Tri-City Christian Academy Facilities Use Reservation and Agreement

Requestor Information:	
Name of individual or organization:	
Description of intended use:	
Date(s) and time(s) requested:	
Additional information:	
Contact person:,,	
Facility Requested:	Suggested Donation
12 Rocky Hill Road campus () Cafeteria (group lunches, suppers) () Gymnasium (basketball, group assemblies, wedding receptions () Meeting Room () Soccer/Football Field	*\$50/hour *\$50/hour *\$25/hour *\$50/game
150 West High Street campus () Auditorium (weddings, church services) () Cafeteria (group lunches, suppers, wedding receptions) () Meeting Room	*\$50/hour *\$50/hour *\$25/hour
Niver Field (23 Tate's Brook Road) () Baseball Field () Soccer Field () Softball/Little League Field	*\$50/game *\$50/game *\$50/game
() <u>Tent</u> () <u>Table/</u> Chairs	*\$50/event *\$50/event
*plus returnable deposit	\$20

<mark>Seasonal Rates Available</mark>

Last revision date: 10/22/2018

Facility Use Agreement:

Tri-City Christian Academy (hereinafter, "TCCA"), a New Hampshire non-profit organization pursuant to applicable statutory law, owns and operates the buildings and grounds located at 12 Rocky Hill Road, 150 West High Street, and 23 Tate's Brook Road in Somersworth, New Hampshire 03878.

In addition to evidencing one's assent to the terms of this agreement by endorsement of one possessing authority from the represented entity (hereinafter, "Lessee"), interested parties must also execute this *Tri-City Christian Academy Facility Use Agreement*.

TCCA agrees to lease the identified facility represented on this *Tri-City Christian Academy Facilities Use Agreement* to the lessee, the terms of which are hereby incorporated by reference, subject to the following:

- 1. Liability insurance must be provided by the entity utilizing the facility in the amount of \$500,000.00 prior to intended use. Applicable policies or insurance binders must specifically identify Tri-City Christian Academy as an additional insured for the articulated use.
- 2. Lessee must specifically identify the person(s) responsible for the safe and appropriate use of the facilities pursuant to the purpose(s) enunciated in the *Tri-City Christian Academy Facilities Use Agreement*, and to ensure compliance with all applicable rules and regulations of TCCA and governing agencies.
- 3. Lessee is solely responsible for any resulting damage to the facilities related to the identified use exceeding that which otherwise constitutes associated wear incidental to the reasonable use of the facilities.
- 4. Any activity that either exceeds the identified use or is different in kind than that represented on the *Tri-City Christian Academy Facilities Use Agreement* or is otherwise unlawful is strictly prohibited.
- 5. TCCA reserves the right to demand a security deposit in an amount agreeable to the parties prior to the identified use. TCCA further reserves the right to inspect the leased facilities and related equipment following the subject activity and use prior to returning the security deposit to the lessee. If in the opinion of TCCA, the facilities and/or related equipment were damaged due to misuse by the lessee or any agents acting under its direction, TCCA will apply the deposit proceeds towards the cost of repair or replacement without waiving any remedies at law should the security deposit prove insufficient to

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- satisfy the incurred loss. Any amount exceeding the cost of repair or replacement will be promptly remitted to the lessee.
- 6. TCCA hereby affirms that it will not provide on site supervisory or security services during the conduct of any leased activities. This will be the sole responsibility of the lessee. As such, lessee hereby releases TCCA along with any of its agents, from any and all liability relating to the lessee's use of the subject facilities should injury to persons or property result excluding any warranties express or implied relative to the facilities' fitness for the identified purposes.
- 7. Lessee shall recover a key to the requested facility from the respective TCCA office. A key deposit in the amount if \$20.00 will be imposed. At the conclusion of the lease term, lessee is required to return the key to the issuing personnel referenced above at which point the key deposit will be returned to the lessee. If lessee fails to return the key, TCCA will assess a charge for a building lock replacement less the \$20.00 key deposit.
- 8. Lessee will ensure adherence to the TCCA Facilities Use Checklist provided.

	/
Signature of Lessee	
	/
Tri-City Christian Academy, Lessor	
For Office Use Only:	
() Facilities Use Agreement completed and signed	
() Required insurance certificated provided	
Insurance carrier:	
Insurance policy number:	
() Applicable payment provided (checks payable to TCCA,	, must be paid prior to use)
Payment amount:	
() Approval	
Date:	
TCCA Representative	

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