



Facility Use Agreement

It is agreed between *Emanuel United Church of Christ*, hereinafter referred to as PROPERTY OWNER and _____, hereinafter referred to as USER, that the PROPERTY OWNER, shall allow the USER access to and use of the FACILITY as conditioned and described below, subject to all the policies and procedures of PROPERTY OWNER, located in Appendix A in consideration of \$ _____, to be paid at the time the agreement is signed by USER.

ORGANIZATION REQUESTING USE _____

Is Your Organization Tax-Exempt?

☐

Yes

☐

No

FACILITY TO BE USED _____

DATE(S) OF USE _____

TIME NEEDED: FROM _____ a.m./ p.m. to _____ a.m./p.m.

PURPOSE OF USE (Type of Activity): _____

SPECIAL EQUIPMENT NEEDS _____

SPECIAL PERSONNEL NEEDED _____

Note: PROPERTY OWNER is not responsible to provide any special equipment or personnel unless the same has been specifically agreed to by the PROPERTY OWNER and the USER, and the specific related terms for the special equipment or personnel have been set forth on the **Application for Use**. USER is responsible for ensuring FACILITY is not misused or abused and is used in conformity with all policies and regulations of the PROPERTY OWNER. USER understands and agrees that PROPERTY OWNER will not exercise any physical or other control or supervision over the operation of the event other than specifically provided in this FACILITY USE AGREEMENT.

(Approved September 2025)

USER agrees to be responsible for preparing for use and returning to the pre-use condition all areas of the FACILITY which USER will use, including entrances and exits. USER is responsible for implementing appropriate processes and procedures for the protection of minors and vulnerable adults during USER's use of the FACILITY and ensuring there is proper adult supervision at all times.

USER is responsible for securing appropriate copyright licensing for any copyright-protected materials, including but not limited to music, motion pictures, and video, which are performed, broadcast, distributed, recorded, or otherwise used during USER's use of the FACILITY.

USER understands and agrees that this FACILITY USE AGREEMENT does not establish an employer-employee relationship between USER's employees/ volunteers/ members and PROPERTY OWNER, and that the event is neither a conducted event nor a sponsored event of PROPERTY OWNER. This agreement may be cancelled unilaterally for any reason by either party with 15 days' written notice to the other party.

NO OTHER PROMISES OR WARRANTIES

☐ USER understands that no promises are made otherwise than what is contained in this agreement, that no warranties have been made that the FACILITY will be adequate for USER's planned use, and that USER accepts the FACILITY in an AS-IS condition. USER to initial box to the left.

☐ USER has inspected the facility to be used and has independently determined that it is suitable and safe for their particular purpose. USER to initial box to the left.

INSURANCE (Check One)

☐ 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 30 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 FACILITY, and 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.

It is the intention of both USER and PROPERTY OWNER that both the public liability and property damage insurance shall ensure performance by USER of the express indemnity provision contained below. However, the limits of such insurance shall not limit the liability of USER hereunder.

☐

NO INSURANCE

EXPRESS INDEMNITY

☐

Initial

INDEMNITY PROVISION

User agrees to hold harmless, indemnify and defend Owner (including Owner's agents, employees, and representatives) from any and all liability for injury or damage, including, but not limited to, illness, exposure to infectious/ communicable disease, bodily injury, personal injury, emotional injury, or property damage which may result from any person using the above-described premises, its entrances and exits, and surrounding areas, for User's purposes, regardless of whether such injury or damage results from the negligence of the Owner (including Owner's agents, employees and representatives) or otherwise. USER to initial box to the left.

DISPUTE RESOLUTION

Disputes arising under this agreement will be resolved in a court of competent jurisdiction, with each party bearing its own costs and fees. Notwithstanding the foregoing clause, nothing prohibits the parties from using information dispute resolution or mediation to resolve the dispute.

INTEGRATION

This agreement is the complete agreement of the parties and supersedes all previous oral and written agreements on the subject.

The undersigned represents and warrants that they have the authority to act for and be responsible for the USER making this application.

X

Church Representative and Title

X

User Representative and Title

Appendix A

Necessary Arrangements and Agreements:

Application must be submitted to the Church office at least two weeks before usage, except in the case of an emergency. A Damage Deposit (\$200 separate check) is required to hold any date(s) for Non-Members.

ALL CHARGES must be paid in advance, at least one week before the event.

Members are defined as currently active and contributing participants. Any non-member use must be approved by the Pastor or Council.

Any individual or group causing damage by their usage shall be responsible to pay for repairs or replacement.

The charges and use of facilities are subject to Church Council review and approval. Some monies may be available for assistance if paying above charges is a hardship – talk with the Pastor or Church Council President.

Rules for the Use of the Church

The Church Secretary will schedule all usage of the church facilities to avoid conflicting dates. If the Secretary is not available, please contact the Church Council President or the Pastor to arrange for use of the facilities.

Church members will often need tables or chairs. There is no fee for use of these items, but they must be checked out with the Church Secretary, Council President, or the Pastor. When the items are checked out, be prepared to provide a return date for future planning or usage.

The Church must provide for the expense of heating and cooling, as well as cleaning and maintenance of the facility. It is the intent of these rules to ensure that we continue to have a facility to use that will meet the needs of our congregation and the community of Jackson. It is expected that when members use the church they will try to leave it in the condition in which it was found, and also provide for custodial expense prior to the event.

The use of fellowship hall must end on Saturday's by 4:00 pm.

Expectations:

1. All chairs and tables should be returned to their original locations;
2. Other furniture will be returned to original position(s);
3. All decorations will be removed;
4. Wash, dry and return to cupboards any pots, dishes, and utensils used;
5. Wash and dry all counter tops and tables;
6. Clean any spills in the refrigerator and remove all food items and ice that you brought;
7. Clean the top of the range and any spill in the oven;
8. All sinks should be clean;
9. Place all trash in the proper receptacles;
10. All stools should be flushed;
11. All the lights should be turned out and thermostats returned to original setting; and
12. Deposit will be returned within two weeks after inspection and any necessary repairs.