

North Goshen Mennonite Church  
P.O Box 505  
(501 N. 8<sup>th</sup>. St.)  
Goshen, IN 46527

## FACILITY USE AGREEMENT

North Goshen Mennonite Church\_\_ (hereafter "Owner"), a not-for-profit corporation, makes its facilities available to groups or organizations for meetings or other events, whenever possible.

- Name of Group/Organization (hereafter, "User") \_\_\_\_\_
- Address \_\_\_\_\_
- Phone Number(s) \_\_\_\_\_
- Contact Person \_\_\_\_\_
- Email Address \_\_\_\_\_
- Date(s) and time(s) of meeting or other event \_\_\_\_\_
- Nature of meeting or other event \_\_\_\_\_
- Room(s) being reserved \_\_\_\_\_
- Facility Usage Fee \$ \_\_\_\_\_ (There is a 10% handling fee for cancellations of less than two weeks.)

### GENERAL GUIDELINES AND REQUIREMENTS

1. For purposes of this Agreement, any reference to facilities includes reference to any property of the Owner, including furniture and equipment.
2. User is required to abide by all Owner guidelines, requirements, and other restrictions regarding usage of the facility.
3. Owner reserves the right to schedule other activities and events in other parts of the facility on the same date(s) and time(s).

### TERMS AND CONDITIONS

1. User agrees that it will not use the facility for any unlawful purpose and will obey all laws, rules, regulations of all governmental authorities while using the above-described facility.
2. User agrees that it will not use the facility for any purpose that is contrary to the mission, purpose or belief of the Owner.
3. User agrees to be responsible for preparing for use and returning to the pre-use condition all areas of the premises which User will use, including entrances, exits and restrooms.

4. User agrees to conduct a visual inspection of the premises, including entrance, exits and restrooms, prior to each use, and warrants that the premises will be used only if it is in a safe condition.
5. User agrees to hold harmless the Owner (including Owner's agents, employees, and representatives) from any and all liability for injury or damage including, but not limited to, bodily injury, personal injury, emotional injury, or property damage which may result from any person using the above-described premises, its entrances, exits or restrooms, the surrounding areas, for User's purpose, regardless of whether such injury or damage results from the negligence of the Owner (including Owner's agents, employees and representatives) or otherwise.
6. It is highly recommended the User acquire adequate insurance to cover any injury or damage and that User's insurance will provide primary coverage that will not be required to contribute with any insurance obtained by Owner. If User does not have insurance as above-described, User will be considered to be self insured.
7. In the event of damage to Owner's facility, those using any Owner's facility shall accept the amount of repair and replacement costs as estimated or otherwise determined by the Owner or its designee and shall pay the Owner for such repair and replacement costs upon demand.
8. Neither party is liable for any failure of performance if such failure is due to any cause or causes beyond such party's reasonable control ("Force Majeure"), including without limitation, acts of God, terrorism, war, fire, explosion, flood, civil disobedience or riot, adverse weather conditions, governmental action/regulations or labor difficulties.
9. This Agreement is non-exclusive. Nothing herein prevents either party from entering into similar agreements with other entities either prior to the event or at any time thereafter.
10. Both parties claim independence from one another and act as separate entities, and nothing herein creates or implies an agency relationship or a joint venture or partnership between the parties.
11. Either party's failure to enforce any provision or term of this Agreement shall not be construed as a future or continuing waiver of such provision or term of this Agreement.
12. In the event any provision or portion of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability will attach only to such provision or portion of provision and will not affect or render invalid or unenforceable any other provision of this Agreement.
13. This Agreement sets forth the entire agreement and understanding between the parties pertaining to the subject matter other than as expressly provided in this Agreement. This Agreement may only be modified by a written document signed by duly authorized representatives of the parties.

User represents and warrants that it has read and fully understands all guidelines, requirements, restrictions, and other provisions set forth in the Facility Use Agreement, requests usage of Owner's facilities as indicated above, and accepts, agrees to, and will in all respects fully and timely comply with the Facility Use Agreement.

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

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

Print Name: \_\_\_\_\_

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

(Authorized User Representative)

Accepted by Owner: \_\_\_\_\_

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

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

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