

***The United Church of Winchester***  
**99 Main Street**  
**Office 603-239-4465**

This is a **RENTAL AGREEMENT** between the  
**The United Church of Winchester,**  
located at 99 Main Street, Winchester, NH (hereinafter referred to as TUCW) and:

NAME: \_\_\_\_\_

Legal Mailing Address: \_\_\_\_\_

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

Date of Event: \_\_\_\_\_ Start Time: \_\_\_\_\_ End Time: \_\_\_\_\_ Door Open Time \_\_\_\_\_

Day Phone: \_\_\_\_\_ Night Phone: \_\_\_\_\_ Approx. Number of guests: \_\_\_\_\_

The rental party agrees to the use of the following rooms(s)

**WEDDINGS & FUNERALS**

_____ Sexton <b>Table and Chair Set Up</b>	\$100.00 (Paid directly to the Sexton)
_____ Organist	\$100.00 (Paid directly to the Organist)
_____ Soloist with Organist	\$150.00 (Paid directly to the Organist)
_____ Pastor	\$200.00 (Paid directly to the Pastor)
_____ Sanctuary	\$200.00
_____ Fellowship Hall	\$100.00
_____ Fellowship Hall and Kitchen	\$150.00
_____ Sanctuary/Hall/Kitchen	\$200.00
_____ Collation/Reception	*Only available if there are church members to volunteer. Donations to TUCW are accepted.

**MISCELLANEOUS RENTALS**

_____ Fellowship Hall	\$100.00
_____ Fellowship Hall and Kitchen	\$150.00
_____ Kitchen	\$50.00

- **Per TUCW “Place of Assembly” permitted by Winchester’s Fire Chief 2025, capacity limits are 175 people without tables and chairs and 86 people with tables and chairs/wheelchairs.**

**Cleaning/Security Deposit and Other Fees:**

The following terms and conditions are mutually agreed between TUCW and the RENTAL PARTY. Please initial in the appropriate location:

- The rental party agrees to pay a \$100.00 cleaning/security deposit fee upon the signing of this contract, said deposit to be returned to the rental party no later than four weeks following the event, provided that the facility is left in a reasonable and acceptable condition. **The Hall will not be reserved without the \$100.00 fee.**
- The full amount of the rental fee must be paid in full no later than 1 week prior to the scheduled rental date, unless other arrangements have been made with the office.
- The \$100.00 cleaning/security deposit fee will be forfeited in the event of cancellation unless TUCW is notified within 1 week prior to the rental date.
- The Cleaning/Security Deposit fee shall be forfeited in full, or in part, as a result of failure to honor this agreement, and/or any losses, and/or any damages occurring during the rental.
- The rental party shall pay any costs for damages or excessive cleaning costs that exceed the \$100.00 cleaning/security deposit to TUCW. TUCW shall provide the rental party with the documentation of costs for cleaning and repairs in excess of the \$100.00 cleaning/security deposit.
- TUCW is a smoke free facility. You may only smoke outside of the buildings in the driveway and a considerate distance from the entrance or exits. Please dispose of your cigarette butts in the appropriate container outside of the hall.  
**Smoking inside of any of TUCW facilities will result in the loss of your \$100.00 security deposit.**
- Open flames are not permitted in any of TUCW buildings. This includes wax candles, oil burning candles, incense, and aromatherapy burners; except for birthday cake candles, which must be under direct parent/adult supervision.
- Any refund of the cleaning/security Deposit fee shall be returned to the rental party within four (4) weeks after the rental date.

**GENERAL MAINTENANCE/SAFETY REQUIREMENTS:**

- The rental party will be responsible for assuring that no fire extinguishers or means of egress are blocked.
- The rental party is responsible for cleaning of any kind of spills, sweeping the floors, secure garbage in barrels provided, thoroughly cleaning counter tops, walls, sink and any appliance used. Renters may use whatever cleaning detergent that are in open view in the kitchen. Please remember to turn the stove off but leave the pilot light lit. It is recommended to use the fan when cooking.

- The rental party shall be responsible for the removal of all decorations that you bring in. Please **do not** use nails or tacks. Please use removable adhesive.
- The rental party shall be responsible for the set up and breakdown of the tables and chairs unless other arrangements have been made with the office to schedule the Sexton to do so. The Sexton is paid directly, in advance, for the set up and breakdown. Unless other arrangements are made in advance, please return the tables and chairs to the racks in appropriate storage spaces. Please make sure they have been cleaned.
- TUCW will close and the grounds will be vacated no later than 8pm, unless another arrangement has been made with the office.
- TUCW is currently a smoke free, drug free and alcohol-free environment.

### **Return Check Fee**

- Any return checks for insufficient funds shall incur a fee of \$25.00 plus any other applicable bank fees incurred by TUCW. Unpaid balances on returned checks after 30 days, and for every 30 days after, will be charged an additional \$10.00.

## **Waiver of Liability and Assumption of Risk Agreement Use of Premises**

### **Waiver:**

In consideration of my use of the premises of the United Church of Winchester, I for myself, my heirs, personal representative or assigns, do hereby release, waive, discharge, and covenant not to sue TUCW, its trustees, Administrative Assistants, officers, employees and agents from liability from any and all claims including negligence of TUCW resulting in personal injury, accidents, or illnesses (including death) and property loss arising from use of premises.

### **Assumption of Risk:**

TUCW carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. I have read the previous paragraphs, and I know and understand and appreciate these and other risks are inherent in the activity I am participating in. I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

### **Indemnification and Hold Harmless:**

I also agree to indemnify and hold harmless TUCW, its trustees, Administrative Assistants, officers, employees and agents from any and all claims, actions, suits, costs, expenses, damages and liabilities including attorney fees as a result of this use of premises.

### **Severability:**

The undersigned further expressly agrees that the forgoing waiver and assumption of risk agreement is intended to be as broad and inclusive as is permitted by the law of the State of New Hampshire and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**Acknowledgement of Understanding:**

I have read this waiver of liability, assumption of risk, and indemnity agreement, and fully understand its terms. I acknowledge that I am signing the agreement freely and voluntarily and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

The rental party agrees to meet with TUCW staff/authorized person for a “pre rental walk through” to tour the facility being rented. TUCW staff/authorized person will show the rental party where to locate all the emergency exits, fire extinguishers and emergency phone numbers are located at least one hour before the scheduled event.

\_\_\_\_\_  
Date for pre-rental Showing **are only scheduled Tuesday to Thursday 5-8pm**

I/We have read this fully and understand the above contract to be binding, as stated.

\_\_\_\_\_  
Signature of Rental Party

\_\_\_\_\_  
Date

\_\_\_\_\_  
UCW Authorized Representative

\_\_\_\_\_  
Date

Updated 4/9/2025

Approved