

# **West Hunter Street Baptist Church**

**1040 Ralph David Abernathy Boulevard SW**

**Atlanta, Georgia 30310-1810**

**404-758-5563**

**Email: [infowhsbc@gmail.com](mailto:infowhsbc@gmail.com) Website: [whsbc.com](http://whsbc.com)**

## **Facilities Use and Rental Agreement Application Packet**

### **I. Facilities Rental/Lease Agreement Policy and Procedures**

### **II. Applications for Facility Use Agreement (Rental & Lease Agreement)**

**For the purposes of this agreement, the following definitions will be used:**

A member of West Hunter Street Baptist Church is defined as a person who joined the congregation and has made a financial contribution during the last 12 months.

A non- member is a person who does not meet the member criteria.

A 501(c)(3) or 502(c)(6) is a tax-exempt organization or group that has received this designation from the United States Federal Government. A copy of the designation may be required.

**All requests should be made in writing and submitted to the church office 15 days prior to the date of the event. Verbal requests will no longer be accepted.**

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### **Use of Facilities Application and Facilities Rental/ Lease Agreement Policy and Procedures**

1. Rental of the WHSBC facility will be limited to approved facility areas.
2. Facility Use, Rental, and Lease Request & Approval Process
3. Complete the Facility Use Policy & Rental/Lease Agreement Form to start the rental process and submit to the Church Office.

\*The refundable deposit will be required to secure the facility 7 business days in advance, with the signed and approved agreement.

\* Final payment is due 5 business days prior to the event.

### **A. Policy Statement for Facility Use, Rental and Lease Agreement**

1. The purpose of the Facility Use, Rental and Lease Agreement is to ensure that activities of the West Hunter Street Baptist Church (“WHSBC”) are utilized for meetings and activities which are recreational, social, educational, or civic in nature, offering services of interest and need to the community.

Interpretation of any facility policy shall be made by WHSBC Facilities Chairperson or designated representative.

2. WHSBC Facilities Use, Rental/ Lease Agreements are available to all individuals and groups that are compatible with our Church's Mission and core values.

3. Outside groups, non-profit organizations, and individuals are expected to pay the appropriate fees for use of WHSBC facilities as outlined in the rental use agreement fee matrix. This includes individuals for non-profit groups such as neighborhood associations, sports, dance, private schools, etc.

4. The WHSBC church calendar is maintained in the Church Office. Please check the calendar in person (or call the church office or church contact person) BEFORE publicizing any event, because rentals, weddings, memorial services, and other church events may also be scheduled. WHSBC is not responsible for any costs incurred by you due to advance scheduling of your event before a signed contract.

5. In the case of ongoing use, such as weekly or monthly rental or lease of facilities, WHSBC reserves the right to preempt the use of the facilities. In such cases at least two weeks' advance notice will be sent to the contact person for the group.

6. A deposit is required to reserve the facility for your event.

7. We require your signature on the form. Your signature as an individual or a representative of the group using the building constitutes an agreement to release WHSBC of all liability during or resulting from your scheduled event.

8. Please seek advice from the WHSBC representative before decorating. If you require access to the facility/building or room prior to your event to decorate, WHSBC will consider this rental time and the fee will be adjusted accordingly. Additionally, decoration time must be reserved on the church calendar to ensure the calendar is reserved for you. Decoration time is considered reserved time and is subject to facility fees.

9. WHSBC is not liable for personal stolen property or personal injuries sustained during rental hours or because of activities planned or conducted by you to prepare for an event.

10. Failure to abide by the policies defined in this agreement will result in the forfeiture of the security deposit and in some cases, as defined below will result in the termination of future events. If an event is terminated early by an WHSBC representative, due to non-compliance with this agreement, no event fees (including the security deposit) will be refunded.

11. Agreements and/or contracts shall not be transferred, assigned, sold, or sub-let.

## **B. Reservations**

1. It shall be the responsibility of the organization or individual making the reservation to see that unauthorized portion of the facility not be utilized, that the facility is vacated as scheduled and that all trash and other debris deposited in trash containers or otherwise removed.

2. Permission to use WHSBC facility is granted subject to the observance of these regulations by the applicant and anyone using the facility in connection with the applicant. Permits may be revoked for violation of these regulations either during the use of the facility or prior to the use of the facility.

3. Repeat reservations will be contingent upon care of the property, equipment and observance of approved rules and policies.

4. There may be times, particularly during holiday periods, WHSBC will need to ask ongoing users of the facility to either move their usage to another room or not have their event for a particular week.

## **C. Fees, Deposits and Refunds**

1. Payments must be made by cashier's check or money order. Cash transactions are not permitted. If a check is returned for insufficient funds, and additional charge of \$35.00 will be assessed. Checks may not be made payable to any individual. No personal checks will be accepted. If mailing, send to:

West Hunter Street Baptist Church  
Attention: Mr. Clarence Williams  
1040 Ralph David Abernathy Boulevard SW  
Atlanta, Georgia 30310-1810

2. All deposits must be paid 7 business days before the event upon signing and approving the agreement.

3. The remaining rental fees are due on or before the 7<sup>th</sup> day of the contracted month scheduled for the facility use.

4. Lease Agreement Contracts, if the "Balance Due" is not paid by 4:00 p.m. of the due date, the late fee of \$25.00 will be assessed.

If payment is not received by the 21<sup>st</sup> day of the month the event will be considered canceled, and all past dues fees and deposit will be required to reschedule the event.

5. When actual use of WHSBC facility exceeds the reserved rental period, the applicant shall be charged additional rental time as defined in the facilities fee matrix. These fees will be deducted from the security deposit, and/ or billed to the applicant if the security deposit has been exhausted.

6. Agreement/ Contract changes must be requested by contacting the WHSBC Office or representative where the application was filed, at least 14 days prior to the event date. Contract changes may warrant additional fees according to the fee schedule.

#### **D. Cancellations**

**1. Cancellations must be submitted by the applicant in writing. Date of cancellation receipts dependent upon when the notification arrives in the church office, not when the applicant sends it. The applicant should call the church office to confirm receipt of cancellation.**

#### **E. The Facility**

1. Rooms/ Buildings- Our facilities are available for rental by external organizations who agree to comply with the provisions of this agreement. This includes compliance with the maximum capacity restrictions by rooms. (2006-Georgia Code -25-2-13)

**FACILITIES-** Facility fixtures, furniture, landscaping, and equipment etc. shall be left in the same condition as they were prior to the activity. All materials brought into the facility must be removed.

**RULE OF LAW-** Users of the facilities shall observe, obey, and comply with applicable city, county, state, and federal laws, and regulations. This includes compliance with sign ordinances. WHSBC facilities shall not be used for the purpose of advancing any doctrine, political ideology, or theory which is subversive under the constitution of the United State of America. Violation of any portion of a facility contract may result in the loss of the security deposit.

**DECORATIONS-** Decorations may not be affixed (nailed, taped etc.) to the walls, doors, windows, window coverings, chairs, pews, carpet, brick, wood, painted surfaces, or hung from the ceiling. Advance written agreement from WHSBC property representative is required for any decorations or signs outside the building.

**PROHIBTED ITEMS-** No fireworks, sparklers, or similar items permitted. Fog machines or open flames, including candles, are not permitted at any WHSBC facility.

**FIRE ALARM-** If the facility fire alarm causes the Fire Authority to be summoned and it is determined the applicant and / or his/her guests were the cause, the full cost associated with the Fire Authority's services will be deducted from the security deposit. If the cost exceeds the cost of the security deposit, the applicant will be billed for the remaining cost of these services.

**GUM-** No gum is allowed in the gym or church sanctuary. If gum is found an additional fee of \$25.00 will be assessed per occurrence.

**PARKING-** Free parking is available on the premises for events and is included in part of your rental agreement. Only when the parking lot is utilized for storage of equipment will there be a separate charge according to the fee matrix.

**OPENING/CLOSING THE BUILDING-** A church representative will unlock and lock the building.

## **F. CUSTODIAL SERVICES and FEES-**

**LIGHTS-** Please be sure to turn off lights when you leave including restroom lights. In the event of power outage, the Exit signs will remain illuminated.

**HEATING AND AIR CONDITIONING-** During the walk-through of the rental agreement, information on heating and air conditioning will be discussed. All thermostats will be set at the appropriate temperatures, 65 degrees in the winter and 78 degrees in the summer; by the church custodian or church representative.

**SANCTUARY-** No food or drinks are permitted in the sanctuary.

**WINDOWS-** Remember to close and lock any windows that you have opened.

**CLOSING THE BUILDING-** Please keep in mind the security of the building as you exit and check and ensure all doors are secure and locked.

**SECURITY-** Facility users requiring security with law enforcement officials (security personnel) while on WHSBC premises are responsible for all expenses. This shall be a part of the contractual agreement with WHSBC during the event.

**INDEMNITY-** Facility users agree to hold harmless and indemnify WHSBC, its Board of Trustees, Officers, employees, representatives, and members (herein :Released Parties) from and against any and all liability, claims, actions, causes of action, losses, damages, demands, suits, judgments, cost, and expenses arising out of bodily injury (including death) to persons, damage to property, or financial loss, including, but not limited to, any and all costs, expenses legal fees and liabilities incurred in whole or part by a negligent act, error of omission of the facility user, or as a result of defective services.

**INSURANCE-** Facility users will procure and maintain general liability insurance. The certificate of insurance shall be provided to WHSBC upon request of the signed agreement. The facility user waives all rights including rights of subrogation, against the WHSBC and its respective officials, agents, and employees for damages covered by the insurance provided under this agreement.

**BACKGROUND CHECKS-** Facility users requiring background checks when working with minors, students, or WHSBC students will ensure each employee has undergone criminal background checks at the expense of the organization or individual.

**SOUND SYSTEM-** The sanctuary sound system is set for our weekly Worship Services and other church activities. Please request “WHSBC Media Ministry” in one –time rental agreement if you need the sound system for your events. An additional fee will be charged for the Sound System personnel.

## **G. Event Supervision and Supervision of Minors**

1. Applicants/ Facility Users must be present during the entire rental period and available for pre and post activity checklist with the WHSBC representative at our request.

2. WHSBC representatives/ employees may be assigned to permitted activities and shall have complete authority over the facility. Applicants may consult with the WHSBC personnel on duty during their use, regarding their needs, if any.
3. Groups composed of minors (defined for this agreement's purposes as individuals less than 21 years of age) shall always be supervised by at least by one adult per seven (7) minors.
4. Minors must remain in the rented facility room and shall not be allowed to roam unsupervised throughout the facility and/ or grounds.

## **H. Insurance, Liability, Loss, and Damage**

1. WHSBC shall not be liable for any injury to persons or loss or damage to property or individual property which occurs during the use of the WHSBC facility or when traveling to/from the WHSBC as part of the event or event preparation.
2. Applicants (individuals/ organizations) who rent the facility are financially responsible for any damages to personal property or loss of personal property, including WHSBC property. A fee equal to the loss of the property belonging to WHSBC will be charged to the applicant, in addition to a charge for staff time incurred. The fee will be deducted from the security deposit. If such charges exceed the security deposit it will be billed to the applicant. WHSBC reserves the right to pursue legal action and the applicant will also be responsible for fully reimbursing all legal fees and court costs associated with recovery of associated damages.

## **I. PROHIBITED ACTIVITIES**

1. No alcohol permitted in any WHSBC facility/ church campus, or any property owned by WHSBC for activities contracted using this agreement.
2. Smoking is prohibited within twenty feet from any door or entrance to the WHSBC facility.
3. No gambling allowed on the WHSBC property.
4. No weapons or guns permitted on WHSBC property.
5. Public activities for profit are prohibited (i.e., dances and bingo)
6. Political campaigns must follow applicable regulations.
7. Fire regulations prohibit any vehicles to block any driveways or entrance ways.

## **J. Facility Clean Up Procedures and Miscellaneous**

1. Stains from food or beverages that require professional cleaning, which result in additional expenses will be charged directly to the applicant (individual/ organization).
2. All decorations must be removed.
3. Any food, beverages or any other items left in the facility will be disposed of.
4. Please bring cleaning supplies, sponges, or towels to wipe down all surfaces. (Gym)
5. WHSBC staff is not allowed to sign for or accept deliveries.

6. Caterers hired by the applicant to work during facility rentals are required to follow provisions of this agreement.
7. No animals will be allowed in the facility except for companion animals.
8. All activities must comply with existing noise ordinances.
9. In case of a natural disaster or other force of nature prior to the contracted event date the security deposit will be refunded.

**K. Facility Fees Matrix for One-time Rentals**

The \_\_\_\_\_ monetary fee includes the cleaning of the rental space before and after the event. A deposit of 50% of the total Facility Use fee should be submitted with the signed agreement with the balance due 5 days before the start date.

Facility Rental	Church Member	Deposit	Non-Member	Deposit
Sanctuary Only	\$300.00	\$150.00	\$650.00	\$325.00
Kitchen and/ or Dining Room	\$350.00	\$175.00	\$650.00	\$325.00
Sanctuary and Dining Room	\$650.00	\$325.00	\$1300.00	\$650.00
J.R. Butts Fellowship Hall	No Charge		\$200.00	
Abernathy Activity Center	\$100.00	\$200.00	\$100.00 per hour	
	<b>Abernathy Activity Center Guidelines and Fees:</b> Additional service as requested: Sound \$125.00 <b>Church Member:</b> Deposit \$200.00 when agreement signed; Refundable fee of \$100.00, if facility is left clean. <b>Non-Member-</b> Minimum usage is two (2) hours; Deposit is \$300.00 or 50% (or whichever is greater) of the cost of the Facility Use and is due when agreement is signed. The cleaning of the facility is the responsibility of the renter.			

**NOTE: Usage of kitchen facilities not included in hourly rate above. Kitchen usage will require separate agreement using rates itemized in the one-time facility usage contract. Kitchen paper produces, food, and any kitchen amenities are not part of ongoing rental provisions.**

**APPLICATION FOR FACILITIES RENTAL / LEASE AGREEMENT  
AND**

**APPENDIX A**

**FACILITY USE AGREEMENT SCHEDULED DATES & TIMES**



## Applicant Required Information

### West Hunter Street Baptist Church Facility Use Agreement

1040 Ralph David Boulevard SW  
Atlanta, Georgia 30310-1810  
404-758-5563

Email Address: [infowhsbc@gmail.com](mailto:infowhsbc@gmail.com) Website: [whsbc.com](http://whsbc.com)

**Please fill in and complete all areas that are applicable.**

**Requested Date:** \_\_\_\_\_ **Start Time:** \_\_\_\_\_ **End Time:** \_\_\_\_\_ **Please Circle: Profit or Non-Profit**

I (We) request the use of the:  Main Sanctuary  Pettagruie Dining Hall  Butts Fellowship Hall  Abernathy Activity Center  
Name of Organization: \_\_\_\_\_

Person responsible for payment: \_\_\_\_\_ Email Address: \_\_\_\_\_

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

Phone Number(s): Home \_\_\_\_\_ Work: \_\_\_\_\_ Cell: \_\_\_\_\_

Type of Event (e.g., Birthday Party, Meeting Dinner, Reception): \_\_\_\_\_ Expected number of attendees: \_\_\_\_\_  
Chairs Needed? Yes  No  Number of chairs requested \_\_\_\_\_ Tables Needed? Yes  No  Number of tables requested \_\_\_\_\_

**Please Note: Linens will not be supplied.**

The \_\_\_\_\_ monetary fee includes the cleaning of the rental space before and after the event. A deposit of 50% of the total Facility Use fee should be submitted with the signed agreement with the balance due 5 days before the start date.

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J.R. Butts Fellowship Hall	No Charge	N/A	\$200.00	\$100.00
*Abernathy Activity Center	\$100.00		\$100.00 per hour	
<b>*Abernathy Activity Center Guidelines and Fees:</b> Additional service as requested: Sound \$125.00 <b>Church Member:</b> Deposit \$200.00 when agreement signed; Refundable fee of \$100.00, if facility is let clean. <b>Non-Member-</b> Minimum usage is two (2) hours; Deposit is \$300.00 or 50% (or whichever is greater) of the cost of the Facility Use and is due when agreement is signed. The cleaning of the facility is the responsibility of the renter.				

Note: Any items not belonging to the church will be stored for no more than 10 days. If arrangements have not been made to remove the items, WHSBC will dispose of the items at its discretion.

I(We) the undersigned agree to indemnify and hold harmless West Hunter Street Baptist Church, its officers, and members against any claims by third parties arising from conduct by the undersigned and/ or their guests during the use of West Hunter Street Baptist Church facilities under this agreement.

I(We) have read a copy of the West Hunter Street Baptist Church Facility Use Policies and Procedures and agree to the terms and total payment of \_\_\_\_\_ to West Hunter Street Baptist Church for the contractual choices made above.

\_\_\_\_\_  
Person(s) responsible for payments

\_\_\_\_\_  
Date

To Be Completed by West Hunter Street Baptist Church:		
Deposit Amount Paid:	Date Received:	Received By:
Balance Amount Paid:	Date Received:	Received By:

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### LEASE AGREEMENT

#### PARTIES

This Lease Agreement (hereinafter referred to as the "Agreement") is entered into on \_\_\_\_\_ (the "Effective Date"), by and between **West Hunter Street Baptist Church**, with the address of **1040 Ralph David Abernathy Boulevard, Atlanta, Georgia 30310**, (hereinafter referred to as the "Lessor") and \_\_\_\_\_, with the address of \_\_\_\_\_, (hereinafter referred to as the "Lessee") (collectively referred to as "Parties").

#### PREMISES, USE AND OCCUPANCY

The premises that are to be leased by the Lessor are located at \_\_\_\_\_ (address), \_\_\_\_\_. The premises are to be used for commercial purposes only.

#### TERMS and COMPENSATION

This Agreement will be valid for a period of \_\_\_\_\_. At the end of the Agreement's term, it will not be automatically renewed for a new term. The monthly lease to be paid by the Lessee to the Lessor is \_\_\_\_\_. It is to be paid by the Lessee before the first day of every month, so that the first lease payment is due on \_\_\_\_\_. Designated dates and times for lease agreement will be provide with the lease agreement on the attached form Appendix A for the church office.

#### FURNISHINGS

The premises leased under this Agreement contain the following furnishings:

\_\_\_\_\_  
\_\_\_\_\_

#### ADHERENCE TO POLICY AGREEMENT FOR FACILITY USE LEASE AGREEMENT

a. **I (We) or "the Lessee" undersigned agree to indemnify and hold harmless West Hunter Street Baptist Church, its officers, and members** against any claims by third parties arising from conduct by the undersigned and/ or their guests during the use of West Hunter Street Baptist Church facilities under this agreement. I agree to secure and pay for security for my organization as part of this lease agreement.

b. I (We) or "Lessee" have read a copy of the West Hunter Street Baptist Church Facility Use Policies and Procedures and agree to the terms and total contractual payment to be made payable to West Hunter Street Baptist Church.

#### LESSOR

Name: **West Hunter Street Baptist Church**  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

#### LESSEE

Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

**APPENDIX A**

**West Hunter Street Baptist Church**  
1040 Ralph David Boulevard SW  
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Email Address: [infowhsbc@gmail.com](mailto:infowhsbc@gmail.com) Website: [whsbc.com](http://whsbc.com)

**Facility Use Lease Agreement**  
**Organization/ Group Scheduled Dates and Times for Facility Use**

To be completed and signed by the lessee upon signing the lease agreement.

Facility Use Dates	Scheduled Times (Start and End Times)	Organization/ Event	Room(s)

Lessee agrees to adhere to the scheduled dates and times according to the lease agreement.

**Lessor**  
**Name:** West Hunter Street Baptist Church  
**Signature** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**Lessee**  
**Name:** \_\_\_\_\_  
**Signature:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

