

Usage Agreement Rules for use of facilities at

South Salem Presbyterian Church (effective date November 17, 2022)

- Application fee:** All applicants for use of SSPC facilities will be required to submit a \$35 application fee along with the application. The amount will be credited to the usage donation amount if the application is approved, and otherwise will be non-refundable.
- Deposit:** A deposit will be required from all applicants for use within one week of an application for use being granted. Communication of results of review of application will be by email unless other arrangements are made at the time of application. The deposit will be \$100 for any short-term or long-term use where the expected usage donation amount is at least \$250. For any agreement where the expected usage donation amount is less than \$250, the deposit will be 40% of the expected usage donation amount. Payment for the balance will be due at least one week before the first scheduled event for short-term use, and thereafter will be due as identified in the long-term use application.
- Insurance:** All users of SSPC facilities except for pastoral care such as funerals/memorial services/weddings, must have insurance, as follows: users must have or obtain liability insurance covering the use of SSPC's space and facilities, to cover property damage and personal injury, and must furnish SSPC with a certificate of insurance providing \$1 million Liability Coverage, with SSPC named as an additional insured. They must also provide SSPC with a certificate of insurance for Workers Compensation Insurance. If there are no paid employees then they shall provide to SSPC a waiver of Worker's Compensation Insurance from the New York State website (see http://www.wcb.ny.gov/content/ebiz/wc_db_exemptions/NFP-CE200-Exemption%20Guide.pdf).
- Cleaning:** The Covid virus, as well as carriers of other communicable illnesses, is still with us. We therefore spray any space after use with a special anti-viral, anti-bacterial spray. For SSPC members seeking a one-time use of space there will be a cleaning fee of \$25, as long as trained SSPC personnel are available to conduct the spraying. If no SSPC personnel are available an outside trained person will be hired, and the cleaning fee will be \$50. For multiple uses of space by a member the cleaning fee will be \$20 for each use, provided SSPC personnel are available; if not, then the cleaning fee for each use will be \$50. For non-members seeking a one-time use of space there will be a cleaning fee of \$100, as long as trained SSPC personnel are available to conduct the spraying. If no SSPC personnel are available an outside trained person will be hired, and the cleaning fee will be \$200. For multiple uses of space by a non-member the cleaning fee will be \$75 for each use, provided SSPC personnel are available; if not, then the cleaning fee for each use will be \$200.
- No smoking:** No smoking of any kind is permitted in SSPC buildings or on any SSPC property, including all tobacco products, all marijuana and CBD, vaping, or other similar products.

- Alcohol:** Beer, wine and champagne may be served to guests aged 21 and over, but sale of alcoholic beverages may only take place by a properly licensed proprietor, and only with special permission from SSPC. The person or organization serving alcohol is responsible for any consequences thereof. No one under 21 may ever be served alcoholic beverages. Any service of alcohol at an event of more than 250 people, whether sale or gift, shall require the services of a New York State certified mixologist.
- Limited use:** No user is permitted to use any space other than as applied for and agreed to. Bathrooms on the main floor may be used as needed. If long-term users have occasional need for use of additional facilities, application must be made in advance for that use, and such use may not occur until approval has been granted, which may require additional usage donation.
- Time limit:** No user may arrive more than 15 minutes before the scheduled use time and no user may remain in the agreed-upon space more than 15 minutes after the scheduled use time, unless prior arrangements are made for more time.
- Post-use condition:** The used space as well as all other portions of the SSPC buildings and grounds with which the user and its employees, agents, independent contractors, invitees, permittees, and representatives have contact shall be safeguarded during each use and shall be left by user after each use in clean condition with doors and windows closed, water, electric, and all appliances (except refrigerator) and fixtures turned off, and without any damage, loss of property or breakage of any sort.
- Liability:** User accepts full liability for any and all loss or expense including, without limitation, reasonable attorneys' fees and expenses arising out of a breach of any provision of the Usage Agreement. Further, user shall indemnify and hold harmless the church and each of its employees, Trustees, Officers, agents, and representatives from and against any and all liability, claim, cost, expense or otherwise which arises in connection with user's or any of user's employees, agents, independent contractors, invitees, permittees, and representatives use of or contact with the Facility of any other portion of SSPC's building and grounds.
- Termination:** SSPC retains the right to terminate the Usage Agreement before or at any time before or during the duration of the user agreement.
- Sanctuary Use Restrictions:** Sanctuary use is strictly limited to those who have made application for the use of the Sanctuary and whose application has been granted pursuant to SSPC's Facilities Usage Agreement requirements. Specifically, the communion table shall **ONLY** be moved by using the two wheeled dollies that are available for that purpose and that are typically stored behind the organ or in the closet near the South doors of the Sanctuary. The communion table is a precious and irreplaceable historic artifact, the origin of which is wood from the prior church building, which was destroyed by fire in 1972. Pulling, pushing, or dragging the communion table will damage it, and is never permitted. There are two pianos in the sanctuary; use of the Kawai Concert Grand Piano is included with usage of the Sanctuary; any request to use the Yamaha Concert Grand Piano, except as noted below, will require special application, and an extra \$375 fee,

plus a specific insurance rider in the amount of \$60,000 to cover the cost of the piano in the event of damage. Proof of that rider is required to be produced along with proof of other insurance. The Yamaha Concert Grand Piano may not be used for rehearsals, and may only be used for concerts. The Organ in the church may only be played by the Minister of Music or her designee. For Funerals/Memorial Services/Weddings the Yamaha Concert Grand piano may be used only if the Minister of Music or her designee will be playing at the event; without permission of the Minister of Music only the Kawai Concert Grand piano will be available for use.