

## **CHURCH FACILITIES USAGE AGREEMENT**

This Church Facilities Usage Agreement (the “Agreement”) is made and entered into as of the effective date set forth below by and between Federated Church, a non-profit corporation (the “Church”), and the undersigned user (the “User”).

Recitals:

- A. The Church owns and operates a church facility located at 2400 Sycamore Lane, West Lafayette, IN 47906.
- B. User desires to reserve from the Church a portion of the Church Facilities for the Reservation Term and solely for the Requested Use, all of which are described in the Church Facility Request for Reservation form (the “Church Facility Request for Reservation Form”<sup>©</sup> and church policy.
- C. The Church is willing to reserve that portion of the Church Facilities requested and approved for User’s Requested Use subject to the terms and conditions set forth in this Agreement. (That portion of the Church Facilities requested and approved for use may be hereinafter be referred to as, the “Church Facilities” or the “Facilities”).

Now therefore, in consideration of the mutual covenants set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Church and User agree as follows:

1. **Reservation of Facilities:** The portions of the Church Facilities that User has reserved for use are set forth in the Church Facility Request for Reservation Form. The Church agrees to permit User to use those Facilities on the date(s) and times set forth in the Church Facility Request for Reservation Form for the Requested Use, subject to the terms and conditions set forth in this Agreement. In the event that the User desires to make any change to the Usage Term or the Facilities to be used, it must request such change in writing to the Church. Such written request may be made via electronic mail. The Church may approve or disapprove such change at its sole discretion for any reason or for no reason. In the event the change is approved, as evidenced by the Church’s signature on the written request from the User, all other terms and provisions in this Agreement shall continue in full force and effect.
2. **Payment of Fees:** User agrees to pay the Fees for the Facilities in the amount set forth and determined by the Church Facility Request for Reservation Form. User shall pay the total deposit and reservation fee to the Church immediately upon notice of the Church’s acceptance of the Church Facility Request for Reservation Form. In the event of multiple Usage Dates that extend over a period of more than a single month, the Fees shall be paid in monthly installments, each of which are due on or before the first day of each calendar month during the Usage Term.

3. **Reservation Fee and Security/Damage Deposit:** Upon execution of this Agreement by User, User shall pay to the Church a \$50 nonrefundable reservation fee and the security/damage deposit in an amount described in the Church Facility Request for Reservation Form. The reservation fee shall be credited against the Usage Fee. The Church may use the security/damage deposit to pay for cleaning of the Facilities or for damages to any Church property damaged by User or any individuals participating in User's event(s) or activity(ies). After paying for such cleaning or repairs, the Church will return, within a reasonable time after the end of the Usage Term, any remaining portion of the security/damage deposit to User at User's address set forth in the Church Facility Request for Reservation Form.
4. **Term of the Agreement:** The term of this Agreement is the Usage Term set forth in the Church Facility Request for Reservation Form. Either party may terminate this Agreement prior to the end of the Usage Term with 30 days written notice to the other party. Notwithstanding any term to the contrary, the Church may terminate this Agreement immediately upon written notice to User (a) in the event of User's violation, as determined by the Church in its sole discretion, of any of the Rules for Usage of the Facility, and/or (b) for any other reason. If this Agreement is terminated prior to the end of the Usage Term, the Church will refund to User any prepaid Usage Fee for which User has not used the Facilities.
5. **Rules for Usage:** User agrees that it will not use the Facilities for any unlawful purposes, and will obey all laws, rules and regulations of all governmental authorities while using the Facilities. User further agrees that it will not use the Facilities for any purpose that is contrary to the mission, purpose or belief of the Church, which is a biblically based religious institution. The User and all individuals participating in the User's event(s) and activity(ies) on the Church property shall comply with the policies, procedures and rules of the Church pertaining to usage of the Facilities, which may be amended or modified hereafter by notice to User. Strict compliance with the rules is a condition of usage or continued usage of the Facilities.
6. **Condition of Facilities:** The Facilities are provided by the Church to User "AS IS" and WITHOUT ANY WARRANTY OR REPRESENTATION WHATSOEVER. User agrees to return the Facilities (including any entrances, exits, lobby area, and restrooms) to the Church in substantially the same condition, normal wear and tear excepted, as it was at the beginning of the Usage Term. User will be responsible for all damages to any Church property caused by User, participants in User's event(s) and activity(ies), or arising from the use of the Facilities.
7. **Release of Liability:** USER HEREBY RELEASES THE CHURCH, ITS OFFICERS, EMPLOYEES, MEMBERS AND AGENTS FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION AND LIABILITIES OF ANY KIND OR NATURE WHICH USER MAY HAVE OR HEREINAFTER MAY HAVE, RELATING, DIRECTLY OR INDIRECTLY, TO THE FACILITIES, ANY OF THE CHURCH PROPERTY, OR THE USER'S USE THEREOF, INCLUDING BUT NOT LIMITED TO LIABILITY FOR THE CHURCH'S NEGLIGENCE, ARISING OUT OF OR

RELATED TO THIS AGREEMENT OR THE CHURCH'S PROVISION OF THE FACILITIES TO USER. The terms and conditions of this section shall survive the expiration or earlier termination of this Agreement.

8. Indemnification: User agrees to indemnify, defend, and hold harmless the Church, its officers, employees, members, agents, representatives, and assigns from and against, and to pay the Church upon demand the amount of any suits, claims, complaints, damages, judgments, penalties, fines, losses, costs, and expenses (including legal expenses or court costs) of whatever kind and nature, imposed upon, incurred by or asserted against the Church in any way related to or arising from, directly or indirectly, the execution, enforcement, or performance of this Agreement or User's (or any participants of User's event or activity) use of the Facilities, its entrances, exits, restrooms or surrounding areas. User's duty to indemnify, defend, and hold harmless hereunder includes, but is not limited to, claims related to or arising from bodily injury or death, damage to property and the loss of use of property resulting from such damage, and the property owned by individuals who are participants in User's event(s) and activities and regardless of whether such injury, death, damage or loss was caused in whole or in part by any act or omission of Church, including without limitation any negligent act or omission of Church, its officers, employees, members, agent or representatives. The terms and conditions of this section shall survive the expiration or earlier termination of this Agreement.
9. Evidence of Insurance: The Church requires as a condition to User's use of the Facilities that User provide evidence of liability or other appropriate insurance in an amount and issued by a carrier satisfactory to the Church to cover any injuries, losses, or damages related to User's use of the Facilities. The Church may also, at its discretion, require User to add the Church as "additional insured" to User's insurance policies prior to the commencement of the Usage Term.
10. No Assignment. User may not assign or transfer this Agreement, either in whole or in part.
11. Resolution of Disputes: Church and User agree that any disputes arising under this Agreement will be resolved via a mutually acceptable alternative dispute resolution process. If Church and User cannot mutually agree upon such a process, the dispute will be submitted to a three member arbitration panel of the American Arbitration Association for final resolution.
12. Entire Agreement. This Agreement, which includes the Church's Policy for Non Church Related Activity (and the related written Usage Rules) and the Church Facility Request for Reservation Form, represents the entire agreement between the parties with respect to the Facilities. No representation, warranties, promises, guarantees, undertakings, or agreements, oral or written, express or implied, have been made by the Church with respect to the facilities except as expressly stated herein.

13. Amendments: This Agreement can only be changed by an agreement in writing signed by both the Church and User, except that the Church may, by its own action, modify the rules for usage at any time with notice to User.

Signed as of the dates set forth below.

USER

Name Printed \_\_\_\_\_

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

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

CHURCH

Federated Church

By: \_\_\_\_\_

Name Printed \_\_\_\_\_

Title: \_\_\_\_\_

Effective Date: \_\_\_\_\_