

**FREEMAN PRESBYTERIAN CHURCH (EPC)
402 N. HARRISON ST.
P.O. BOX 38
FREEMAN, MO 64746-0038
816-899-2367**

FACILITY USE AGREEMENT

Date: _____

Regarding this Event and Date: _____

The purpose of this letter of agreement (“Agreement”) is to confirm the terms under which Freeman Presbyterian Church (“FPC”) will grant to _____ (“User”) permission to use certain facilities (“The Premises”) located on FPC’s property for certain permitted purposes (“The Permitted Uses”). These terms are as follows:

- 1. Term.** User may use The Premises as defined in the reservation confirmation.
- 2. Fees.** User shall pay a Damage/User deposit fee of \$50. The Damage/User fee is due at the time the reservation is confirmed. This fee will be applied to the use fee cost or returned if there is no use fee for your group. The use fee (or remainder of) will be invoiced upon final confirmation of your event and is due (payable) within seven (7) days. The Damage/User deposit fee may be forfeited if cancellation is made within 72 hours of the event.
- 3. Condition of Premises and FPC’s Improvements.** User acknowledges that The Premises is accepted by User for purposes of this Agreement in its “AS IS” and “WHERE IS” condition without representations or warranties, expressed or implied, with respect to the condition of The Premises or its fitness for any particular use, and FPC shall not be liable for any patent or latent, foreseeable or unforeseeable, defect therein.
- 4. Use of Premises.** User shall use The Premises solely for The Permitted Uses. User will not do or permit any act or thing that might impair the value or usefulness of The Premises, FPC’s property or any part thereof, or that which constitutes a public or private nuisance or waste. User shall keep The Premises in good and clean appearance and condition. The use of The Premises by User shall not interfere with FPC’s use of its other facilities on its property. FPC reserves the right to cancel use of The Premises due to emergencies such as bad weather or security concerns.

By signature on this agreement, the User acknowledges that FPC Facilities are not facilities of public accommodation but are facilities owned by FPC dedicated solely for permitted uses which are not inconsistent with the mission, faith and doctrine of the Evangelical Presbyterian Church (EPC) as defined in the EPC Constitution. FPC reserves the right to cancel the event at any time, should it be determined by FPC that the event is inconsistent with that Constitution.

The use or serving of alcohol or cereal malt beverages or smoking is strictly prohibited in all FPC facilities & on all FPC property. The User shall assume responsibility for ALL persons admitted to the scheduled event. This shall include providing an adequate number of responsible adult chaperones for any group including minors. FPC is not responsible lost or stolen property.

5. **Signs/Alterations.** User shall not erect or attach any signs on or to The Premises without the prior written approval of the Event Scheduler. No alterations or additions to The Premises may be made without the prior written consent of FPC.
6. **Indemnification.** User will protect, indemnify and hold harmless FPC and FPC's pastors, officers, directors and employees from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs, and expenses (including, without limitation, attorney's fees and expenses) imposed upon or incurred by or asserted against FPC.
7. **End of Term.** Upon the expiration or other termination of the term, User shall quit and surrender to FPC The Premises in good and "broom clean" condition, ordinary wear and tear excepted, and shall remove all User's property and equipment therefrom. In the event of any holdover by User, FPC shall be entitled to immediately exercise all remedies available at law or in equity to obtain possession of The Premises and remove User.
8. **Cooperation with FPC:** During the term, User shall permit FPC to have access to The Premises for the purpose of cleaning, providing maintenance and making repairs and improvements thereto, and User shall cooperate with FPC to permit FPC to perform such work, provided that FPC's work does not unreasonably interfere with User's use of The Premises. Possible separate charges for maintenance and Technical services may be incurred.
9. **Organizational Users:** User promises & warrants that it carries liability insurance with a minimum liability occurrence limit of \$1,000,000. The User will provide a certificate of insurance to FPC at least seven days prior to the date upon which the User begins to use the above described premises. The certificate of insurance will indicate that the User has made the FPC an "additional insured" on User's policy with respect to the use by the User of the above described premises.
10. **Individual Users:** User promises & warrants that the User will obtain signed Activity Participation Agreement (either provided by or acceptable to FPC) from each participant in the activity. If the participants are minors, User will obtain the signature of at least one parent or legal guardian on each Activity Participation Agreement.

Date of Event: _____

Part(s) of FPC Facility to be rented: (Check all that apply)

Sanctuary: _____

Church Life Center (God's House): _____

Kitchen: _____

Note: User is expected to leave all rented facilities as found. If not, the \$50.00 deposit fee will be forfeited. FPC reserves the right to seek additional fees as necessary to cover any loss or Damage to the facility. The Events Scheduler has the final say as to this fee.

Rental Rates:

- Sanctuary: \$40.00
- Fellowship Hall: \$60.00
- Kitchen: \$40.00
- Two of three: \$75.00
- All three: \$100.00

Total due: _____

Payment type: _____

Sincerely,

FREEMAN PRESBYTERIAN CHURCH

Name: _____

Title: Events Scheduler

Date: _____

ACCEPTED AND AGREED BY USER:

Signature: _____

Printed Name: _____

Date: _____