

## BUILDING USAGE AGREEMENT ST. PAUL PRESBYTERIAN CHURCH

On this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, the undersigned User hereby enters into this Building Usage Agreement (this “Agreement”) with St. Paul Presbyterian Church (the “Church”) and agrees to the terms and conditions set forth below.

1. **Facility:** The facility(ies) to be rented (referred to below as the “Facility”):  
\_\_\_\_ Kathryn Mills Multipurpose Room  
\_\_\_\_ Fellowship Hall  
\_\_\_\_ Kitchen
  
2. **Date(s) and Time(s):** User shall have use of the Facility on the following date(s): \_\_\_\_\_. Usage time is from \_\_\_\_\_ to \_\_\_\_\_. This includes User’s set up and cleanup time. User agrees not to occupy the Facility outside these designated times. The Facility will be used for the following activity: \_\_\_\_\_.
  
3. **Fees:** User shall pay a usage fee of \$\_\_\_\_\_, with half of such amount to be paid at the time of signing this Agreement, and with the remaining half due 30 days before the first usage date. If this Agreement is signed fewer than 30 days before the first usage date, the remaining payment is due 7 days from the date of this Agreement.
  
4. **Deposit:** A cleaning and damage deposit in the amount of \$ \_\_\_\_\_ is to be paid when this Agreement is signed and shall be refunded (by mail about two weeks after building usage) if the Facility is left in the same (or better) condition of repair and cleanliness after User vacates as it was immediately before User’s usage of the Facility. Expenses for cleaning and repairs will be deducted from the deposit. User agrees that it will be personally liable for any repairs or cleaning above the security deposit amount resulting from its use of the Facility. If such amounts are not promptly paid, User agrees the Polk County District Court shall have jurisdiction of this matter and all attorney fees and costs of Church shall be paid by User.
  
5. **Policies:** User acknowledges that has received a copy of the Church’s Building Use Policy and agrees to comply therewith as if fully set fort herein.
  
6. **Liability:** The Church shall not be responsible for damages to property or injuries to persons or lost or stolen items of User that may arise from, or be incident to, the use of the Church Facility. The Church shall not be responsible for any claim, regardless of kind, related to activities undertaken pursuant to this Agreement.

7. **Permits and Licenses:** The User shall obtain all permits and licenses required for its activities at the Church. The Church shall not be responsible for the User's failure to obtain such permits and licenses or to comply with any other requirements imposed upon the User for the conduct of its activities.

8. **Compliance with Laws:** The User shall comply with all applicable laws, ordinances, rules and regulations. The Church shall not be responsible for the User's failure to comply.

9. **Insurance:** The User shall obtain adequate insurance coverage for persons and property associated with activities conducted pursuant to this Agreement.

10. **Internal Security:** The User shall be responsible for internal security of personnel and property within the areas assigned to it. The User accepts full responsibility for the conduct of all persons admitted to the Church pursuant to this Agreement. The User shall report immediately any violations of laws, ordinances or rules to the Church Pastor or Office Coordinator at phone number 276-2818.

11. **Liability for Damage to the Church:** The User shall at all times exercise due diligence in the protection of the Church grounds and facilities. In case any property of the Church is damaged or destroyed by the User incident to the use of the Church, the User shall pay an amount sufficient to compensate for the loss sustained by the Church by reason of damages to, or destruction of, the Facility.

12. **Vacating Facility:** On or before the end of the User's last scheduled use of the Facility, or this Agreement's termination, if sooner, the User shall vacate the Facility and restore the Facility to as good order and condition as that existed upon its arrival.

13. **Cancellation by User:** If not canceled prior to 5 working days of scheduled use, 50% of the usage fees for the remaining term will be retained by the Church. Written notice of cancellation must be given by User.

14. **Assignment:** This Agreement is not assignable or transferable.

15. **Hold Harmless:** The User, in consideration of the opportunity to use the Facility, agrees to assume sole responsibility for any risk resulting from its use of the Facility and further agrees to indemnify and hold harmless the Church, its officials, officers, employees, agents and representatives, from and against all claims, causes of action, demands and expenses of any kind, including attorney fees and costs, resulting from the use of the Facility, including, but not limited to any such claim by any member, employee, client, or family member of User arising out of participation in User's activity at the Facility.

16. **Additional Terms:** The parties may agree to additional terms governing the User's use of the Facility as set forth on an attached Exhibit "A."

Both parties have signed this Agreement below on the dates indicated.

"Church"

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

Its: Corporate Officer

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

"User"

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

Its: \_\_\_\_\_

Print User's name, address, and phone number below:

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Exhibit "A"  
Additional Terms

User's Initials: \_\_\_\_\_

Church's Initials: \_\_\_\_\_