

**MILES CHAPEL C.M.E. CHURCH**  
**4315 LYONS AVENUE / HOUSTON, TEXAS 77020**  
**RENTAL AGREEMENT**  
Fax to 713-671-2393  
[Contact: Church Pastor for Approval (phone: 713-672-0619)]

**Renter Name:** \_\_\_\_\_

**Renter Address:** \_\_\_\_\_

\_\_\_\_\_

**Email address:** \_\_\_\_\_

**Contact number:** \_\_\_\_\_ **Alt. Number:** \_\_\_\_\_

**Proof of Identification:** \_\_\_\_\_

**Photo ID Required**

**Renter:** \_\_\_\_\_ **Renter:** \_\_\_\_\_

**Date(s) of Event:** \_\_\_\_\_ **Type of Event** \_\_\_\_\_

**Check-in Date/time:** \_\_\_\_\_ **Check-out Date/ time:** \_\_\_\_\_

**THIS AGREEMENT** is made by and between the above named person(s), hereinafter referred to as “renter(s)” and Miles Chapel C.M.E. Church, 4315 Lyons Avenue, for good and valuable consideration and for the mutual covenants and conditions herein contained, the parties agree as follows:

**Whereas**, the rental cost and other fees, if applicable, for the date(s) and time(s) set out above is \$\_\_\_\_\_ and other fees (if applicable) required have been added to this rental amount. Miles Chapel C.M.E. Church, 4315 Lyons Avenue does not charge or require any gratuity charge or tip.

The rental cost can be paid in one lump sum or in two (2) equal installments of \$\_\_\_\_\_. However; the full cost must be paid at least seven (7) days prior to the event, which date is \_\_\_\_\_.

**Whereas**, in addition to the rental cost, if applicable, the renter(s) shall pay a refundable amount of \$150.00 for security/damage deposit in order to reserve any event date. Rentals are on a first come first serve basis. A non-secured date may be held for forty eight (48) hours after the initial request is made, however; the Rental Agreement and a security/damage deposit must be received within the forty eight (48) hours to guarantee the date. No reservation is guaranteed or confirmed unless/until this Rental Agreement is signed and returned with the security/damage deposit and other requirements set out herein.

**Whereas**, Miles Chapel C.M.E. Church, 4315 Lyons Avenue is not responsible for accidents or injury to renter(s), guests, visitors, or any other persons or for the loss of money or valuables of any kind. Renter(s) do hereby agree to release, acquit, and forever discharge Miles Chapel C.M.E. Church,

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4315 Lyons Avenue, its officers, affiliates, agents, servants, employees, its personal representatives, successors and assigns, and any and all other persons, firms or corporations in probity with it, of and from any and all claims, demands, and causes of action, that renter(s) may have, have had, or ever have arising out of or by reason of the renter(s)' rental for the event.

**Whereas**, renter(s) agree to indemnify, protect, and hold harmless Miles Chapel C.M.E. Church, 4315 Lyons Avenue, its officers, affiliates, agents, servants, employees, its personal representatives, successors and assigns, against any claim for injuries, damages, or other consequences asserted by renter(s) or their guests, visitors, or any other persons during the rental terms and times.

**Further**, the age of all persons responsible for renting the Miles Chapel C.M.E. Church Miles Chapel C.M.E. Church must be at least twenty five (25) years and older with no exceptions. This rule is strictly adhered to.

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**Renter(s) Acknowledgement** **Date**

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**Renter(s) Acknowledgement** **Date**

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**Miles Chapel C.M.E. Church (Witness)** **Date**

The Miles Chapel C.M.E. Church Agent holds the power to act solely on behalf of Miles Chapel C.M.E. Church, its officers, affiliates, agents, servants, employees, its personal representatives, successors and assigns agents and should be recognized as such by the renter(s), their guests, visitors, or any other persons throughout the rental terms and times.

The Miles Chapel C.M.E. Church is the sole property of Miles Chapel C.M.E. Church and should be treated as such at all times and by renter(s), their guests, visitors, or any other persons during the rental terms and times.

**Conditions:**

**1. Purpose of Use:**

The Miles Chapel C.M.E. Church, 4315 Lyons Avenue may be used but is not limited to the following events. Events not listed below are subject to approval by the Pastor, Board of Stewards and Board of Trustees (official boards) of Miles Chapel C.M.E. Church.

**Class Reunions**

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**Concerts (Gospel and/or Christian)**  
**Conferences**  
**Family Reunions**  
**Funerals**  
**Meetings**  
**Plays/Dramas (Gospel and/or Christian)**  
**Weddings**  
**Worship Services**  
**Workshops**  
**Birthday Dinner**

**Music and/or entertainment must be Gospel and/or Christian only.**

## **2. Occupancy:**

Maximum occupancy for the Miles Chapel C.M.E. Church is not to exceed **377** persons. The total number of persons attending any event must be kept to or less 300 persons in order to comply with fire and county/city regulations. Any unauthorized use of these areas will result in forfeiture of a portion or all of the security/damage deposit.

Maximum occupancy for sanctuary is **299** persons. Maximum occupancy for the fellowship hall is **078** persons. Maximum occupancy for Drew-Legacy Hall is approximately **25** persons.

## **3. Damages:**

Damage deposit is fully refundable if the event takes place and the facility is returned in the same condition as received, based on a pre and post-event on-site inspection and approval of checklist. Renter(s) and Miles Chapel C.M.E. Church representative each shall receive a copy of the contract, including the completed checklist, signed by both parties. Any post-event damages are deducted from the security/damage deposit.

- a. Renter(s) is responsible for:
- Any loss or damage incurred to the Premises by their helpers, hired staff, other service providers and their guests, if the security/damage deposit is not sufficient to cover them.
  - the conduct of their helpers, hired staff, other service providers and their guests, on the premises during and following the event.
  - the proper handling of all equipment and furnishings.
  - removal of trash to disposal bin.
- b. Keys to the kitchen are provided only when kitchen rental has been paid.

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The **\$150.00 security/damage deposit** is not applied to the event fees. This deposit shall be retained by Miles Chapel C.M.E. Church, 4315 Lyons Avenue until the facility is inspected and cleaned by the facility's staff following the event. If there is no loss or damage of the property and premises by renter(s) and/or their guests, the security/damage deposit shall be refunded within two (2) weeks following the event. If there is loss or damage, renter(s) shall forfeit part or all of the security/damage deposit at the discretion of Miles Chapel C.M.E. Church, 4315 Lyons Avenue. Renter(s) shall be notified in writing of the loss or damage as well as the amount of the deposit to be forfeited. Further, renter(s) are responsible for all losses or damages to premises and/or furnishings and furniture caused by the renter(s), guests, visitors, or any other persons exceeding the amount of the \$150.00 deposit. By renting the facilities, renter(s) are assuming all risk and liability for any damage done to persons or property or visitors occasioned by the present or future condition of the premises, both latent and manifest. Failure to comply and/or cover expenses exceeding the \$150.00 will result in you forfeiting any future use and/or rental of the facility.

**Members only: \$150.00 will be collected at the time of rental; provided there are no damages, the custodian and caretakers fees will be deducted from the deposit and all other funds returned.**

#### **4. Deposits/Payments:**

The deposit, event fees and/or other fees may be paid in cash, personal check, money order, cashier's check, credit card and/or mobile. Payment made with a personal check must be paid at least fifteen (15) days prior to the date of the event. Any personal check not honored by the bank may result in cancellation of the event, unless the deposit, rental fees, or other fees, plus assessed bank service charges, are paid in cash within five (5) days after notice to the renter(s). All parties agree that the security/damage deposit cost will be deposited into any business account of Miles Chapel C.M.E. Church.

**Note:**

**Mobile:      Miles Chapel Mobile Webpage APP  
Text MCCME to 54244 or click on link  
Mileschapel.mymobsite.us/welcome**

**Credit Card:    PayPal  
www.mileschapelcme.org**

#### **5. Cancellations:**

If renter(s) cancel for any reason within fourteen (14) days prior to the event date, all parties agree that a \$50.00 processing fee will be charged for cancelled reservations. If renter(s) cancel for any reason on or between fifteen (15) days to thirty (30) days prior to the event date, all parties agree that a \$25.00 processing fee will be charged for cancelled reservations. Any remaining event fees, or other applicable fees, paid in advance, shall be fully refunded to renter(s) within two (2) weeks of cancellation.

**Exceptions** may be granted to return the security/deposit fees in full to the renter(s) for extenuating circumstances. Such request must be submitted in writing to Miles Chapel C.M.E. Church. Exceptions

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will be determined, granted and/or denied by the Pastor, the Board of Stewards and the Board of Trustees at the time the request is made. Renter(s) will be notified in writing within fifteen (15) days of the request. If the request for full refund is granted, a check will be attached to the letter, however; if the request is denied, the letter will state reasons for the denial.

If Miles Chapel C.M.E. Church, its officers, affiliates, agents, servants, employees, its personal representatives, successors and assigns agents must cancel any event for any reason that is not due to cancellation by renter(s) or renter(s)'s non-payment or non-compliance of the terms and provisions of this Rental Agreement, a full refund of the deposit, and/or other applicable fees paid by renter(s), shall be refunded to renter(s) within five (5) days of cancellation by Miles Chapel C.M.E. Church. Miles Chapel C.M.E. Church, 4315 Lyons Avenue is hereby released of any further liability from any and all foreseeable or unforeseeable damages.

## **6. Check-in and check-out Time:**

Check-in and check-out times are strictly enforced in order to prepare Miles Chapel C.M.E. Church, 4315 Lyons Avenue for other scheduled events.

## **7. Set-Up Time:**

The renter(s) will be allowed set-up time prior to the event and on the day of the event only. A \$25.00 set-up fee will be charged if the renter(s) request set-up time on days other than the date of the event, (for example) if the event is on Saturday and the renter(s) request to set up on Friday evening, there may be a \$25.00 charge. The fee will be determined at the time the request is made.

## **8. Use of Property:**

Upon arrival, the responsible party for the rental must check-in with the Pastor and/or appointed church officer prior to setup to review responsibilities and policies. The responsible party will be held accountable for the action of all the rental participants.

Please note that the renter(s) is responsible for the setup of the facility prior to the event only. Renter(s) will not be responsible for taking down any tables and/or chairs and the end of the event. Miles Chapel C.M.E. Church, 4315 Lyons Avenue staff will be responsible for taking down any tables and/or chairs at the end of the event.

All items brought in by renter(s) must be removed by renter(s) prior to check-out time. No property belonging to Miles Chapel C.M.E. Church, 4315 Lyons Avenue shall be moved or taken outside by renter(s) or their guests; otherwise, renter(s) shall forfeit all or part of the \$150.00 deposit at the discretion of Miles Chapel C.M.E. Church. Miles Chapel C.M.E. Church's, its officers, affiliates, agents, servants, employees, its personal representatives, successors, assigns, owners or agents shall have the right to access and may be on the premises at any time for the purposes of inspection, supervision of building and grounds, security, management, or other purposes.

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All youth/teenage activities must be supervised by adults at all times. A ratio of one adult per 10 youth/teens is required. The sponsoring adult must be present at all time.

**Sorry, no pets are allowed on the property of Miles Chapel C.M.E. Church, 4315 Lyons Avenue.**

### **9. Noise Ordinance:**

Loud activities should be kept to a minimum so that you do not disturb other members and guests at the facility or in the surrounding area.

### **10. Cleaning/Clean-up:**

The Miles Chapel C.M.E. Church and associated facilities will be delivered cleaned to the renter(s). The renter(s) is expected to return them in the same condition as received. Cleaning services will be provided by Miles Chapel C.M.E. Church, 4315 Lyons Avenue at the end of each event. No cleaning services are provided during the event.

The following general cleaning is required at the conclusion of the rental:

- a. Pick-up all trash both inside and outside of the building.
- b. Bag all trash and leave it by the back door (on the inside of the building).
- c. Put clean trash liners (bags) in trash cans. (care taker will provide 2 additional trash bags)
- d. Wipe down all tables and countertops.
- e. Remove all decorations, balloons, and other party materials.
- f. Remove all food and other items from the kitchen and refrigerator that was brought by your group.

### **11. Smoking:**

No smoking is allowed within 25 feet of the church front and back door on the property of Miles Chapel C.M.E. Church, 4315 Lyons Avenue. **This rule will be strictly adhered to.**

### **12. Alcoholic Beverages:**

Alcoholic beverages are prohibited anywhere on the property of Miles Chapel C.M.E. Church, 4315 Lyons Avenue (including buildings, grounds, and parking lot). In compliance with the Church Covenant, this facility is a non-alcoholic facility.

**This rule will be strictly enforced.**

### **13. Weapons/Firearms:**

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Weapons and/or firearms are prohibited from anywhere on the property of Miles Chapel C.M.E. Church, 4315 Lyons Avenue (including buildings, grounds, and parking lot), unless hired by the church for security purposes. **This rule will be strictly adhered to.**

#### **14. Catering:**

The renter(s) is responsible for making his/her own arrangements with the catering provider. Miles Chapel C.M.E. Church, 4315 Lyons Avenue must be provided with a list of caterers and/or other vendors that will have access to the facility. This information must be provided at least seven (7) days prior to the event.

#### **15. Decorations:**

The following rules are applied and must be followed by all renter(s):

1. No staples, thumb tacks or nails in furniture or on the walls
2. No repainting of walls
3. Surplus chairs and tables are to remain in the building or in the designated storage area, not exposed to the elements.

#### **16. Parking:**

Parking area is available for use at all events at no extra charge. Parking is subject to parking signs and regulations. Please secure your items left in vehicle. Miles Chapel C.M.E. Church **will not** be liable for any accidents or theft. Parking Lot Rental is for Parking Lot Only (no inside facility activity).

#### **17. Sound and Audio Visual – Equipment Rental:**

Video equipment and services are available at an additional cost. Cost will be provided at the time the request is made.

##### **AV and Sound Technician - \$25.00 per hour**

Our technician is required when our equipment is being used to ensure proper usage and protection of the equipment.

**ANY OUTSIDE AUDIO OR VISUAL (video, D.J. etc.,) MUST BE APPROVED IN ADVANCE.**

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**Member Rates:**

**Member rates are offered when the person making the reservation for the event is an active MEMBER of Miles Chapel C.M.E., both in the year that the reservation is made and in the year the event is held.**

**Members are prohibited from renting the facility for a non-member in order to receive the member rate/discount.**

**Member's rate for the Church rental are as follows:**

<b>Funerals</b>		<b>\$0.00</b>
<b>Church Meetings</b>		<b>\$0.00</b>
<b>Approved Workshops</b>		<b>\$0.00</b>
<b>Plays/Dramas (Gospel and/or Christian)</b>		<b>\$0.00</b>
<b>Weddings</b>	<b>Janitorial</b>	<b>\$50.00</b>
	<b>Church and/or</b>	<b>\$75.00</b>
	<b>Security</b>	
<b>Family Reunions</b>	<b>Janitorial</b>	<b>\$50.00</b>
	<b>Church and/or</b>	<b>\$75.00</b>
	<b>Security</b>	
<b>Birthday Dinners</b>	<b>Janitorial</b>	<b>\$50.00</b>
	<b>Church and/or</b>	<b>\$75.00</b>
	<b>Security</b>	



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**Non-Member's rate for the Church rental are as follows:**

Sanctuary	Half Day	\$250.00
Fellowship Hall	Half Day	\$250.00
Kitchen	Half Day	\$125.00
Sanctuary & Kitchen	Half Day	\$300.00
Sanctuary & Fellowship Hall	Half Day	\$300.00
Fellowship Hall & Kitchen	Half Day	\$300.00
Sanctuary, Fellowship & Kitchen	Half Day	\$325.00
Sanctuary	Full Day	\$300.00
Fellowship Hall	Full Day	\$300.00
Kitchen	Full Day	\$200.00
Sanctuary & Kitchen	Full Day	\$350.00
Sanctuary & Fellowship Hall	Full Day	\$350.00
Fellowship Hall & Kitchen	Full Day	\$350.00
Sanctuary, Fellowship & Kitchen	Full Day	\$400.00
Drew-Legacy Hall		\$100.00
Parking Lot Only:		
Inside Gate		\$125.00
Outside Gate-across the street		

**Note:** Non-Active Members will be charged half of the Non-Member's rental price.

**A half day is equal to four (4) hours**

**A full day is equal to eight (8) hours**

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Miles Chapel C.M.E. Church, 4315 Lyons Avenue may not be used for any unlawful purposes. Renter(s) are prohibited from charging admission, conducting raffles or auctions and/or sell of any articles. An offering can only be lifted at a preaching worship services.

Miles Chapel C.M.E. Church, 4315 Lyons Avenue reserves the right to refuse to rent to any person(s) for any reason deemed necessary.

Miles Chapel C.M.E. Church Miles Chapel C.M.E. Church cannot be sub-leased by renter(s) for any reason.

Any changes to this agreement must be handwritten on the face of this original Agreement and shall be initialed by all parties hereto.

By signing this agreement, renter(s) acknowledge the amount of the fees to be paid to Miles Chapel C.M.E. Church, 4315 Lyons Avenue and agree to be responsible for payment in full in accordance with this agreement.

The terms and conditions of this Rental Agreement are accepted and agreed to by all parties this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**Consent and Release:**

I have read this Agreement and hereby covenant and agree to all of the general terms and specific conditions set out and, in particular, hereby covenant and agree that I am personally responsible and obligated to pay all charges due the Miles Chapel C.M.E. Church in accordance with the conditions outlined therein. I further acknowledge and agree that any breach of any of the conditions may result in the termination of my right to use the Premises at the discretion of the SBC Community Center.

\_\_\_\_\_  
**Renter(s)** **Date**

\_\_\_\_\_  
**Renter(s)** **Date**

In consideration of the covenants and agreements made by the Applicant, I hereby accept this application on behalf of the Miles Chapel C.M.E. Church, 4315 Lyons Avenue so as to permit the Applicant the right to use the Premises at the time or times specified there in.

\_\_\_\_\_  
**Miles Chapel C.M.E. Church Agent** **Date**

Miles Chapel C.M.E. Church, owners and agents wish for our guests to have a beautiful, fun, and memorable event, but request that the Miles Chapel C.M.E. Church buildings, furnishings, and outside areas be treated with respect and kept in a beautiful condition for our members and next

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guest.

**We thank and appreciate you. We welcome your return.**

*Sincerely,  
Miles Chapel C.M.E.*