

FIRST EXISTENTIALIST CONGREGATION OF ATLANTA
470 Candler Park Drive NE, Atlanta, Georgia 30307
404-378-5570

~~~~~Use of Facilities Contract~~~~~

1. Name of Event \_\_\_\_\_
2. Organization/Producer \_\_\_\_\_ Phone \_\_\_\_\_
3. Contact Person \_\_\_\_\_ Phone \_\_\_\_\_  
Mailing Address \_\_\_\_\_ Email: \_\_\_\_\_
4. Technical Coordinator \_\_\_\_\_
5. Usage Dates & Times:

|                          |          |           |
|--------------------------|----------|-----------|
| Rehearsal Dates (if any) | Time In: | Time Out: |
| _____                    | _____    | _____     |
| _____                    | _____    | _____     |
| Event/Performance Dates  | Time In: | Time Out: |
| _____                    | _____    | _____     |
| _____                    | _____    | _____     |

Event Start Time \_\_\_\_\_ Total Number of Events \_\_\_\_\_
6. Type of Event:

|                |               |                              |               |
|----------------|---------------|------------------------------|---------------|
| Music _____    | Dance _____   | Theatre _____                | Variety _____ |
| Workshop _____ | Benefit _____ | Other (please specify) _____ |               |
7. Description of Program and Set-up Requirements: (attach additional pages if necessary)
8. Specific areas to be used:

|                              |                      |               |                  |
|------------------------------|----------------------|---------------|------------------|
| Stage _____                  | Main Sanctuary _____ | Kitchen _____ | Downstairs _____ |
| Other (please specify) _____ |                      |               |                  |
9. Ticket Price(s) \_\_\_\_\_
10. Food Concession – No \_\_\_\_\_ Yes \_\_\_\_\_  
User will be responsible, unless special arrangements are made with First E.
11. FEES  
User agrees to pay First Existentialist Congregation of Atlanta a total of \$ \_\_\_\_\_  
according to the following schedule:

|                                                                    |
|--------------------------------------------------------------------|
| *** Key Deposit (due with return of contract) \$ _____             |
| Installment Payment (paid with return of signed contract) \$ _____ |
| Balance due \$ _____ by _____ <b>(1 week before rental date)</b>   |

\*\*\* Please include a \$200 check with contract as a security deposit. This deposit will be returned (or destroyed upon request) upon return of the building key provided no extra costs are to be paid by First E due to damages, extra cleanings or utilities (i.e., Lights left on; heat/ac not returned to appropriate settings) following your event(s). **Please follow your post-event checklist thoroughly following your event to ensure a return of your key deposit.**

**TERMS AND CONDITIONS: PLEASE READ CAREFULLY AND FULLY:**

**Return of Contract:** Dates requested by User are not considered firm until approved by the Board of Directors and the Rental Committee, AND the User returns the signed contract with the designated deposit.

**Public Safety and Indemnity:** User agrees to conduct all activities upon the premises so as not to endanger any person thereon; and to indemnify, defend and hold harmless the First Existentialist Congregation of Atlanta (hereafter referred to as “First E”) from all claims, demands, suits, actions or liabilities resulting from injuries or death to any persons or property damage or loss by the First Existentialist Congregation, or any person, howsoever caused during the period of use covered by this contract, or occurring as a result of the permissions herein granted.

**Services provided:** First E will provide, as part of the basic use charge, at its own expense: heating/cooling, house lighting, kitchen and restroom facilities during the rental period.

**Damage to First Existentialist Facility:** User shall be responsible for payment of any and all damages to the building, furnishings, fixtures or equipment whether caused by the User or his Patrons (NORMAL WEAR AND TEAR EXCLUDED). **User shall not drive nails, screws, tacks, pins or other objects into the any walls, floors, ceilings, doors, window casings or woodwork anywhere in the First E facility. User will not use tape or other adhesives on any walls in the First E facility.** User may use moldings on walls and stage (with eye hooks) to hang decorations.

**Piano:** **PIANO MAY NOT BE MOVED AT ANY TIME FOR ANY REASON. Do not place anything on top of or under the piano.** The piano may be used only with prior approval of the First E Administrator; if you are authorized to use our piano in the course of your event, please be sure to replace the cover when you are finished. **THE STEPS MAY NOT BE MOVED FROM IN FRONT OF THE STAGE UNDER ANY CIRCUMSTANCES.**

**Art on walls:** **ART ON FIRST E WALLS MAY NOT BE MOVED or disturbed in any way.**

**\*Four beautiful and historic stained-glass windows now grace our Sanctuary.** They have come as a gift from the Antioch East Baptist Church, builders of this Old Stone Church 100 years ago. With respect for the windows’ age and legacy, we are asking all renters and their people to help us to protect and care for them. The glass is fragile and the window bottoms are not sealed. Hits on the glass and spills of any kind on the window ledges could create problems. Thank you for helping us all be good stewards of these deep-rooted Legacy Windows.

**DO NOT PLACE ANY OBJECTS – candles, beverages, plants, cell phones, - anything -  
IN THE STAINED-GLASS WINDOW SILL AREAS.**

**Please inform your people in attendance that this is a condition of the rental agreement  
to be respected by all present.**

**Advertising:** User shall not advertise any performance or event prior to the signing and approval of this contract. In all references to First E, please note: We are the First Existentialist Congregation of Atlanta (NOT Church).

**Access:** User will have access to the facility limited to the stated contract hours. Any variation or additional hours must be arranged and approved by the First E. Administrator at least 24 hours in advance.

**Souvenir Sales:** It is the policy of First E to permit the sale of records, books and program-related materials at a table provided during an event. The User will retain 100% profit from these sales - First E’s way of supporting non-profits and artists.

**Donations:** NO collections or donations, whether for charity or otherwise, shall be made, attempted or announced on the premises without prior approval of the First E Board of Directors and the Rental Oversight Committee.

**Seating Capacity:** Persons will not be permitted inside the building in excess of the established **capacity**. User may wish to count chairs to be sure there is a sufficient number (not to exceed the total capacity).

**Smoking:** The entire First E inside facility is a smoke-free area. All event participants must be informed of this. Smoking is permissible on the ramp and steps of the building where “butt cans” are available

**Alcohol Sales:** NO sales or money exchange (including donations) for alcoholic beverages shall occur during this rental.

**This rental agreement includes use of the Sanctuary specifically for a limited-sized indoor group event: the User agrees to follow all CDC and City of Atlanta COVID-19 recommendations, and to maintain appropriate COVID-19 space and occupancy limits for such a group. First Existentialist has adopted the following COVID-19 policy:**

- COVID-19 Vaccinations and Booster shots are highly recommended for anyone entering the sanctuary
- Face Masks are now optional at all First E. events. N-95 Mask use is strongly suggested
- Hand sanitizer and masks will be available
- Social Distancing continues to be encouraged (at least six feet)

#### **ADDITIONAL TERMS AND CONDITIONS**

**CONTRACT COMPLIANCE:** A representative of the Board of Directors may be present to see that the rules are carried out. This person has the authority to hold up the start of any event, or, if need be, stop it at any time if infraction of any safety regulations or rules are apparent.

**Contract Default:** Should the User default in the performance of any of the terms and conditions of this contract, the First E Rental Committee may, at their option, terminate the contract, with refund of the deposit to be forfeited, unless some other arrangement is negotiated.

**Cancellation by User:** Should the User cancel the event covered by this contract, the deposit will not be refunded unless a written request detailing special circumstances is approved by the First E Rental Committee and the First E Board of Directors.

**Copyright License:** The securing and payment of copyright license fee(s) are the responsibility of the User. In addition, the User agrees to defend, indemnify and to hold harmless the First Existentialist Congregation of Atlanta against all claims, demands, costs and expenses First E may sustain or incur by reason of infringement or violation of any copyright or property right in connection with the permission granted herein.

**Act of God:** Neither First E nor the User shall be liable for failure to perform in the event that such failure is caused by or is due to the acts or regulations of public authorities, public utility failures, labor difficulties, civil tumult, strike, epidemic or any similar or dissimilar cause beyond the control of First E or the User.

**Removal:** User shall remove all scenery, costumes, equipment or other property not belonging to First E and brought into First E immediately following final performance. Any storage arrangements between performances must be arranged and approved in advance. (See Storage Policies Sheet for further details.)

### **Additional Regulations:**

- **All children must be supervised by an adult at all times** in all areas, inside and on the grounds, of the First E location
  - DO NOT move any existing light fixtures without permission. If permission is given, User is responsible for returning lights to original position.
  - If User brings in additional lights or decorations, these items must be removed and taken away by User immediately after the event. Don't leave any items without approval.
  - Leave the kitchen as clean and organized as you found it. Take away your trash and all event supplies and materials.
  - Notices may be placed only on bulletin board in kitchen or on information table in sanctuary
  - Chairs may be moved, but User must return them to row positions (see attached diagram). Do not place chairs over heat/AC registers in the center or along the walls of the sanctuary
  - Damages should be reported immediately by phone at **404-378-5570**, in writing to the congregation office, and/or by email to [office@firstexistentialist.org](mailto:office@firstexistentialist.org).
  - Heat and air conditioning – please follow directions detailed in post-event checklist. **NOTE: All or part of your deposit will be retained if heat or AC is left on after your event**
  - Please be considerate of our neighbors when parking and leave the spaces in the front of our neighbors' houses available for them to use
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### **Addendum (eff 10/15/2023):**

Recently, during a rental event, an unknown individual came in the unlocked front door and acted in a way that disturbed the group using the space at the time. The renter appropriately instructed the individual to leave but he reportedly went downstairs and back up before finally leaving.

If you are having a limited attendance event, please monitor, and if feasible, lock the front door once your guests arrive.

**We realize most events are open to the Community. Should a similar situation with an unwelcome individual occur during any rental event, the Board of Directors hereby empowers and encourages renters and/or lawful users of our space to safely intervene and ask them to leave, but should any such unwelcome person refuse to leave or become in any way threatening or aggressive, please move to protect yourselves and your guests as necessary and contact 911/Atlanta Police Department immediately.**

To help with securing the building, we have moved the key to the stairwell door to a labeled hook in the Cove, in sight of people in the Sanctuary and out of easy access to anyone slipping in the front door. If your guests should need to use the additional restrooms in the basement, please ensure the stairwell door is relocked, and return the key to the hook in the Cove once your guests have returned upstairs.

**\*\*\* IMPORTANT \*\*\***

**PLEASE READ CAREFULLY AND FULLY:**

**There is absolutely NO PARKING in the driveway at any time. Loading and Unloading MUST be done in the parking area directly in front of the building. (First E is not responsible for any tickets or towing that occurs during your event for any reason) --- This driveway is PRIVATE. There is NO PARKING in the driveway and it is NOT to be used for turning around.**

**WHEN YOU LEAVE:**

- **Turn Heat to 55 degrees or air-conditioning to 84 degrees.**
- **If you use coffee or teapots, be sure they are unplugged and cleaned**
- **Make sure oven is off and remove your food from refrigerator.**
- **Turn off all lights except single light in alcove where light switches are located**
- **Turn off all ceiling fans -- fan switches are located in alcove**
- **Clean up all spills, messes, decorations and trash inside and outside of the building**
- **Additionally, User will ensure the facility, including the kitchen, is left at the end of the event in a condition useable and hospitable to other renters as well as to the First Existentialist Congregation, (e.g., cleaning and disinfecting areas of frequent and/or incidental physical contact (doors/doorknobs/push bars/countertops/etc.)**

**TAKE ALL OF YOUR TRASH OUT OF THE BUILDING WITH YOU WHEN YOU LEAVE!**

**YOU MAY USE FIRST EXISTENTIALIST’S GARBAGE CONTAINERS AT THE REAR OF THE RAMP/BLDG IF IT FITS, OR TAKE YOUR TRASH HOME WITH YOU.**

**DO NOT PUT YOUR TRASH IN THE NEIGHBORS’ GARBAGE CONTAINERS!**

The First Existentialist Congregation of Atlanta reserves the right to impose additional rules and regulations which may be necessary for the best interests of First E., and such regulations shall be binding upon the User.

By the signing this contract, Renter acknowledges, understands and agrees to all terms and conditions stated.

**AGREED**

\_\_\_\_\_  
**Printed Name of Individual or Organization**

**First Existentialist Congregation of Atlanta**

**Signature:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Title (if any):** \_\_\_\_\_

**Title:**  Congregation Administrator

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

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

**Reminder**

**If any damage has occurred, if entire facility utilized is not left clean and trash has not been removed, if heat or air-conditioning is left on following your event, if key is not returned ---you will forfeit all or part of your deposit.**

**ABSOLUTELY NO PARKING IN DRIVEWAY AT ANY TIME!!!**

**Parking in front of building is designated for ALL Unloading and loading**