

# APOSTOLIC FAITH OCEANSIDE, NY EVENT SPACE RENTAL AGREEMENT

## LICENSE AND TERMS OF USE

Apostolic Faith Church Oceanside ("AFCO") is pleased to enter into this Agreement with \_\_\_\_\_ ("Renter") on this \_\_\_\_ day of \_\_\_\_\_, 20 (the "Effective Date") for Renter's use of the Facilities, for the event \_\_\_\_\_ subject to the following terms & conditions:

### 1. Limited, Revocable License

AFCO grants to Renter, and Renter accepts, a limited, revocable, license to use the Facilities solely on the Event Dates, and during the Event Hours, subject to the terms and conditions as agreed upon below.

### 2. Fees; Deposits

Renter shall pay to AFCO \$\_\_\_\_\_ USD upon the execution of this Agreement for use of the Facilities. The balance of the **Rental Fee is due no later than 1 month prior to the event date.** Deposit Amounts: \$700 per hall.

### 3. Cancellations

AFCO recognizes that plans can and do change, sometimes on short notice. If there is a change in client's plans, e.g. cancellation or postponement of the event, AFCO will take reasonable steps to book a substitute event or events and/or make other alternative arrangements. In the event, however, AFCO is unable to do so, in whole or in part, it reserves the right to retain up to any and all amounts paid or due as of the date of receiving notice of the change.

### 4. No Warranty

The Facilities are provided "AS IS", "WHERE IS" and without warranty as to the suitability of the Facility for Renter's intended use. Renter shall be responsible for the repair and/or replacement of the Facilities to the extent such repair or replacement is the result of Renter's (or its agents, contractors, employees, invitees, or subcontractors) negligence, misconduct, misuse, abuse, or breach of the terms and conditions of this Agreement. Renter shall delivery the Facilities to AFCO in as good condition as when received by Renter, ordinary wear and tear excepted.

### 5. Indemnification

Renter agrees that it shall indemnify, defend and hold harmless AFCO and its employees, officers, trustees, and Director, from and against any and all damage, loss, claims, suits, demands, actions, fines, damages, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees) arising out of or in connection with damage to property or injury to persons (including death) which arise out of Renter's use of the Facility, including any acts or omissions of Renter, its agents, contractors, employees, invitees, servants or subcontractors. Renter shall provide AFCO immediate notice of any injury or damage to persons or property in, to or around the Facility of which it is aware.

### 6. Right of Entry

AFCO, and those persons authorized by it, shall have the right to enter the Facility at all reasonable times for any reasonable purpose, as well as at any time in the event of emergency involving possible injury to property or persons in or around the Facility.

**8. Weather**

**A. APPROACHING WEATHER**

If the weather looks threatening (imminent rain, rain, looming thunder clouds, dangerous winds capable of damaging property) AFCO reserves the right to protect its own equipment and property by canceling the event. AFCO reserves the right to delay set-up or pause the event until suitable weather conditions exist. It is at the discretion of AFCO to decide whether the event will be called off due to inclement weather. Should we decide to cancel, read section 8B.

**B. WEATHER POLICY**

AFCO reserves the right to delay set-up or pause the event for up to one hour until suitable weather conditions exist. If inclement weather prevents the completion of the event, where less than 50% of the 5hr contract has been fulfilled (less than 4hrs from arrival of client or guests) then AFCO guarantees the Renter one make-up event within nine months of the original event date, depending on availability. One fee will be charged for the make-up event:

- 1. a \$500 weather related cancellation fee to cover employee time. No refunds will be made for the initial payments. Note: This weather policy is subject to change.

**9. Miscellaneous**

**A. ENTIRE AGREEMENT; GOVERNING LAW:** This Agreement, together with any exhibits attached hereto, contains the complete agreement of the parties concerning the subject matter, and supersedes any prior oral or written understandings, representations, or agreements pertaining thereto which have not been incorporated herein. This Agreement shall be construed and governed by the laws of the State of New York, without regard to its conflicts of law provisions.

**B. NO AMENDMENT:** No amendment or modification to this License shall be binding upon AFCO unless same is in writing.

**C. LICENSE ONLY:** This Agreement shall be deemed to create only the relationship of licensor-licensee between the parties and shall, in no event, be deemed to create any other relationship, including without limitation landlord-tenant, principal-agent, master-servant, employer-employee or partner-joint venturer.

**D. NO ASSIGNMENT:** This Agreement is for the sole benefit of the Renter and AFCO, and Renter may not assign or transfer its obligations or rights under this Agreement. Any assignment or transfer contrary to the provisions of this paragraph shall be null and void.

**E. ENFORCEMENT:** Renter shall be responsible for all costs, expenses and reasonable attorneys' fees incurred by AFCO in enforcing this Agreement in the event AFCO prevails in any such enforcement.

**I. FEE SCHEDULE**

LICENSE FEES (4 hours per event):

	<b>Saturday &amp; Holiday</b>	<b>Friday &amp; Sunday</b>	<b>Monday-Thursday</b>
<b>Peak Season</b> April-June, September, October	\$800	\$750	\$700
<b>Regular Season</b> March, July, Aug, Nov	\$750	\$650	\$625
<b>Off Season</b> December & January, February	\$700	\$650	\$600

FEES INCLUDE: 125 white structure chairs, 20- 60" round tables and 5- 30" cocktail tables.

**EXTRA RENTAL ITEMS:**

- Hall Cleaning Fee: \$150 (non-refundable)
- Events Center: \$800
- Fellowship Center: \$650
- Events Center and Fellowship Center: \$1350
- Will you have over 200 guests? \$200 (Parties over 200 guests required to have additional personnel)
- Early access inside the house: \$75/hour  
(in addition to the allotted 2 hours before the ceremony plus house cleaning fee)

❖ Active members of AFCO are entitled to 15% discount on the total rental fee

**II. TOTAL FEES**

Total License Fee for requested Event Date(s): \_\_\_\_\_

Please Note; the total License Fee includes a Deposit (NON-REFUNDABLE except pursuant to License and Terms of Use)

**III. CONTACT INFORMATION**

All requests for use of the Facilities should be made to the Events Office at 516-538-6058, and are subject to (a) availability; (b) payment in full of the License Fee pursuant to Section 2 of the License and Terms of Use, and (c) execution of the License and Terms of Use.

**IV. USE OF FACILITY**

1. The Facility is available for rental by parties or groups unaffiliated with AFCO, provided that those associated with the AFCO shall have priority in terms of scheduling.
2. The Venue can accommodate up to 200 persons. Larger parties may be accommodated if approved by AFCO. A fee for additional personnel will apply for extra staffing.
3. The Facility is available for ceremonies on Monday through Saturday starting from 10 AM. Other days and times are reserved for AFCO and their employees.
4. The renter has use of the facility for 4hrs. For Weddings: 1hr for preparation, 1hr for Ceremony, and 2hrs for Reception. Charges will apply to events using more time at \$250/hr.
5. The renter must abide by entertainment setup enforced by AFCO for noise ordinance.
6. Renter shall not use premises for any biblically illegal or immoral purposes and shall comply with all applicable state and local laws, and ordinances or regulations of AFCO. Renter shall take good care of the premises and maintain all the personal property, equipment, and furnishings in good condition during the rental term, and at expiration deliver the same good order, normal wear and tear exempted.

Persons in attendance must confine themselves to areas permitted for use. Adults are responsible to keep children in permitted areas only.

## V. EVENT RULES AND REGULATIONS

- 1) **CATERERS:** There is to be no cooking or food preparation inside the Events Center, only in kitchen and covered outdoor area with proper permission of the AFCO Events Coordinator.
- 2) **EVENTS PROGRAM:** For Security Reasons, we ask that a draft of the program for the event be submitted to the Events Office one week before Event Date.
- 3) **ALCOHOLIC BEVERAGES:**
  - a. Alcohol beverages of any kind are not allowed on the premises. Additionally,
  - b. Renter shall take full responsibility for and hold AFCO harmless from ALL liability arising from the serving and consumption of alcoholic beverages.
  - c. If caterers are to serve ceremonial wine or champagne, the caterer shall provide to the Events Office a certificate of insurance evidencing a Liquor Liability Policy at least seven days prior to Event Date.
- 4) **MUSIC/ENTERTAINMENT:** Arrangements for entertainment or music must be approved by the Events Office. ALL MUSIC MUST CEASE AT 11PM. All entertainment must sign and agree to our Amplified Music Agreement.
- 5) **NO SMOKING OR OPEN FLAMES:** The AFCO compound is a smoke-free environment. Smoking is prohibited inside the halls and under outside tent. No cigarettes – including e-cigarettes are allowed in the church premises.
- 6) **VENDORS:** A list of all outside vendors, caterers, musicians, photographers, and any other outside professionals must be submitted to the Events Office at least two weeks before the Event Date.
- 7) **LOST ITEMS:** AFCO is not responsible for any lost or stolen items of any client and/or guest.
- 8) **CLEANING FEE:** Parties using the Events or Fellowship centers are subject to a \$150 cleaning fee. The applicant is required to leave all areas in a reasonably clean and orderly condition at the end of the event. The applicant is responsible for bagging all trash, wiping down tables and returning tables and chairs to the appropriate storage locations.
- 9) **DECORATIONS:** Use of any synthetic decoration on the grounds (i.e.: flower petals) are not permitted. Sparklers and sky lanterns (floating wish paper lanterns) are prohibited at all times on the property. Up to one hour of preparation or decorating are allowed for any event. The Event Coordinator will coordinate with the Applicant any access to the Facility for decorating prior to the Event. The Event Coordinator must approve any candles used by Applicant. Decorations, banners, or signs may not be pinned, taped, or otherwise affixed to the walls, ceiling or windows unless prior approval by the Event Coordinator is obtained. The Applicant should consult with the Event Coordinator regarding any decorating plans.
- 10) **REVOCATION:** This agreement is freely revocable by AFCO and, upon written notice from AFCO to Renter, may be terminated at any time in AFCO's sole discretion.

By signing below, you agree that you have read, understood and agree to be bound by the terms of this Agreement.

**APOSTOLIC FAITH CHURCH OCEANSIDE, NY**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Babatunde Popoola, Event Coordinator

**RENTER**

By: \_\_\_\_\_ Date: \_\_\_\_\_

**RENTAL REQUEST**

REQUESTED EVENT DATE(S): \_\_\_\_\_

EST. NUMBER OF GUESTS: \_\_\_\_\_

REQUESTED EVENT TIME(S): \_\_\_\_\_

For weddings: 5 hours total for when guests are present on property.  
1 hour for ceremony, 4 hours for reception. Reception only: 5 hours.  
Charges will apply to events using more time at \$150 for first hour and \$250/hr after the first hour.

**RENTERS CONTACT INFO:**

**NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_

**EMAIL:** \_\_\_\_\_ **PHONE:** \_\_\_\_\_

**BRIDE'S NAME:** \_\_\_\_\_ **PHONE:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

**GROOM'S NAME:** \_\_\_\_\_ **PHONE:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

***\*\*A draft program with contact information, Event Timeline, Guest Count, and Ceremony/ Reception Layout must be submitted to AFCO 30 days prior to the event date\*\****

**\*\*Event Fee is due no later than 1 month (30 days) prior to the event date\*\***

Make Money Order or Bank Check Payable to: APOSTOLIC FAITH CHURCH

Mailing Address: 50 Anchor Avenue  
Oceanside, NY 11572

events@afchempstead.org  
(516) 538 - 6058 office  
(516) 538 - XXXX fax

