



# Restoration is NOW!

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**RESTORATION CHRISTIAN CHURCH OF VIRGINIA**  
**606 DENBIGH BLVD., SUITE #200, NEWPORT NEWS, VA 23608**  
**PHONE (757) 820-0717 • FAX (757) 820-0716 • WWW.RCCVA.CHURCH**

## **FACILITY USAGE AGREEMENT** **TERMS AND CONDITIONS OF RESTORATION CHRISTIAN CHURCH-VA (RCC-VA)**

### **USER RESPONSIBILITIES:**

1. User is responsible for all damage or injuries to any person(s) or property resulting from the use of RCC's facilities. A general liability endorsement naming RCC as additional insured in the amount of \$500,000 is your responsibility. Additional information regarding availability of insurance can be obtained from RCC.
2. User is responsible for the facility and is expected to prevent event abuse and to enforce facility rules and regulations. RCC's Representative may close down an activity that poses a threat to the safety or the participants or the facility.
3. User is responsible to ensure that the timeframe requested includes the entire time needed to set up tables and chairs, set-up and take down decorations, arrival and set-up for your catering service, entertainment and clean up.
4. User is responsible for designating a person to meet with the RCC Representative for a walk through inspection prior to and at the conclusion of facility use.

### **CANCELLATIONS:**

- All cancellations should be submitted in writing to RCC.
- If cancellation is received or post marked within 5 business days after application approval date, you will be refunded your first payment in full.
- If cancellation is received or post marked after 5 business days from application approval date, first payment will not be refunded.
- If cancellation is received or post marked after second payment, refund is limited to optional items and services usage amounts and cleaning/damage deposit.

### **DEPOSIT REFUND:**

The deposit will be refunded via check to the address on the application within 1-2 weeks following your facility use. If your scheduled hours of use exceed the designated time for any reason, additional amounts will be deducted from the cleaning/damage deposit. Any cost for extra cleaning of the facilities and furnishings, both inside and outside, or damages to floors, walls, furnishings and landscaping, will result in a deduction or forfeit of your deposit. You will be billed for damages not covered by your deposit.

### **SECURITY:**

Events with less than 150 guests are not required to provide Security. Events with 150 or more guests ARE required to provide security for the duration of the event. Should this be the case, Security is required to remain on-site for the duration of the event to ensure safety, order and control of matters that may arise. Notification of any additional requirements concerning this matter will be conveyed in advance of approval of usage agreement.

### **ALCOHOLIC BEVERAGES:**

**Absolutely no alcoholic beverages are to be sold or served at event(s).**

### **HOLD HARMLESS:**

The user hereby agrees to save, secure, and hold harmless RCC, its officers and employees against claims of action, liability, judgments, costs and expenses, including attorney fees. The undersigned certifies that he/she accepts responsibility on behalf of the participants for any damage or theft sustained by RCC because of the occupancy of said premises.

## **RCC INFORMATION AND USER OPTIONS:**

RCC, based on location, can seat from 40-300 seated guests and numbers increase and vary for activities that don't require formal seating.

## **AVAILABLE EQUIPMENT:**

Included in your usage amounts:

- Kitchenette (serves currently only as an area to warm up or keep already cooked food warm)
- Trash Cans and Trash Bags
- Brooms, Dustpans, Mops and Bucket
- Stage in the Banquet Hall

## **OPTIONAL ITEMS AND SERVICES USAGE AMOUNTS:**

Tables and Chairs Included (No Additional Cost)

6 ft. Long Rectangular Tables: Seats 6-8 People

60 in x 12 in Round Tables: Seats 6-8 People

400 Burgandy Padded Stackable Chairs

Metal Chairs

If additional round or rectangular tables/chairs are needed, applicant must bring or rent them from an outside venue.

## **OTHER WAYS WE MAY ASSIST DURING YOUR EVENT:**

Tell us what you would like. We may or may not be able to accommodate you.

If we can't help, we'll try to direct you to someone who can.

**RCC reserves the right to change, adjust, or delete any rules or regulations in this contract. RCC reserves the right to close down any event which poses a threat to the safety of participants or the facility or violates any of the conditions as stated in the contract.**

## **AFTER THE EVENT (PLEASE CHECK TO ENSURE THESE ITEMS ARE COMPLETED):**

Removal of all decorations and all other items brought in.

If food or catered event:

- Pick up all the trash and take it to the dumpsters/designated areas. Re-bag trash and recycling receptacles with new bags.
- Clean kitchen (if used) and counter tops.

## **OTHER SPECIFICS:**

- Contact the onsite Facility Manager to adjust heating or air conditioning unit.
- Onsite Facility Manager will be available to answer questions and guide you as necessary during your event. Assistance from Facility Manager does not include waiting tables nor rearranging tables and chairs.
- Tables and chairs may not be removed from any building unless approved in writing.
- The applicant/user may not store items in any area of RCC either before or after the event unless approved in writing.
- Tickets can be sold as an admission charge.
- Smoking is not permitted anywhere within RCC's complex.
- Alcoholic beverages cannot be served or sold at events.
- Gambling, in any form, will not be permitted on the property.
- The kitchen is available for catering and services only, not for cooking.
- Facility usage cannot be transferred, assigned or sublet.
- Animals are not permitted in any of the buildings (except service dogs)
- Parking availability is guaranteed on the complex based on space availability normally not limited.
- Young children attending events must be under direct supervision/control of an adult 18yo or older at all times in all areas.
- Usage agreement may be terminated or voided by RCC if the information provided on the application is inaccurate or incorrect.

**FACILITY USAGE DETAILS:**

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

Indicate Time Period(s): Start Date:\_\_\_\_\_ End Date:\_\_\_\_\_

Set-Up Time: \_\_\_\_\_

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

Clean-Up Timeframe:\_\_\_\_\_ Final Lock-Up Time: \_\_\_\_\_

Estimated Number of Attendees: \_\_\_\_\_ Percentage of Minors: \_\_\_\_\_

Business EIN#\_\_\_\_\_ Non-Profit EIN #\_\_\_\_\_

**APPLICANT:**

Name of POC: \_\_\_\_\_

Title/Office: \_\_\_\_\_

Business/Organization: \_\_\_\_\_

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

City/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Alternate Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

Purpose of Meeting: \_\_\_\_\_

Admission Fee: \_\_\_\_\_

Type of Advertising: \_\_\_\_\_

**POLICY FOR USAGE OF RCC FACILITIES:**

RCC property may be used for community activities under rules and regulations approved by the board. Application for such use must be made to RCC’s Executive Office on this form. The application must be signed by the principal before being sent back to RCC’s Executive Office and will be provided to the property manager for review and approval. The application shall be approved by the Executive Office and the basic amount (or deposit) must be paid in advance. The date(s) are not held until deposit is provided and signed contract is given to the applicant.

RCC has a memorandum of agreement regarding its facilities highest priority for usage. Priority for use of facilities after regular obligated hours must be given to planned extension of the regular-day pre-scheduled programs and to certain scheduled classes or events. By formal agreement between RCC and its board, they are provided priority to space.

Permission to use building and grounds may be given to organized groups of citizens residing in the City of Newport News for educational, civic, charitable, or community interest programs or events. RCC shall establish discount amounts to be used by civic leagues and partners. Business partners may use any facility at the discount rate. Events subject to the discount rate cannot exceed seven consecutive days. The official status of a business partner shall be based on the list maintained by RCC.

In the event there is an admission charge, a collection of donations, or the facility use is one of fund raising, the money or funds charged, collected or raised shall be dedicated to educational, charitable, civic or community purposes within the City of Newport News or Hampton Roads area; and no money or funds so charged, collected or raised shall result in any private or commercial gain. Any exceptions to this must be requested and approved in advance in writing.

RCC property will not be used by any group or organization for any purpose that is inconsistent with the laws of the United States of America, the Commonwealth of Virginia, and or the city of Newport News. No meeting or other activity will be held on the property other than that stated on the application.

Permission to use property shall not be granted to any group or organization when the executive board or designee(s) with the advice of the chief of police, deems there is imminent danger of any breach of peace, turmoil, riot or resistance of law and order or danger to the property or persons using the same.

RCC reserves the right to revoke a permit at any time by refunding the amounts paid. RCC retains the right to not approve applications filed with the Executive Office of RCC (this is uncommon and must be with cause) within ten business days of the date of the requested use of property.

Except for city agencies, an organization may not use RCC facilities on Saturday or Sundays for a period longer than one year unless evidence is given that the organization has a building under construction or has a signed lease for another building which will be occupied within 60 days of the end of the lease.

All video and band equipment must be operated by personnel supplied by RCC, unless arrangements are made in advance and proportionate amounts made with the usage, as applicable.

The consumption of food and drinks is prohibited inside the hall unless facility is used as banquet space. Smoking is prohibited as per RCC's policy. Alcoholic beverages are prohibited to be consumed or sold on RCC's property. As a safety measure aisles and passageways must at all times be kept open and free of chairs, furniture or anything else that could obstruct or block such passageways.

Liability for damage to or loss of RCC property while it is being used by non-RCC groups is assumed by the applicant and the applicant agrees to assume such liability. The applicant agrees to protect, indemnify and save harmless, RCC, its officers and employees from and all claims, liabilities damage or rights of action directly or indirectly growing out of the use of the premises by such community organization.

**INSURANCE AND INDEMNIFICATION:**

RCC and your organization each agrees to carry adequate liability and other insurance protecting itself against any claims arising from any activities conducted in the RCC Complex during the meeting/event. Each party hereby indemnifies and holds the other harmless from any loss, liability, cost or damages arising from actual or threatened claims or causes of action resulting from the negligence or intentional misconduct of such party or its respective officers, directors, employees, agents, contractors, leaders or participants (as applicable).

In order to afford some protection for citizens who might be injured on RCC's premises while attending or participating in functions, RCC requires users of RCC facilities to carry a commercial general liability insurance policy with a limit per occurrence of \$500,000. \_\_\_\_\_ Initials. **A policy certificate of such coverage is required and must be presented 7 business days before use.** (Contact your insurance provider for details.)

**CANCELLATION POLICY-ACTS OF GOD CLAUSE:**

Regular cancellations of any function after signature of this contract are subject to a cancellation amount. Any function which cancels sixty (60) days or more prior to the event will be subject to a cancellation amount equal to 50% of the full room usage amount of the particular function scheduled. Any function that cancels within sixty (60) days prior to the event date will be subject to cancellation amount to (but not limited to), 100% of the full room usage amount of the function scheduled. All cancellations must be communicated directly to the RCC Executive Office and are to be submitted in writing.

Once this Agreement is accepted and signed there shall be no right to termination for the sole purpose of holding the same meeting or smaller version in another facility. In the event of complete cancellation of this agreement by either party other than for reasons of fire, flood, earthquake other Acts of God, war, government regulations, civil disorder, curtailment of transportation facilities, labor problems for RCC or for other situations making it illegal to hold this meeting the party canceling the event(s) is liable to the other party for a sum equal to the dollar value which would result from loss of all usage amounts and equipment (preparation (actual expenditures)) income.

#### **ARBITRATION:**

Any controversy, claim or dispute arising out of or relating to this Contract, shall at the option of RCC be settled in Newport News Virginia by arbitration in accordance with the rules of the American Arbitration Association. Further, any judgment or award rendered by the arbitration may be entered in any court having jurisdiction thereof.

#### **SIGNS AND DISPLAYS:**

No signs, banners and displays shall be erected or displayed in any part of RCC's Complex without the approval of the Facility/Service Site Manager. It is further agreed that no sign, banner or display shall be affixed to any part of the facility. RCC will provide easels based on availability and first come first serve request.

#### **USE OF LINENS, CHAIR COVERS, ETC:**

All specialty linens including tablecloths, overlay cloths, special linen napkins, chair covers, sashes, rented special china, stemware must be brought in or rented by the user. RCC has the following items available for rent:

Black Spandex Chair Covers  
White Spandex Chair Covers  
Chair Sashes (Various Colors)  
Black Spandex Tablecloths  
Table Sashes  
Flowers & Vases

Contact RCC Representative to discuss quantity needed and the amount it will cost to use items for your event.

#### **DECORATION EXCEPTIONS:**

*Use of glue, nails, tacks or staples are strictly forbidden on any walls within RCC's complex.* You must *only use painters' tape* to hang decorations on wall and/or floors. Notify the onsite Facility Manager for any questions pertaining to hanging decorations from the wall or ceiling.

#### **EXHIBITS AND EXHIBIT SPACE:**

Exhibit amounts associated with rental of booths or table top exhibits is listed below. Usage amounts include exhibit space, general cleaning of the aisles, lighting, heating and ventilation and does not include drayage, decoration, security services, labor or storage of display materials and show merchandise prior to the following scheduled exhibition or excessive trash removal.

- \$25.00 per table top, per day without electricity
- \$40.00 per table top, per day with electricity, which will include one standard 110 volt outlet per booth/table

No facility will be used beyond the time indicated on the approved application. The adult supervisor and/or building custodian will secure the building at the contracted time after giving a fifteen minute warning to the user.

Function rooms are assigned according to the number of persons expected to attend, and may be changed by RCC if attendance changes. Room locations are not guaranteed unless confirmed in writing. You are responsible for promptly advising the RCC staff in writing of any changes in function space requirements. RCC will make reasonable efforts to accommodate such changes based upon availability at the time of the request.

#### **REQUIRED SERVICE CONTRACTORS/AUDIO VISUAL:**

RCC provides general contracting services to allow "one-stop shopping." We have a list of service providers: decorators, event coordinators, graphic artist and DJ's to assist your group in creating a special event that will be remembered by your attendees. RCC is not responsible for the outcome or liable for anything associated with your use of these contractors/services. You always have the option of bringing in your own service providers.

**AUDIO VISUAL EQUIPMENT:**

For all your audio visual requirements, please contact your RCC contact who will be happy to arrange for any equipment you may require. Some equipment is available on the premises. To eliminate the possibility of service problems, excessive labor charges or delivery delays we recommend the use of our in house Audio Visual Department. Outside equipment may not be patched or plugged into the meeting/function room sound system. This does not apply to disc jockeys or bands that provide their own equipment.

**Please note:** All other Audio Visual companies will be charged a facility usage amount of 20% of the outside vendor’s contract price to cover RCC’s cost of labor, set-up and electrical requirements.

**FACILITY USAGE AMOUNTS: THE AMOUNTS BELOW COVERS UP TO 6 HOURS OF USAGE.**

**ADDITIONAL HOURLY AMOUNTS ARE CALCULATED AS FOLLOWS:**

**REGULAR ROOM RATE ÷ 6 HOURS**

**(EXAMPLE: \$475 ÷ 6 = \$79 PER HOUR)**

Band and/or audio equipment **IS NOT** included and cannot be used without RCC’s approval. Additional fees will be applied.

**BANQUET HALL (SECTIONS A & B)  
SECTION A (FRONT) & SECTION B (BACK)  
THEATER STYLE – APPROXIMATELY 350 CAPACITY**

Monday – Thursday	\$475.00
Friday – Saturday	\$575.00
Sunday after 3pm	\$675.00

**BANQUET HALL (SECTION A OR B ONLY)  
SECTION A (FRONT) OR SECTION B (BACK)**

Monday – Thursday	\$275.00
Friday – Saturday	\$325.00
Sunday after 3pm	\$375.00

**MUTI-PURPOSE ROOM (DREAM CENTER)**

Monday – Thursday	\$255.00
Friday – Saturday	\$375.00
Sunday after 3pm	\$575.00

**CLASSROOM (VARIOUS SIZES AVAILABLE)**

Monday – Thursday \$165.00 per Classroom  
Friday – Saturday \$225.00 per Classroom  
Sunday after 3pm \$325.00 per Classroom

**CAFÉ**

Monday – Sunday \$225.00

**USAGE FOR FEE BASED EVENT:**

If admission is charged or the event is used for fund raising or donations, the usage will be 10% of gross receipts or \$600.00 whichever is the greater amount. When used for an event for which admission, fund raising or donations do not occur, the usage amounts are shown above.

**CALCULATION OF DEPOSIT & FACILITY USAGE AMOUNTS:**

**PART 1:** Facility Deposit: \$ 200.00 (Due at Least 30 Days Prior to Event)  
*Deposit Cannot be Waived*

**Make Check Payable to: Restoration Christian Church-VA**  
Cash/CC/Check # \_\_\_\_\_ / Date Paid: \_\_\_\_\_  
**RCC Staff Signature:** \_\_\_\_\_

**PART 2:** Usage Amounts Summarized Below

Facility Usage (Check Section Below) Refer to Pages 6 and 7 for Facility Usage Amounts  
Banquet Hall (Sections A & B) \$ \_\_\_\_\_  
Banquet Hall (Section A Only) \$ \_\_\_\_\_  
Banquet Hall (Section B Only) \$ \_\_\_\_\_  
Multi-Purpose Room \$ \_\_\_\_\_  
Classroom(s) / # of Classrooms: \$ \_\_\_\_\_  
Café \$ \_\_\_\_\_  
  
***Facility Usage Total*** \$ \_\_\_\_\_

**Additional Facility Fees:**

Podiums (\$50 each) \$ \_\_\_\_\_

Screen and Projector (\$75/set) \$ \_\_\_\_\_

Staff Custodial Support \_\_\_\_\_ hrs x \$10 = \$ \_\_\_\_\_ \*Min. 1 Hr Range/Assessed by RCC Staff Based on Needs

Onsite Facility Manager  
(Onsite for Duration of Event) \_\_\_\_\_ hrs x \$15 = \$ \_\_\_\_\_ \*Required Onsite for Duration of Event

Security Personnel \*\_ hrs x \$15 = \$ \_\_\_\_\_ \*Required for Events OVER 150 Guests

Audio Personnel & Equipment \_\_ hrs x \$75 = \$ \_\_\_\_\_ #of Hrs of Event + 1 Add'l Hr for Setup & Breakdown  
Includes Monitoring Mics & Speakers

Video Personnel & Equipment \_\_\_\_ hrs x \$75 = \$ \_\_\_\_\_ #of Hrs of Event + 1 Add'l Hr for Setup & Prep  
Includes 1 Video Tech

Mic Usage & Mic Set-Up Amount (\$5 Flat) = \$ \_\_\_\_\_

Outside Audio Usage Amount (20% of Vendor's Price) \$ \_\_\_\_\_ \*Required Due to Electricity Usage

Exhibits / Exhibit Space Rental from Page 5 \$ \_\_\_\_\_

***Additional Facility Fees:*** \$ \_\_\_\_\_

**Total Amount Due** \$ \_\_\_\_\_

<p><b>Make Check Payable to: Restoration Christian Church-VA</b></p> <p><input type="checkbox"/>Cash/<input type="checkbox"/>CC/<input type="checkbox"/>Check # _____ / Date Paid: _____</p> <p><b>RCC Staff Signature:</b> _____</p>
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**APPROVALS**

I hereby understand that I may advertise the location of my event as: **Restoration Christian Church, The Dream Center or Denbigh Professional Park. The address is 606 Denbigh Boulevard, Newport News, Virginia 23608.** The rooms located in the main building are in Building #200. The rooms located in the Dream Center are in Building #301.

**Required:**  **Yes, I Understand Initial** \_\_\_\_\_ / **Date:** \_\_\_\_\_

Use of Restoration Christian Church’s Logo is not permitted. If your event is a partnership with Restoration Christian Church, contact [Kimberly.thomas@RCCVA.CHURCH](mailto:Kimberly.thomas@RCCVA.CHURCH) for details and permission to use logo.

**Required:**  **Yes, I Understand Initial** \_\_\_\_\_ / **Date:** \_\_\_\_\_

I hereby agree to observe and enforce all rules and regulations of RCC governing the use of this property. I agree to protect, indemnify and save harmless, RCC, its officers, employees from any and all claims, liabilities, damages or rights of action directly or indirectly growing out of the use of the premises. I further agree to carry a commercial general liability insurance policy with a limit per occurrence of \$500,000. **A policy certificate of such coverage shall be provided 7 business days prior to the event.** I hereby agree to pay all usage amounts listed in the facility usage “schedules” sections of this application. Absolutely no alcoholic beverages are allowed to be served or provided anywhere on the RCC complex.

**Required:**  **Yes, I Understand Initial** \_\_\_\_\_ / **Date:** \_\_\_\_\_

In WITNESS WHEREOF, RCC and the applicant/client have executed this Contract in manner and form sufficient to bind them as of the date and year set forth on page one of this Contract. I understand and agree to all of the provision of this agreement and “Policy for Usage of RCC’s facilities” provided herein.

\_\_\_\_\_  
**Signature of Applicant** \_\_\_\_\_  
**Date**

**100% of payment must be made at least 1 week prior to event.**

**Make Checks Payable to: Restoration Christian Church-VA**  
**Mail Payments to: RCC-VA, Attention: Kim Thomas**  
**606 Denbigh Blvd., #200, Newport News, VA 23608**

Dates have been checked and the facility is available as requested.

\_\_\_\_\_  
**Signature of RCC Authorized Staff** \_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature of RCC Approving Official** \_\_\_\_\_  
**Date**  
*Signature must be different from RCC Staff Leader*

Upon Receipt of All Three Signatures, This Usage Application is Hereby Accepted & Approved.

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***Complete If / When Deposit is Received:***

Amount of Deposit Received: \_\_\_\_\_  
Date Deposit Received: \_\_\_\_\_ by \_\_\_\_\_  
Name of RCC Personnel

***Complete If / When Deposit is Returned to Applicant:***  
Amount of Deposit Refunded: \_\_\_\_\_  
Date Deposit Returned: \_\_\_\_\_ by \_\_\_\_\_  
Name of RCC Personnel

RCC Check Number: \_\_\_\_\_  
Method: Mailed to \_\_\_\_\_ OR Picked up by \_\_\_\_\_

***Complete If / When Refund Issued:***  
Date Refunded: \_\_\_\_\_  
Amount of Refund: \_\_\_\_\_ RCC Check # \_\_\_\_\_  
Name Refund Payable to: \_\_\_\_\_

