

**FIRST BAPTIST CHURCH OF DONELSON (DONELSON FIRST)  
FACILITIES REQUEST**

**Initial Documentation:**

It is required that the perspective User provide initial information about the event (details) to First Baptist Church of Donelson, Inc. ("First Donelson" or "Church") for an initial review to be undertaken, which also may include verbal discussions.

This is not to be confused with the Church's agreement and/or approval to use our facility or services.

***No agreement shall arise unless and until a Facilities Agreement is agreed to and executed by all the parties and proper consideration paid.***

**Contact:**

Name of "User" (Entity or Person): \_\_\_\_\_

Event Contact Name: \_\_\_\_\_

Contact Email: \_\_\_\_\_ Phone # \_\_\_\_\_

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

**Event Details:**

Name of Event: \_\_\_\_\_

Description of Event/Use \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Area of the Premises that will be used ("Designated Premises"): \_\_\_\_\_

Date(s) of Event: \_\_\_\_\_

Set-Up Date & Time (if any): \_\_\_\_\_

Event Start Time: \_\_\_\_\_

Event End Time: \_\_\_\_\_

Esti. Number of People Attending: \_\_\_\_\_

Open to the Public  Private Event

Additional Notes:

**Donation/Fee Schedule (to be paid via Credit Card):**

	<b>FULL DAY STANDARD RATE</b>	<b>SECURITY DEPOSIT</b>	<b>TOTAL RATE</b>	<b>AMT &amp; DATE OF PAYMENT (1/2 RATE + SEC DEPOSIT)</b>	<b>AMT &amp; DATE OF PAYMENT (FINAL AMOUNT)</b>
<b>LOCATIONS:</b>					
CLASSROOM (RM # _____)	\$200	\$100			
CONFERENCE ROOM	\$400	\$200			
LIBRARY	\$200	\$100			
LOUNGE	\$400	\$200			
SOCIAL HALL	\$900	\$400			
SOCIAL HALL KITCHEN	\$150	\$100			
WORSHIP CENTER	\$2000	\$500			
THE ANNEX	\$700	\$350			
FLC GYM	\$700	\$350			
FLC KITCHEN	\$150	\$100			
<b>ADDITIONAL SERVICES:</b>					
MEDIA PERSONNEL & EQUIPMENT	\$150+				
CLEANING SERVICES	\$75+				
EVENT COORDINATION	\$75+				
TABLES (__ ROUND & __ RECTANGLE)	\$10				
CHAIRS	\$1				
<b>OTHER COSTS:</b>					

**Notes, including details about the event, media, security, event planner, outside vendors, and other services:**

**FIRST BAPTIST CHURCH OF DONELSON (DONELSON FIRST)**  
**FACILITIES AGREEMENT**  
(Facilities Request is incorporated herein by reference)

This agreement, by and between First Baptist Church of Donelson ("Donelson First," "Church" or "Owner"), 2526 Lebanon Pike, Nashville, Tennessee, TN and the User noted herein.

Whereas, Owner owns premises located at 2526 Lebanon Pike and other locations around this address (the "Premises"), which are normally used for Church purposes.

Whereas, User, as named on the Facilities Request, desires to use a portion of the Premises ("Designated Premises").

Whereas, Owner has agreed to allow User to use the Designated Premises provided that the following terms and conditions are met.

FOR AND IN CONSIDERATION of the terms, covenants and conditions hereinafter set forth to be kept and performed, as well as in consideration of the sums of money (donation) paid, Owner agrees to lease to User, and User agrees to rent from Owner, the Premises, hereinafter described, on a non-exclusive, as-is basis, subject to the following terms, covenants and conditions, to-wit:

1. Owner: First Baptist Church of Donelson  
Email: office@donelsonfirst.com  
Address: 2526 Lebanon Pike, Nashville, Tennessee 37214  
User: As noted in the Facility and Service Request, incorporated herein
2. The term/date of this agreement shall be as described in the Facility Request, attached and incorporated herein.
3. The fee/donation arrangements are noted in the Facility Request, attached and incorporated herein.

**Mission**

The purpose of Donelson First is to glorify God by making disciples of all nations. Beginning in Donelson and stretching to the unreached peoples of the earth, we seek to make disciples by going to them with the gospel of Jesus Christ, baptizing them in the name of the Father, Son, and Holy Spirit, and teaching them to observe everything Jesus commanded.

Our mission statement is: **Inspiring people to know, grow and go in Jesus.**

**Church Facility Use Policy**

Donelson First's facilities have been provided by God through people's tithes and offerings. Donelson First desires that its facilities be used for the glory of God and to connect people to Jesus Christ. And, Donelson First is dedicated to serving our community. Our highest objective is to use our facility or allow it to be used in a way that honors God and is agreement with our Church doctrine. Within that framework, we want to be a blessing to our community.

However, facility use will not be permitted to persons or groups holding, advancing, or advocating beliefs or practices that conflict with the Church's faith or moral teachings, which are summarized in, among other places, the Church's constitution and bylaws and the Baptist Faith and Message. See Owner website for further information, as needed, which information is incorporated herein by reference.

The pastor, or his official designee, is the final decision-maker concerning use of Church facilities.

**Hours Available**

Standard Building Hours for Events & Users:

- Sunday: 2:00pm - 5:00 pm
- Monday thru Friday: 6:00 am – 9:00 pm
- Saturday: 8:00 am – 6:00 pm (NOTE: All rooms must be back to order for any church service)

Additional charges will be applied for events that are contracted past normal business hours.

## **General Use**

### **▪ PREMISES**

- The Designated Premises (specific spaces) are to be used and occupied only during the times agreed to by both parties in writing. The User will not use or allow others to use any portion of the Premises that are not agreed to pursuant to this agreement.
- The User will not, and will not allow others, to occupy or use any part of the Premises or Designated Premises for any purposes other than as specified and agreed to, nor for any purpose deemed unlawful, disreputable, or extra hazardous
- Should the event extend beyond the contracted hours of reserved time or should participants utilize other areas of the Premises, there will be related charges.
- User shall report any maintenance problems and damages to the Church immediately.

### **▪ CHURCH FURNISHING/EQUIPMENT/MUSICAL INSTRUMENTS (“Furnishings”)**

- Furnishings, including tables & chairs, **may not be moved** except with pre-approval of the Church.
  - The Church may assess a fee of \$250.00 for any Furnishing that is moved without written consent. Moreover, if any of the aforementioned is damaged, the User agrees to pay all charges related to the repair and/or replacement.
  - All set-up requests related to Furnishings must be timely received by the Church.
  - If pre-approved, Furnishings must be moved carefully.

### **▪ DECORATIONS**

- Decorations are allowed but all must be pre-approved prior to the event by the Church.
  - For instance, no decorations should be affixed to the walls, moveable partitions, or surfaces and no signs, banners, flags, streamers, etc. are to be attached or hung from any wall, post or beam within or outside the Church without pre-approval. All scenery or props must be free-standing.
  - Nails, screws, or stage hooks are not allowed,
  - Candles are not allowed, unless pre-approval is given.
  - Helium balloons are not allowed in the Worship Center, Social Hall or Family Life Center (FLC).
  - Confetti or glitter (or the like) is not allowed.
  - The Church may have seasonal decorations.
  - No addition, modification, painting, carpentry, or alterations of any kind may be made to the facility.

### **▪ MEDIA EQUIPMENT**

- Media equipment, i.e., TV/DVD, projectors, screens, and/or AV equipment, is subject to availability and approval and must be included in the agreement. Additional fees will be assessed for use of AV equipment and Church technicians (see fee schedule above).

### **▪ SUPPLIES & FOOD**

- It is the responsibility of the User to provide their own supplies, including linens and paper goods.
- The Church will not store any food or drinks.

### **▪ DELIVERIES & UNLOADING/LOADING OF ITEMS**

- The Church is not responsible for, including food products, to the Church prior to the event.
- Should the User have any special needs related to loading or unloading of items, prior arrangements with the Church are required.

### **▪ THIRD PARTY PROVIDERS**

- Should the User have agreements with third party providers, such as florists, security or DJs, please provide the Church a copy of the related agreement.
- User accepts responsibility for third party providers actions and agrees to share any necessary rules with third parties.

### **▪ PARKING & SECURITY**

- The Church will not provide security, however, it shall have the right to determine, require or acquire outside security and firemen. Charges for these services, if incurred by the Church, will be added to usage fees.
- The User may park in the agreed-upon parking areas. The Church will not provide any security, nor is it responsible for any losses/damage that may occur from any vehicle parked on these lots. Under no

circumstance is parking in undesignated areas allowed. If vehicles are improperly parked or remain longer than the event, Donelson First will either have said vehicles removed (at the operator's expense) or assess a \$200.00 fee per vehicle parked in such fashion.

▪ **CLEANING & SET-UP**

- All areas of the facility should be left as it was found.
- The User is expected to leave the building clean and remove all items associated with their program immediately following the event.
- All tables, chairs, and/or furniture, if approved for use, shall be placed back in its original position unless prior arrangements have been made in advance.
- All trash must be taken to the outside receptacle.
- Donelson First assumes no responsibility for any equipment, merchandise or property left within the facility or on the property; this includes the shipments to and from the facilities and storage of equipment and merchandise. The User may be assessed a minimum \$50 per day fee for items left at the conclusion of the event.
- The Church shall inspect the facility to assess the condition of the building and equipment which was used to verify that all is returned to proper order. If the condition of the building and/or equipment is not left in proper order, the cost of additional cleaning or services required to restore to original condition will be assessed.

▪ **ADDITIONAL NOTES:**

- Davidson County codes requirements must be followed at all times. At no time, should the User permit chairs, equipment, etc. to block or obstruct any aisles, entries, passages, halls, or openings required for the standard or emergency flow of people.
- Charges will be assessed for any damages and related labor costs.
- All Users are to use only the rooms assigned due to the set-up, preparation, and clean-up for other events within the facility.
- The conduct of all persons attending programs is expected to be respectful of the environment of the Church. When children are in attendance, they must be under the control of their parents or adults at all times and are not permitted to roam freely on Church property.
- NO ALCHOLIC BEVERAGES, ILLEGAL SUBSTANCES, or SMOKING on Church property at any time. This includes the parking lots. Any discovery of the possession of alcohol or illegal substances from a guest, invitee, assignees, or successors will result in immediate termination of the event and loss of deposit and will be responsible for payment of all fees. And, anyone found to be under the influence will be removed from the property.

**Payment of Donation & Security Deposit**

Payment of fees/donation shall be paid to First Baptist Church of Donelson via credit card. The security deposit and ½ of the balance is due at the time of booking. The balance is due no later than the day of the event.

If all of the aforementioned guidelines are met, the security deposit will be refunded within thirty (30) days after the event. If there are agreement violations, such as damages, the fees for such will be taken from the security deposit and the balance, if any, refunded. If the fee balance exceeds the security deposit, then the User will be informed of the additional charges and the credit card will be charged.

**Approved Users and Priority of Use**

The facility of the Church exists to sustain and grow its ministries. The ministries of the Church have priority in reserving space and time in the facility. If more than one request for facilities use is made for the same date, the order of priority is as follows:

1. Church programming, activities, events and ministries will always have first priority.
2. Church member requests, including weddings or funerals, will have second priority.
3. Non-members or outside groups meeting the following qualifications: a. Groups or persons requesting facility use must affirm that their beliefs and practices and planned uses of the facilities are not inconsistent with the Church's faith and practice; and b. The group or person seeking facility use must be willing to take responsibility for the facilities

and equipment used and must agree to abide by the Church's rules of conduct for facility use, as stated below and as described in any additional instructions by Church staff.

### **Use of Church's Name**

The Church understands that its name and address could be used for promotion purposes, and if so, the advertisement should be pre-approved. Other usage of its name is not allowed.

### **Insurance, Liability, and Indemnification**

The event organizers/Users assume liability for damage to Church property.

In consideration of Donelson First allowing its building, services, etc. to be used by the User, the User hereby releases, forever discharges, and agrees to hold harmless First Donelson, its pastor, officers, agents, employees and members from any and all liability, claims or demands for personal injury, sickness or death, as well as property damage and expenses, of any nature whatsoever which may be incurred by the User that occurs while said User is using the Church's facility and services. These terms also apply to the User's agents, employees, guests, invitees, assignees or successors, or for any cause or reason whatsoever arising out of or by reason of the occupancy or business of the User, even if such damage or injury is allegedly caused or contributed to by any act or omission of First Donelson.

User and User's participants agree to hold harmless, indemnify and defend Owner (including Owner's agents, employees, and representatives) from any and all liability for injury or damage, including, but not limited to, bodily injury, personal injury, emotional injury, property damage, or costs and attorney fees, which may result from any person using the above described premises, its entrances and exits, and surrounding areas, for User's related purposes, regardless of whether such injury or damage results from the negligence of the Owner (including Owner's agents, employees and representatives) or otherwise. User shall, at its sole cost and expense, appear, defend and pay all attorney fees and, other costs and expenses. In addition, if any judgment shall be rendered against Owner, its members, employees, agents, officers and officials in any such action, User shall, at its sole cost and expense, satisfy and discharge such obligation. Church retains final approval of any and all settlements or legal strategies which involve the interest it. The indemnities set forth herein shall survive the expiration or termination of this agreement. User assumes all risk of loss or damage to property and personal injury or death. User accepts the Premises on an "as-is, where-is" basis.

- a. Organizational Users. User promises and warrants that it carries liability insurance with a minimum liability occurrence limit of \$1,000,000. The User will provide a certificate of insurance to the Owner at least 10 days prior to the date upon which the User begins to use the above-described premises. The certificate of insurance will indicate that User has made Owner (First Baptist Church of Donelson, Inc.) an "additional insured" on User's policy with respect to the use by User of the above-described premises. Doors will not be open if the office does not receive the certification prior to your event.
- b. Individual Users. User warrants that User will obtain signed Activity Participation Agreements (provided by Owner) from each participant in the activity. If the participants are minors, User will obtain the signature of at least one parent or legal guardian on each Activity Participation Agreement.
- c. Outside caterers and other providers must provide proof of required insurance and note the Church as an "additional insured" on User's policy with respect to the use by User of the above-described premises.

### **Cancellation and/or Postponement**

In the event that the event organizer chooses to postpone or cancel the event, at least 30 day's written notice is required. Due to the high demand of the facilities and services of the Church, if the event is not timely cancelled or postponed, the User agrees to forfeit any applicable security deposit and may be invoiced for additional non-recoupable fees from the Church.

In the unlikely event that the Church chooses to postpone or cancel the use of the facilities or services, the Church agrees to give reasonable notice to the event organizer and return any applicable security deposit. In no event will Owner be liable to User for any damages, including lost profits or incidental, indirect, special, or consequential damages.

## **Miscellaneous Terms**

- The building may be open to the public during the time of your event unless otherwise arranged.
- For the physical protection of the Church staff and the facility, exterior doors should remain locked until the appointed set-up time for an event.
- Firearms, weapons, ammunition, fireworks, sparklers, explosives, and flammable materials (i.e., helium) are not allowed within the building or on the grounds.
- Church childcare facilities are not available to activities, events, programs, or classes unless pre-approved and planned. User will be responsible for all attendees.
- Any personal or group property left on the Church premises shall be at your own risk. The Church is not liable for property left behind.
- The transfer or assignment of permission to use Church facilities to those other than to which this agreement was made is strictly prohibited.
- Organizations engaged in partisan political campaigns are not eligible to use Church facilities for their programs. No events shall be held that: promote anti-Christian values or teachings, teach anti-Baptist doctrine, or endorse actions that oppose the Church's statement of faith.
- Failure to honor the above regulations may result in additional charges and/or restitution fees. In the event it is necessary to bring a suit for recovery of any fees related hereunder, the suit shall be filed in the Davidson County court system. All related attorney fees and expenses of the Church shall be assessed to the User.
- Any exceptions to these policies must be approved, in writing.
- It is the User's responsibility to communicate all policies to guests and vendors.
- This is a non-exclusive list, additions may be made orally or in writing by Church.
- Donelson First reserves the right to rescind, add to and amend any rules and regulations in the best interest of the Church.

## **General Terms and Conditions**

- User agrees that it will not use the Designated Premises (or Premises) for any unlawful purpose, and will obey all laws, rules and regulations of all governmental authorities while using the Designated Premises (or Premises).
- User agrees that it will not use the Designated Premises (or Premises) for any purpose that is contrary to the mission, purpose or belief of the Owner, which is a biblically based Christian (Southern Baptist) institution. See Owner website for further information, as needed, which information is incorporated herein by reference.
- User agrees to abide by any rules or regulations for the use of the Designated Premises (or Premises) that are shared by Owner orally or in writing, whether or not attached to this agreement.
- User agrees that it is solely responsible to implement appropriate screening and supervision procedures to protect children, youth, vulnerable adults attending User's function and will have adequate adult supervision, as well as all attendees.
- User agrees to be responsible for preparing for use and returning to the pre-use condition all areas of the Premises which User will use, including entrances and exits.
- User agrees to conduct a visual inspection of the Premises, including entrances and exits, prior to each use, and warrants that the Premises will be used only if it is in a safe condition.
- This agreement may be cancelled unilaterally by either party. In the event that Owner must cancel this agreement, User will be entitled to any deposit User has paid. However, in no event will Owner be liable to User for any damages, including lost profits or incidental, indirect, special, or consequential damages.
- User agrees that it will not assign any of its rights under this agreement, and any such assignment will void this agreement at the sole option of the Owner.
- In consideration for the opportunity to participate in the activity described above (the "Activity"), User hereby grants to Owner a license to use (in publications, marketing, and any other manner) and store names and images of User's participants with respect to the herein-described activity.
- This document contains the entire agreement of the parties and supersedes all prior written or oral agreements relating to the subject matter.

We have read and agree to abide by the terms and conditions of this agreement including any supplementary agreement (s) attached hereto.

By signing this agreement, you acknowledge that you have read the applicable terms above and agree to all fees and conditions herein. Acknowledgement constitutes understanding and agreeing to the Facilities Request & Agreement.

**OWNER:**

First Baptist Church of Donelson

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

Title: \_\_\_\_\_

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

**USER:**

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

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

Title: \_\_\_\_\_

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