

# **First (Park) Congregational Church Guidelines, Policies & Procedures Contract for General Building Rentals**

First (Park) Congregational Church (known as 'Park Church' henceforth) facilities are rented to business partners and Non-Profit Organizations. The following guidelines, Policies, and Procedures govern the use of the church's facilities. All rental activities must not interrupt the church's regular operations.

Park Church does not rent its facilities for political events, birthday parties, showers, filming of videos, or any event or meeting that may conflict with the beliefs or missions of the church. Park Church reserves the right to exclude any rental deemed to be a risk to church property or interest.

Park Church reserves the right, in its sole discretion, to amend or revise the guidelines, policies, and procedures.

## **Reservations - Deposits - Payments**

A tentative available date for an event does not confirm a reservation. A tentative reservation will be held for 7 days, and then released, unless a rental agreement is pending. A reservation will only be considered confirmed when park Church receives the total rental fee, plus this signed document, indicating that you agree to the guidelines, policies, and procedures outlined herein. Sanctuary and Chapel rentals are subject to additional booking requirements and require an appointment with the church's Events Coordinator for approval.

Payments must be received within fourteen (14) days of receiving this document, as well as returning it signed and dated. Failure to pay and return this signed document within fourteen (14) days will result in the loss of the reservation. Payment may be given by cash, check or money order. Credit card payments require the church finance departments approval. All checks and money orders should be made payable to First (Park) Congregational Church and mailed to:

**First (Park) Congregational Church  
Attn: Events Coordinator  
10 East Park Place NE  
Grand Rapids, MI 49503**

A single contact person must be designated in all matters regarding event arrangements. Only the designee indicated on this signed agreement may make changes to the event. All changes to original contracts must be made in writing at least two weeks prior to the scheduled event.

**Initial:** \_\_\_\_\_

## Right of Termination

In the event that Park Church, in its sole discretion and at any time, determines that any violation of the church's policies or applicable laws, ordinances, or regulations (including unruly conduct or risk to Park Church's property) is likely to occur with the use of its premises and/or equipment during the event, Park Church reserves the right to cancel or terminate the function at any time, including but not limited to a time when the event is in progress.

In such an event, Park Church shall retain all sums that have been paid. Any such determination shall be pursuant to Park Church's designated representative's sole discretion and shall be binding and final. Park Church shall not be liable to the client for any of the charges generated by, or any deposits made to, any vendor or other provider of services for the event.

**Initial:** \_\_\_\_\_

## Cancellations - Refunds

If the client requests a cancellation more than 30 days prior to the event date, the client will be refunded all monies paid to Park Church. If the client requests a cancellation less than 30 days prior to the event date, no fees paid to Park Church will be refunded. Cancellation of weddings is governed under the wedding contract.

**Initial:** \_\_\_\_\_

## Hours of Availability

Daytime Rentals: Monday - Friday, between 8:30am and 4:00pm

Evening Rentals: Monday - Friday, between 4:00pm and 11:00pm

Weekend Rentals: All day Saturdays (We do not rent space on Sunday's due to worship and various other church events following, unless the church Events Coordinator approves the rental)

Base rental includes the area specified by the church's Events Coordinator, tables, and chairs. Events must begin and end promptly at the times stated in this document. **THIS INCLUDES SETUP AND CLEAN UP TIME. Please plan accordingly.**

**Initial:** \_\_\_\_\_

## Spaces - Capacities - Rates

\*Non-Profit Organizations receive 25% off. Must provide proof of status.

<b>Space</b>	<b>Capacity</b>	<b>Rates</b>
Sanctuary (Requires Additional Contract)	600	\$100/hour
Chapel (Requires Additional Contract)	80 ( <b>Maximum</b> )	\$100/hour
Merriam Hall	Accommodates 105 guests at 15 round tables for dining or 150 guests with chairs only	\$100/hour (\$50/hour in combination of other space rental)
Spindler Dining Room	Accommodates 63 guests at 9 round tables for dining or meetings	\$100/hour (\$50/hour in combination of other space rental)
Allinder Commons and Lobby	Small space for meetings of 5 - 8 people (Note: This is a commons area, and privacy is not guaranteed here)	\$30/hour
Martenson Parlor	Accommodates 10-15 people in various seating sections	\$50/hour
Marion Hoag Room	Accommodates up to 15 people in a private meeting space, with a conference table setup, and counter space for small snacks/beverages.	\$50/hour
Kitchen - Addon ONLY (We do not rent the kitchen directly)	10-15 caterers and/or staff	\$100 Flat rate
Full Building Rental  (Excludes Church Offices, Church Open Business Office Space, and equipment. Inquire with Events Coordinator for more information)	Event Dependent - See Events Coordinator	\$2000/Five (5) hours

## A/V Options - Rates

Option	Rate
Projection System - Merriam Hall	\$40 - Flat
Projection System w/Laptop (Windows PC)	\$60 - Flat
PA System Only	\$25 - Flat
PA System - Sanctuary*	\$100 - Flat
Piano - Dining Room, Merriam Hall, Chapel**	Free

\* Space requires a sound technician to operate equipment. Technician provided by Park Church.

\*\* Requires prior approval from the head of the Music Department

## Security - Custodial

Daytime Rentals are charged a mandatory custodial fee. Daytime rentals are not required to have Security unless otherwise determined by Park Church's Events Coordinator or Ministerial Staff.

Evening Rentals are charged a mandatory custodial fee and a mandatory security fee. These fees will include 30 minutes before and after the event to ensure a safe entry and exit. Park Church Security acts as a greeter as well.

Weekend Rentals are charged a mandatory custodial fee and a mandatory security fee. These fees will include 30 minutes before and after the event to ensure a safe entry and exit. Park Church Security acts as a greeter as well.

Mandatory Fees	Cost
Custodial	\$17/hour
Security	\$28/hour
Dishwasher - Kitchen Add-On Only	\$20/hour

I understand the mandatory fees as outlined above:

**Initial:** \_\_\_\_\_

## Childcare

Park Church does not provide childcare or permit access to childcare spaces.

## Tobacco - Alcohol - Drugs

Park Church is a smoke, alcohol, and drug free campus. There is no smoking, alcohol, or drug consumption allow in Park Church or anywhere on its grounds, including the parking lot. Smokers should move to a city sidewalk, away from any building entrances.

**FAILURE TO COMPLY WILL RESULT IN THE CANCELTION OF YOUR EVENT  
AND NO REFUNDS WILL BE ISSUED!**

By initialing below, I indicate I fully understand and will abide by the Tobacco, Alcohol, and Drugs policy as outlined above:

**Initial:** \_\_\_\_\_

## Handicap Access

Park Church is handicapped accessible. Wheelchair accessibility is available via the buildings south (main) entrance. All ground floor rooms are accessible. The Sanctuary is accessible via elevator. Handicapped accessible restrooms are available on the ground floor.

## Parking

Parking in Park Church's lot is included free in all rentals. The maximum capacity is 125 cars and is first come - first serve. While we attempt to keep the lot clear for large events, there will be times that contracted parkers in already in our lot. Please plan accordingly for larger events, and let guests know to overflow into on-street parking, should the lot become full. Park Church does NOT guarantee availability. Vehicles are not permitted to park overnight, unless permission is otherwise granted by the church's Events Coordinator.

**Initial:** \_\_\_\_\_

## Decorations

Decorations are prohibited in all rooms, with the exception of round and/or buffer table center pieces. If using candles in centerpieces, client is responsible to have them enclosed in proper votive or hurricane jars.

Park Church décor is not removable. This includes, but is not limited to, artwork, banners, liturgical pendants, seasonal decorations, signage, furniture, etc.

**Initial:** \_\_\_\_\_

## Damages - Property

Clients will be held liable for any damage caused to Park Church's building, grounds, property, contents, etc., and will be billed for damages. The client understands they are liable for **ANY and ALL** damages caused by, but not limited to, their employees, volunteers, guests, and any third party contracted workers.

Park Church is not liable for the safety and security of any abandoned property left behind by employees, guests, clients, contractors, etc. Any items found by Park Church staff will be placed in Lost & Found in the church's main office. Park Church cannot guarantee the return of any lost or abandoned items.

Park Church is not liable for the safety and security of any vehicles, bikes, or other transportation devices, or their contents, while they are parked in the church parking lot, or stored on premise. Any abandoned vehicles will be towed at the owner's expense, as indicated by signage posted at the entrance and exit gates to the parking lot.

I understand and agree to the Damages - Property section outlined above:

**Initial:** \_\_\_\_\_

## Advertising

Please include the following statement in any/all advertising:

**“This event is a function of <Insert Group Name Here>. This event is not sponsored or produced by First (Park) Congregational Church, and any proceeds do not benefit First (Park) Congregational Church.”**

**Initial:** \_\_\_\_\_

## Confidentiality

This agreement is to remain confidential between clients and Park Church staff. This includes any and all rates/fee waivers for events. Clients who are found to have broken confidentiality will no longer be eligible to rent from Park Church.

I understand and agree to the Confidentiality section outlined above:

**Initial:** \_\_\_\_\_

# Standard Arbitration Agreement

1. Any dispute, controversy or claim arising out of or relating in any way to this contract, including without limitation any dispute concerning the construction, validity, interpretation, enforceability or breach of the contract, shall be exclusively resolved by binding arbitration upon a Party's submission of the dispute to arbitration. In the event of a dispute, controversy or claim arising out of or relating in any way to the contract, the complaining Party shall notify the other Party in writing thereof. Within thirty (30) days of such notice, management level representatives of both Parties shall meet at an agreed location in Grand Rapids, Michigan, to attempt to resolve the dispute in good faith. Should the dispute not be resolved within thirty (30) days after such notice, the complaining Party shall seek remedies exclusively through arbitration. The demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made after two years from when the aggrieved party knew or should have known of the controversy, claim, dispute or breach.
2. This agreement to arbitrate shall be specifically enforceable. A Party may apply to any court with jurisdiction for interim or conservatory relief, including without limitation a proceeding to compel arbitration.
3. The arbitration shall be conducted by one arbitrator. If the Parties are not able to agree upon the selection of an arbitrator, within twenty days of commencement of an arbitration proceeding by service of a demand for arbitration, the arbitrator shall be selected by a state/federal court judge in Michigan in accordance with the terms of this agreement.
4. The arbitrator shall have ten years of experience in Non-Profit Organizations and also shall have served as an arbitrator at least twenty (20) times prior to their service as an arbitrator in this arbitration.
5. The arbitration shall be conducted in accordance with the existing Commercial Rules of the American Arbitration Association.
6. The arbitration shall be conducted in Grand Rapids, Michigan.
7. The laws of the State of Michigan shall be applied in any arbitration proceedings, without regard to principles of conflict of laws.
8. It is the intent of the parties that, barring extraordinary circumstances, arbitration proceedings will be concluded within one hundred and twenty (120) days from the date the arbitrator is appointed. The arbitrator may extend this time limit in the interests of justice. Failure to adhere to this time limit shall not constitute a basis for challenging the award.
9. Except as may be required by law, neither a party nor its representatives may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

10. The Parties shall not be entitled to discovery in the arbitration except that any Party shall be entitled to request no more than 1000 pages of documents and to take three (3) depositions not to exceed three (3) hours for each such deposition. Any Party shall be entitled to depose any expert who will testify in the arbitration proceeding but shall pay the regular hourly rate of such expert during such deposition. In addition to the foregoing, any Party shall be entitled to take the deposition of a witness who will testify at the arbitration but who is unavailable to testify at the hearing to preserve such witness' testimony for the arbitration hearing.

11. The Parties shall exchange a copy of all exhibits for the arbitration hearing and shall identify each witness who will testify at the arbitration, with a summary of the anticipated testimony of such witness ten (10) days before the arbitration hearing.

12. The arbitrator shall have no authority to award punitive/consequential/special/indirect damages. The arbitrators shall not be entitled to issue injunctive and other equitable relief. The arbitrator shall award interest from the time of the breach to the time of award at the rate of 7.5% prejudgment interest under Michigan law.

13. The cost of the arbitration proceeding and any proceeding in court to confirm or to vacate any arbitration award, as applicable (including, without limitation, reasonable attorneys' fees and costs), shall be borne by the unsuccessful party, as determined by the arbitrators, and shall be awarded as part of the arbitrator's award. It is specifically understood and agreed that any party may enforce any award rendered pursuant to the arbitration provisions of this Section by bringing suit in any court of competent jurisdiction. The parties agree that the arbitrator shall have authority to grant injunctive or other forms of equitable relief to any party. This Section shall survive the termination or cancellation of this Agreement.

14. Each party shall pay its own proportionate share of arbitrator fees and expenses and the arbitration fees and expenses of the American Arbitration Association. The arbitrator shall be entitled to award the foregoing arbitration and administrative fees and expenses as damages in his/her discretion.

By initialing below, I indicate that I understand and agree to be bound by the terms of Arbitration as outline herein:

**Initial:** \_\_\_\_\_



# Signatory Page

I have read and understand the First (Park) Congregational Church Guidelines, Policies & Procedures Contract for General Building Rentals. I understand that non-compliance will result in the cancellation of my event and/or arbitration.

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
First (Park) Congregational Church  
Representative Signature

\_\_\_\_\_  
Date

## Church Use Only

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

Date of Event: \_\_\_\_\_ Group Representative: \_\_\_\_\_

Estimated Times: In: \_\_\_\_\_ am/pm & Out: \_\_\_\_\_ am/pm

Security Required: Yes / No

Custodial Required: Yes / No

Room(s) Requested:

- Sanctuary
- Chapel
- Merriam Hall

- Spindler
- Commons/Lobby
- Parlor

- Hoag Room
- Kitchen
- Full Building