

FACILITY USE AGREEMENT

with Indemnity & Insurance Requirements



AVON LAKE
United Church of Christ

AVON LAKE UNITED CHURCH OF CHRIST
32801 Electric Blvd. Avon Lake, OH 44012

440-933-3241

office@avonlakeucc.org

Name or Group "User": _____

Contact person (if different than above): _____

Phone: _____ FEIN or Tax ID (if applicable): _____

Email address: _____

Date(s) of event: _____

Rental Time (start time and end; includes set-up or clean-up time): _____

Event/Program Time (start and anticipated finish): _____

Authorized Purpose: _____

Total User Fees: _____ User Security Deposit: _____

***Deposit to be returned to User within 2 weeks after agreement ends*

*****Terms & Conditions, including signatures can be found on page 2*****

Office use only:

Approval date: _____

Rental Fee Invoice & Amount: _____

Payment received: _____

Church Calendar Reserved: _____

Copy to: Custodial staff: _____

A/V staff: _____

The Church agrees to permit the User to use the Church and its facilities for the above Authorized Purpose subject to the following terms and conditions:

1. User agrees that it will not use the facilities for any unlawful purpose, and will obey all laws, rules, and regulations of all governmental authorities while using the facilities.
2. User agrees to abide by any rules or regulations established by the Church for use of the facilities.
3. User agrees that the Church provides no supervision or control over the facilities when being used by the User.
4. Where applicable, User promises and warrants that it carries General Liability insurance with a minimum per occurrence limit of \$1,000,000.00, providing coverage for bodily injury and property damage. User will provide a Certificate of Insurance to the Church at least 15 days prior to the date upon which the User begins use of the described premises. The Certificate of Insurance will indicate that the User has made the Church (including the Church's trustees, officers, directors, employees, representatives, volunteers and agents, as well as its successors and assigns) an "additional insured" on the User's policy with respect to the use by User of the facilities, and the User's insurance shall be "primary and non-contributory with any other insurance carried by the additional insured". Any waiver of this insurance provision must be in writing and signed by an authorized Church representative (below).
5. User, and on behalf of User's heirs, estate, executor, administrator, and assignees, agrees to the maximum extent permitted by law, indemnify and hold harmless and defend Church (including Church's trustees, officers, directors, employees, representatives, volunteers and agents, as well as its successors and assigns) against and from all costs, expenses, liabilities, losses, damages, injunctions, suits, actions, fines, penalties, claims and demands of every kind or nature whatsoever arising out of :
 - a. any failure by User or the Church and any of its trustees, officers, directors, employees, invitees, licensees, representatives, volunteers and agents, as well as its successors and assigns, to perform any of the agreements, terms, covenants or conditions of this Use Agreement,
 - b. any accident, injury, loss or damage, including, but not limited to, bodily injury, personal injury, emotional injury, to persons and/or damage to property, which shall happen in or about the Church facilities or appurtenances, however occurring, that may result from any person, including User's employees, using the above described facilities, its entrances and exits, and surrounding areas for User's purposes, regardless of negligence of Church (including Church's agents, employees and representatives) or otherwise,
 - c. any failure to comply with any laws, ordinances, requirements, orders, directions, rules or regulations of any federal, state, county or city governmental authority,
 - d. any materials used in the construction or alteration of any building(s), fixtures or improvements thereon on behalf of User, or
 - e. User's possession and use of the Church facilities and/or the operation of its business on the Church facilities, whether or not such use is an Authorized Use.
6. User agrees to be responsible for preparing for use and returning to the pre-use condition all areas of the facilities which User will use, including entrances and exits.
7. User agrees to conduct a visual inspection of the premises prior to each use, and warrants that the premises will only be used if it is in a safe condition.
8. This agreement may be cancelled unilaterally by either party with 10 days written notice to the other party.
9. User agrees that it will not assign any of its rights under this agreement, and any such assignment will void this agreement at the sole option of the Church.
10. User agrees to assume all risks and liabilities of any nature, whether physically injurious, financial or otherwise, relating to User's use of the Church facilities.
11. User, and on behalf of User's heirs, estate, executor, administrator, and assignees, agrees to waive all rights against, and release and discharge, the Church, its trustees, officers, directors, employees, representatives, volunteers and agents, as well as its successors and assigns, from and against any and all liability, responsibility, causes of action, claims, demands, damages, costs, debts, expenses, compensation, and/or suits at law or in equity, of any kind and nature whatsoever, for injuries or damages suffered by User and User's guests that arise, directly or indirectly, by or in connection with User's use of the Church premises on account of or relating to any act or omission by the Church, its trustees, officers, directors, employees, representatives, volunteers and agents, as well as its successors and assigns, without limitation.

I, _____ (name), _____ (title) on behalf of the Church waive the above section 4, of the terms and conditions as it pertains to the User's proof of General Liability insurance.

Avon Lake United Church of Christ, Church

_____(Title)

Date: _____

_____, Date_____

_____, User

_____(Title)

Date: _____