

# FACILITY USE AGREEMENT

This agreement is by and between St. Johns United Church of Christ, 401 North Main Street, Belvidere, Ill and (user) \_\_\_\_\_

FEIN # (if applicable) \_\_\_\_\_

(address) \_\_\_\_\_ (phone) \_\_\_\_\_

Use of facilities (date) \_\_\_\_\_ (time) \_\_\_\_\_

Area{s} requested \_\_\_\_\_

Purpose \_\_\_\_\_

Key Issued \_\_\_\_\_ Key Returned \_\_\_\_\_

User agrees to adhere to the following General Rules and Regulations.

## General Rules

1. Use of building must be approved by Church Council or designated representative.
2. Users are responsible for supervision of children.
3. Facilities including kitchen, are to be left clean. Garbage is to be placed in the dumpster(s) outside.
4. User is not to use or operate any of St. John's equipment other than stated in the agreement.
5. Dishwasher and video equipment are not to be used unless overseen by an authorized church representative or trained by a church representative.
6. User will be held responsible for damage or destruction of property.
7. A deposit of \$100 for non-members and \$50 for members is required at the time of signing of Building Use Agreement. Deposit will be held by St. John's United Church of Christ and returned to the user after the event, provided no damage was done and space is in good condition.
8. No Smoking or alcoholic beverages allowed in the church building or on church property.
9. Cancellation of agreement must be submitted within seven (7) days prior to scheduled event or deposit will not be refunded.
10. No laws will be broken.
11. Current recommendations from the CDC/State of Illinois Department of Public Health must be followed in the event of a declared pandemic

## Regulations

1. 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 7 days prior to the date upon which the User begins use of the described premises. The Certificate of Insurance will indicate that User has made Church (including Church's trustees, officers, directors, employees, representatives, volunteers and agents, as well as its successors and assigns ) an "additional insured" on User's policy with respect to the use by User of the facilities, and User's insurance shall be "primary and noncontributory 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.

2. 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.
3. 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.
4. User agrees to assume all risks and liabilities of any nature, whether physically injurious, financial or otherwise, relating to User's use of St. John's facilities. No legal action will be taken against the church for any reason.

User will be charged a fee of \$\_\_\_\_\_ for the use of \_\_\_\_\_  
A refundable deposit of \$\_\_\_\_\_ is required at the time event is scheduled.

Signature of Church User \_\_\_\_\_ Date \_\_\_\_\_

Use approved by \_\_\_\_\_ Date \_\_\_\_\_  
Church Council Representative

Space found to be in good condition and deposit returned. Date \_\_\_\_\_  
By Sexton \_\_\_\_\_

Approved by Council 6/13/2025

Stjohns/Bldg Use Agreement