



Rental Instruction and Reservation Form

Millersville Brethren in Christ Church (Millersville BIC) is blessed with a useful facility. The following Instructions, Reservation Form, Acknowledgement and Release, and Terms and Conditions are intended to set forth a framework for using and enjoying the facility for God's purpose. The complex is meant to be used and enjoyed for worship, ministries, Christian education, outreach, missions and social events. Intended activities should be in keeping with scriptural understanding, the ethical beliefs, and the practices of the congregation. Please read each document carefully; the Instructions, Acknowledgement and Release, Reservation Form, and Terms and Conditions assure that the building is kept neat and orderly and that the responsibilities of users and event sponsors are clearly communicated.

Instructions for Reservation Requests for Use of Millersville Brethren in Christ Church

- **Requests for a reservation form** may be made through the church office either by phone or in writing. Completed reservation forms must be submitted to the church office and will be reviewed by the church administrative assistant. A reservation will be considered secured, and Agreement accepted by both parties when Millersville BIC issues a written confirmation and such confirmation is received by the applicant. Each group requesting a reservation will designate an individual as the responsible contact person. The facility may be reserved up to one year in advance. If the group decides to cancel an activity, the church office is to be notified at least ____ days prior to the reservation for the group not to lose all of its deposit. Rentals will be subject to the Acknowledgement and Release, Reservation Form rates, and Terms and Conditions attached hereto, and are subject to change upon written notice. Millersville BIC reserves the right not to rent the facilities to any person(s) or organization. Groups must present proof of insurance and all participants must sign a liability release prior to using the facility.
- **Payment Policy:** Fifty percent of the total rental payment is due as a deposit within three (3) days of the issuance of the written confirmation of the reservation. The remainder of the payment, or balance payment, will be due one week prior to the scheduled event. These payments are to be made out to Millersville BIC and given to the office secretary on the dates and in the amounts indicated on the fee schedule below. The fifty percent (50%) initial deposit is non-refundable. The fees for the audio technician are to be paid directly to the technician at the time of the event and are not included in the rental payment due to Millersville BIC. If either the deposit or balance payment is not received according to the above, Millersville BIC reserves the right to cancel the reservation or require further assurances from the applicant before allowing the rental to continue.
- **Please carefully read** this Instructions page, Acknowledgement and Release and Terms and Conditions below. After reading those pages and fully understanding the requirements and obligations for renting Millersville BIC facilities, complete and sign the below Reservation Form and Acknowledgment and Release. Please remember that in addition to the applicant signing the Acknowledgment and Release, all attendees, participants, or guests, as the case may be, each must complete and sign the release at the bottom of the Acknowledgment and Release page before such persons may enter Millersville BIC property.



Millersville BIC Church Reservation Form

Community Building:

The building consists of these areas for use:
"house" area, large room area, and game room area.

****KITCHEN MAY BE USED FOR NON-COOKING USE ONLY. ****

Community Building	\$280 for 3 hours \$25 for each additional hour
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Other:

Church Building Facility: Check those areas that you would like to use.	Fee
<input type="checkbox"/> Sanctuary	\$390
<input type="checkbox"/> Fellowship Hall (includes non-cooking use of kitchen & room preparation)	\$280 for 3 hours \$25 for each additional hour
<input type="checkbox"/> Kitchen (8 hours)	\$130
<input type="checkbox"/> Audio Technician (paid directly to technician)	\$100

Name of Group/Organization/Person _____ ("Renter")

Name of Person Requesting _____ Date of Use _____

Address _____

Telephone _____ Email _____

Event Description _____ ("Event")

Time of Arrival (including set-up time if applicable) _____

Time of Departure (including clean-up time if applicable) _____

[illegible]

Please list specific needs such as number of tables and chairs:

The 50% nonrefundable deposit is required at time of reservation. Upon receipt of your deposit and signed form, and upon approval of your request, a copy of the completed form will be forwarded to you.

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Office Use

Rental Fees: _____

Other Fees: _____

Total: _____

Deposit Due: _____ (Date: _____)

Balance Due: _____

[illegible]

Applicant Acknowledgement, Authorization, and Release

I am an authorized representative of the organization or group named in this agreement or the individual responsible for the Event and its attendees, participants, or guests. This certification applies if there will be any minors involved in any of the activities at Millersville Brethren in Christ Church (Millersville BIC). I hereby certify that everyone who will be involved in those activities complies, and will be in compliance at the time of those activities, with all applicable laws and regulations related to minors, especially all requirements for criminal and child abuse background checks, including those required by Act 153 of 2014, *as amended*. No one who is non-compliant will be allowed to participate in any of the activities at Millersville BIC. I make this certification intending to legally bind myself and the organization or group and with the above warranty and representation with the understanding that, in the event that a false statement regarding the above is made, Millersville BIC reserves the right to pursue any remedy it may have available to it in law or equity.

I have read the above information and the Terms and Conditions attached to this reservation form and agree to adhere to the requirements for use of Millersville BIC Church and property once my reservation is confirmed.

Signature of Applicant: _____ Date: _____



Liability Release Form

Between Millersville Brethren in Christ Church (Millersville BIC), Lancaster, PA **And**
(Name of attendee, participant, or guest, and Legal Guardian if under 18 years old)

_____ (“I/Me”)

Type of Activity and Group Name: _____ (“Group”)

By signing this form, I, for myself and/or child, understand that I am responsible for following all rules and provisions in this Liability Release Form, the Terms and Conditions attached hereto, and any other rules communicated to me by Millersville BIC or the person in charge of the Group. I, and/or my child, agree to follow all applicable laws, and any rules established by the Group or a governing body overseeing the Group, and I recognize that even if I follow those rules, that certain activities are of such a nature that my, and/or my child’s, participation in the activity may result in damage or harm to property or person, including, but not limited to, serious bodily injury or death. By signing this Liability Release Form, I, for myself and/or my child, understand and recognize the risks I take by participating in the above Event, and, pursuant thereto, waive and hereby release any claim for any and all harms, injuries, losses, and damages of any kind whatsoever, including special or consequential damages, that I may have against Millersville BIC as a result of participating in or attending the Event.

Date and time of rental: _____

Signature

Print Name

Terms and Conditions

1. It is understood and agreed that the services to be supplied are as described on the preceding pages. It is further understood that, upon the acceptance of the above Reservation Form and written reservation confirmation by Millersville BIC to Renter, each party shall be bound by the requirements and obligations in the above Reservation Form and Acknowledgement and Release, which are herein incorporated by reference, and these Terms and Conditions (collectively the “Agreement”). Renter agrees that this Agreement is for the type of Event as described in the Reservation Form, and the type of Event may not be changed without the advance written consent of Millersville BIC.
2. A firm count of the number of attendees, participants, or guests, as well as any specific needs of the Renter (number of chairs, tables, audio/visual equipment needed, kitchen use, etc.) must be furnished to Millersville BIC one week before the date of the Event, unless otherwise mutually agreed to in writing.
3. Upon the signing of this Agreement, the stated Rental Fee deposit must be paid or no guarantee can be given as to the availability of the date. THIS DEPOSIT IS NON-REFUNDABLE. Renter shall pay the remainder of the Rental Fee at the time and in the amount indicated on the reservation form above.
4. Whenever a license or permit is required for Renter’s Event, such license or permit shall be procured by Renter at its expense from the proper authorities. A photocopy of said permit or license shall be given to Millersville BIC at time of fifty percent (50%) balance payment. Renter agrees to abide by all applicable laws, ordinances, regulations, or other rules that may apply to it, its activity, or its attendees,



participants, or guests.

5. Renter shall exercise due care when on Millersville BIC property and refrain from damaging the property, building, and contents therein, and Renter shall cause its attendees, participants, guests, and vendors to do the same. Renter shall only serve food and beverages in the Fellowship Hall and Community Building, as designated by Millersville BIC, and otherwise only use the portions of Millersville BIC that are subject to this Agreement. Renter shall not attach objects to floors, walls, or similar portions of Millersville BIC property that would leave a mark or cannot be removed in a manner in which it appears that nothing was ever attached to a floor, wall or similar item as the case may be.
6. Renter agrees that it shall abide by the following rules when on Millersville BIC property: 1. No alcoholic beverages on or in any Millersville BIC property, 2. No tobacco use in any building, 3. No games of chance, 4. No food preparation outside of the kitchen, 5. The Event must be supervised by an adult 21 years of age or older, 6. Children must be actively supervised and children under 12 must be supervised by an adult while using the game room, 7. No use of foul or abusive language, 8. Only a Millersville BIC audio tech may operate the audio system and related equipment, 9. In the event of an emergency, Renter must call the trustee identified in this Agreement.
7. Renter agrees that to the extent that this Agreement obligates Renter to do something or refrain from doing something, Renter also agrees that it shall be responsible for ensuring that those obligations are equally followed and observed by any person or entity that Renter allows onto Millersville BIC property or that attends or attempts to attend Renter's Event.
8. Renter shall be responsible for any injuries or damage to guests of Renter, which include anyone on Millersville BIC property with permission of Renter or seeking to participate in Renter's Event, or to such guest's or vendor's property or equipment, and Renter shall also be responsible for any damage to or loss of property of Millersville BIC or its invitees that is caused by Renter or by guests or vendors of Renter. In the event of damage or loss caused by Renter, or its guests or vendors, Renter agrees to pay the full cost of repair or replacement, as Millersville BIC may elect, plus interest at 1.5% per month, and collection costs (including actual attorney's fees) until paid in full. Millersville BIC is not responsible for any loss of or damage to property of Renter or Renter's guests unless such loss or damage was caused by the gross negligence of employees or volunteers of Millersville BIC. RENTER HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS MILLERSVILLE BIC FROM AND AGAINST ALL CLAIMS, DAMAGES (INCLUDING ACTUAL, COMPENSATORY, INCIDENTAL, AND PUNITIVE DAMAGES), SUITS, AND LIABILITY ARISING FROM RENTER'S OR ITS GUESTS' OR VENDORS' CONDUCT OR PRESENCE ON OR AROUND MILLERSVILLE BIC PROPERTY, INCLUDING, BUT NOT LIMITED TO PERSONAL INJURY, DEATH, AND PROPERTY DAMAGE.
9. Millersville BIC shall not be held responsible for any materials, equipment, or belongings left unattended, during or after the Event, by third party vendors not contracted by Millersville BIC, guests of Renter, or Renter. For example, without intending to be exhaustive by these examples, mats, tables, displays, and disc jockey equipment are to be removed by their respective vendors or owners in a timely manner. Millersville BIC cannot remove or transport any vendor's equipment. If not timely removed, Renter will be responsible for removing any vendor, guest, or third-party material if directed by Millersville BIC.
10. Renter shall clean up and remove all materials, equipment, belongings, and similar items used during the rental before the expiration of the rental, and shall leave the Millersville BIC property in the same condition at the end of the rental as it was found at the beginning of the rental. These actions shall include, but not be limited to, placing trash in the proper receptacle and then placed in dumpster and turn all lights off. If Renter fails to remove its materials or clean Millersville BIC property to the condition described above, Millersville BIC shall have the right to charge as an additional fee the actual costs of removing materials or cleaning the property. Renter shall immediately report to Millersville BIC any personal injury or property damage that arises out of Renter's rental.



11. Renter shall not, nor any of its attendees, participants, guests, or anyone else it permits on to Millersville BIC property, use kitchen items such as paper supplies or any other items and spaces identified by Millersville BIC before or during the Event that may not be used by Renter during the Event.
12. The person executing this Agreement must be twenty-one (21) years of age or older. Where the Renter is a corporation, unincorporated association or partnership, this Agreement shall be binding on such legal entity and the person executing it must be authorized to do so on behalf of such organization. If the Renter will host or allow other persons to attend the Event, Renter must require that each attendee, participant, or guests of the Event, or their legal parent or guardian if a minor, sign the liability waiver attached to this Agreement, and furnish copies of each to Millersville BIC before those persons may attend or participate in the Event.
13. Renter shall procure and maintain general liability insurance against 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 use or occupancy of Millersville BIC's property in the minimum amount of \$2,000,000 (two million dollars) per occurrence. Renter shall provide proof of the above insurance prior to the Event, and if a copy of the insurance certificate is not on file prior to the Event, Millersville BIC may deny access to the property.
14. Any materials used by Renter for or during the Event shall be non-infringing of the rights of others. For any music, audio, video, or other creative work, all relevant rights for use must be obtained in writing from the work author or rights holder prior to the Event. Renter indemnifies and holds harmless Millersville BIC from and against copyright infringement, trademark infringement, and any other intellectual property rights claims arising from Renter's Event.
15. Renter waives any right of recovery against Millersville BIC, 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 Millersville BIC property and adjoining property, even if Millersville BIC, its officers, employees, or agents seek recovery against Renter.
16. Under no circumstances shall Renter assign this Agreement or otherwise allow any other organization or individual to use the Millersville BIC property for the period for which Renter has contracted. Renter is an independent individual or organization and not the agent or employee of Millersville BIC.
17. Millersville BIC will, in good faith, provide all items and services agreed upon, but with prior knowledge of Renter and at a reasonable price, reserves the right to make substitutes with a similar item or service for any item or service not readily available through regular channels. Furthermore, Renter agrees to hold Millersville BIC harmless and that Millersville BIC shall not be in breach of this Agreement for failure to provide any goods or services promised hereunder, including the rental itself, as a result of events beyond Millersville BIC's control including, but not limited to, inclement weather, natural disaster, epidemic or pandemic, whether or not formally declared, strike, insurrection, government order, or casualty.
18. Renter has read and shall abide by Millersville BIC guidelines above and any other reasonable written or oral instruction separately given, and as amended from time to time by Millersville BIC.
19. The entire amount due Millersville BIC shall be paid by check, cash or appropriate credit card as provided for under the guidelines above. Should additional charges be incurred at the Event, they are due and payable no later than 24 hours after the end of the Event.
20. Millersville BIC regularly uses its property for Millersville BIC programs, and those programs and uses always take priority over Renter's use. Millersville BIC endeavors to schedule Millersville BIC uses so as not to conflict with rental uses arranged well in advance; however, in Millersville BIC's sole discretion, Renter's use of the property shall always be subject to possible cancellation or rescheduling if Millersville BIC own use conflicts with Renter's use. Millersville BIC will provide not less than 72-hour advance notice to Renter of any cancellation or rescheduling of Renter's use due to a conflict with any Millersville



BIC use, which is the latest period Millersville BIC is capable of providing notice given the above constraints. Notwithstanding anything else to the contrary in this Agreement, if Millersville BIC must cancel Renter's Event, Millersville BIC will issue a full refund of any payments made to it by Renter.

21. Renter shall bear all legal fees, court costs and reasonable attorney's fees involved in the collection of overdue invoices, plus interest at 1.5% per month on any balance remaining after one week following the end of the Event, until paid in full.
22. This Agreement constitutes the entire contract between Renter and Millersville BIC. Modifications to this Agreement are effective only if made in writing and signed by the party to be charged.