

Fitness at Houston's First Party Reservation Contract

This agreement is a Use and Rental Agreement entered into by and between First Baptist Church of Houston herein referred to as "HFBC" and the undersigned party or parties herein referred to as "USER."

Agreement to Pay:

USER agrees to pay both Party Reservation Fees and Party Remaining Fees to HFBC for the permitted use of the Fitness at Houston's First Party Facilities. Facilities rental fees will be based on "Regular Hours" or "After Hours" rates. Please see the Parties Website for detailed rate information.

A Reservation Fee of fifty dollars (\$50) shall be paid as a non-refundable, non-transferable deposit to HFBC upon party reservation submission and party reservation approval. The Reservation Fee (\$50) is required to confirm the event. An event may be canceled if the Reservation Fee is not received within forty-eight (48) hours of the event being approved. The Reservation Fee is a stand-alone fee and will not be applied to the Party Remaining Fees.

The total balance of the Party Reservation Fees and Party Remaining Fees are required thirty (30) days before the event, or the event will be canceled.

Cancellations and Refund Policy:

Cancellations less than thirty (30) days from the day of the event are non-refundable and non-transferable (including Reservation Fee and Party Remaining Fees).

USER may receive a refund of the Party Remaining Fees if the party is canceled more than thirty (30) days from an event. All refunds are at the sole discretion of HFBC.

Statement of Faith:

Facility use will not be permitted to persons or groups holding, advancing, or advocating beliefs or practices that conflict with the <u>Baptist Faith and Message</u>, which is referenced in the church's bylaws and available on the HFBC website. Furthermore, church facilities may not be used for activities that contradict or are deemed inconsistent with, the same faith and message.

The pastor, or his official designee, is the final decision-maker concerning the use of church facilities. This policy applies to all church facilities, regardless of whether the facilities are connected to the church's sanctuary because the church sees all its property as holy and set apart to worship God. (Col. 3:17.)

Fitness at Houston's First Staff have the right to cancel or immediately stop a party in process if they deem a party conflicts with the Baptist Faith and Message. No refunds will be processed if this were to occur.

Building Etiquette:

Persons shall conduct themselves in the church facilities at all times in such a manner as will not bring reproach on the name of Jesus Christ. The building and facilities shall be treated with the respect due to a place of worship. Acts of vandalism and desecration shall not be tolerated under any conditions. The following policies of etiquette shall be adhered to at all times:

- Attaching signs, banners, or posters to painted surfaces using glue, sticky tape, thumbtacks, or suspending decorations from the ceiling is prohibited (painter's tape or frog tape is permissible).
- Balloon arches are prohibited.
- Decorations must be removed promptly, so the area can be cleaned for the next party.
- Placement of temporary decorations, signs, or other items must not violate appropriate codes and standards (i.e. building, fire, safety, electrical) set by governing agencies, HFBC policy, or Facilities Committee Guidelines.
 - Decorations must not cover, touch, or interfere with the visibility or operation of any devices such as electrical, fire alarms, or security cameras.
 - Furniture and/or decorations must not obstruct the visibility of exits for access or egress.
 - Streamers or equivalent decoration materials are not permitted across doorways.

- Tables must be covered or wiped clean after food/beverage service.
- Food, beverage, and debris caused during the decoration process must be cleaned up and discarded in trash cans. Pick up litter and trash and deposit them in trash receptacles after the event.
- Persons attending the function must remain in the Party Area and can't wander throughout the building.
 - Off-limit areas for all parties include the walking track, fitness room, weight room, men's and women's locker rooms, and gym courts.
- Multi-outlet electrical taps and/or extension cords shall not be used without the approval of the Facilities Director.
- Facilities Department must approve any appliances to be used at the church to verify their purpose and safe usage.
- Guests are responsible for their decorations.
- Use of candles, open flames, chafing fuels, hot plates, waffle irons, portable stoves, etc. which have a hot surface/open flame are prohibited (LED battery candles are permissible).
- Confetti is prohibited.

SMOKING

- Smoking shall not be permitted inside any church building or facility at any time. This includes the usage of e-cigarettes and/or vaping kits.
- Smoking on church property is prohibited.
- Representations of smoking (i.e. in table settings, decorations, or media presentations) are not permitted.

ALCOHOL

- Use of alcohol is not permitted on church property.
- Representations of alcohol (i.e. in table settings, decorations, or media presentations) are not permitted.

DANCING

- HFBC facilities will not be used for open floor dancing at private events.
- Music playlists must be approved before the event.
 - Music must be family-appropriate and kid-friendly. No derogatory or offensive language is allowed.
 - The Fitness at Houston's First Staff has the right to ask any party attendee to change the music at any time. The USER is responsible for maintaining the above music standards throughout their event.

Event Standards:

- USER must be present for the entire duration of the event. They must be the first to arrive and the last to leave.
- No early set up or storage of party décor, food, or other related items is permitted.
- Party time of three hours includes set up, party, and clean up.
- A late fee of \$50 will be charged every ten (10) minutes if party attendees do not clear the facility at the appointed times.
- Adult supervision of children is required, and ratios according to Houston's First Baptist Church Children's Protection Policy must be met. Ratios are 1:10 for children 12 and under, and 1:12 for children 13-18 years.
- At no time will children be left unattended. Parties who violate this policy will be given one warning by a Fitness at Houston's First Staff member and following thereafter the party will not be allowed to continue. This is for the safety of all people involved.
- Facilities may accommodate a maximum attendance of 60 people.

 HFBC facilities, equipment, and personnel are governed by a procedure that gives priority to HFBC'S programming over outside groups. Reservations, in partial or whole, may be canceled at any time for HFBC programming to occur.

Parking/Parking Lot Usage:

- Motorized vehicles are not permitted on the facility walkways except under special circumstances and with prior approval from the Facilities Director.
- While loading and unloading party items, vehicles must be temporarily parked in the designated area. HFBC holds the right to ask for the vehicle to be removed at any time regardless of loading or unloading status.
- Guests parking onsite and in remote lots shall adhere to the following:
 - The use of alcoholic beverages is prohibited.
 - No responsibility on part of HFBC is accepted for loss or damage to vehicles on the church property.
 - Leaving trash or litter in the parking lots is prohibited.

Food/Beverage Service:

- Food and beverages shall only be served and consumed in the HARBOR ROOM. The following
 policies shall be complied with:
- Food and beverages must be served and consumed within the confines of the user's reserved space.
- Before leaving the area, the person in charge shall see that:
 - o All waste resulting from food/beverage service must be disposed of.
 - o All leftover refreshments must be disposed of.
 - o All spills are to be cleaned immediately and the Facilities Department contacted.
- There is no onsite catering option at HFBC.

Set-Up and Equipment:

- Set-up in the HARBOR ROOM (party room) includes (10) 48" round tables, (6) chairs per table, and (3) 6' x 30" rectangle tables.
 - USER may move the set-up arrangement to their liking provided they return the setup to the original design after their event.
 - We encourage party hosts to bring a blue tooth speaker to play music.
- Fitness at Houston's First provides bowling balls. USER is responsible for reporting all broken or missing equipment to a Fitness at Houston's First Staff member.
- A bounce house is included in your party package. Our Fitness at Houston's First staff will have it inflated for the duration of your party.
 - o USERS can't bring their own bounce houses or inflatables.

Bowling Alley Requirements:

- Socks and closed-toe shoes are required for bowling.
- Fitness at Houston's First does not provide socks or shoes.
- Tennis shoes may be substituted for bowling shoes. Open-toe shoes are prohibited in the bowling alley.
- Children must have adult supervision always when the bowling alley is operational.
- Walking on the bowling lanes is prohibited for both children and adults.
- Any behavior which is deemed by Fitness at Houston's First Staff as dangerous or negligent may
 result in the bowling alley being turned off and USER and guests will not be allowed into the
 bowling alley. No refund will be given if the above occurs.

Outside Vendors or Entertainment:

No reptiles or amphibian petting zoos or animal shows are permitted on-site at HFBC.

- Performances by magicians or illusionist must be faith-based and must not express views, stated or implied, that contradicts the Baptist Faith and Message.
- Rentals from outside vendors must be picked up the same day as the event (HFBC will not be responsible for overnight storage).
- Our facilities crew will not be responsible for setting up or removing rented furniture or recreational party equipment (inflatables, etc.)
- Vendor must provide HFBC with a certificate of insurance naming HFBC as certificate holder.
- User will submit a list of vendors/entertainers 14 days before the event. Please note all vendors
 or entertainers on the Party Reservation Form. HFBC reserves the right to approve or deny all
 vendors/entertainers.
 - o If a Fitness at Houston's First employee deems any vendors or entertainers to fail to uphold the Statement of Faith and/or HFBC Policies, they reserve the right to dismiss the vendors or entertainers immediately from the church premises, all associated costs would be the responsibility of the USER.

NOTE WELL: All of the foregoing must be done in accordance with normal HFBC procedures. The user acknowledges receipt of such policies and consents to abide by them. It is the responsibility of the User to adequately inform subcontractors, vendors, and exhibitors of said policies.

User Liability and Damage Notice:

- Full Liability for Guests and Invitees: The User assumes full responsibility and liability for any accidents, injuries, or damages caused by themselves, their guests, invitees, or any third parties while on HFBC premises. This includes any damages to HFBC staff, property, or equipment, as well as any harm or injury sustained by guests during their use of the facilities, regardless of the cause. The User remains fully accountable for all activities and actions undertaken by their guests during the event.
- **Personal Property Disclaimer:** HFBC and its Facilities Department are not responsible for the maintenance, security, or safekeeping of any personal items, decorations, furnishings, or equipment brought onto the premises. All such items are the sole responsibility of the User.
- Damage and Reimbursement: In the event of any damage to HFBC property, the User is fully liable and will reimburse HFBC for the cost of repair or replacement. This includes damages caused by negligence, misuse, or any actions of the User or their guests.
 - The User agrees to cover the full costs of repair or replacement at market value for any HFBC property or equipment damaged due to the actions of themselves or their guests.
- Abandoned Property: Any items, goods, or equipment left behind after the event will be
 considered abandoned by the User, their guests, or sub-contractors. HFBC reserves the right to
 dispose of such items at its discretion without notice or liability.

Any changes, amendments, additions, or deletions to this agreement must be in writing and signed by HFBC and USER.

Violations to these Policies & Guidelines at Houston's First Baptist Church may, in addition to what has been indicated above, lead to future restrictions on the offending party.

USER agrees and will follow the above-stated Standards of Fitness at Houston's First at HFBC.

USER agrees to this contract, and all that it entails, when the party reservation is submitted by the USER and the fifty (\$50) dollar Reservation Fee has been paid to HFBC.

Name (Please print)	
Signature (Parent/Guardian if under 18 years of age)	Date

Fitness @ Houston's First Baptist Church | Phone: 713.957.6703 Houston's First Baptist Church | 7401 Katy Freeway | Houston | TX 77024