renter shall also leave all fixtures, if any, in good working condition.
5. Renter shall not store any equipment or materials at the Facility without the prior written approval of the ROCC site director or his/her designee.
6. Renter shall be responsible for any and all damage to the Facility and/or its contents during use. In the event damage occurs or excessive cleaning is necessary, Renter shall be charged for any and all janitorial and/or repair fees incurred by the ROCC as a result.

**F. EQUIPMENT / ACCESSORIES**

1. Renter shall not remove, relocate, or take ROCC property outside of the Facility for any reason without the prior written approval of the ROCC site director or his/her designee.
  2. Renter shall not use ROCC equipment, tools, or furnishings located in or about the Facility without the prior written approval of the ROCC site director or his/her designee.
  3. Renter shall not drive motorized vehicles on field or green space.
  4. The ROCC does not provide audio/visual systems, public address systems, spotlights, floodlights, or projectors. Renter, at its own cost, may bring these systems into the Facility for their use.
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5. Renter shall secure the approval of the ROCC before using audio/visual systems, public address systems, and live or recorded amplified music.

**G. MISCELLANEOUS**

1. Renter shall comply with all local, state, and federal laws and regulations related to the use of the Facility.
2. Renter shall not admit a larger number of individuals than can lawfully, safely, and freely move about the Facility.
3. Gambling of any kind is not permitted at the Facility
4. Smoking is not permitted at the Facility or on the grounds.
5. Alcoholic beverages are not permitted at the Facility or on the grounds.
6. No animals are permitted at the Facility, with the exception of guide dogs.
7. If Renter violates any part of this agreement or reports false information to the ROCC, the ROCC may refuse Renter further use of the Facility and Renter shall forfeit a portion of or all of the rental fee and/or the deposit.
8. The ROCC may impose additional requirements as deemed necessary to protect the health, safety, and/or welfare of the community.
9. Any person aggrieved by the ROCC's decision with respect to this agreement may appeal to the ROCC's site director and board in writing no later than five (5) days after the ROCC's decision has been communicated to the aggrieved party.
10. If any provision of this agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

IMPORTANT – READ  
BEFORE SIGNING

**I am an authorized agent of the organization submitting this agreement. The information provided in this agreement is true and correct. I have read and understand this agreement and agree to all of the aforementioned rules, regulations, and conditions of use.**

Signature \_\_\_\_\_

Print name \_\_\_\_\_

Organization \_\_\_\_\_

Address \_\_\_\_\_

Telephone: Home \_\_\_\_\_ Work \_\_\_\_\_

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THE ROCC USE ONLY

Rental fee \_\_\_\_\_ Deposit \_\_\_\_\_ Total paid \_\_\_\_\_

*Approved* \_\_\_\_\_

*Disapproved* \_\_\_\_\_

*Date* \_\_\_\_\_

*By* \_\_\_\_\_

Deposit returned \_\_\_\_\_

