

2023-2024

FACILITIES USE AGREEMENT

This agreement by and between The First Presbyterian Church of Lambertville
31 North Union St.
Lambertville, NJ 08530 (Owner)

And _____ (User)

Will take effect on the ___ day of _____ 20__ and will continue for a period of
_____.

The Owners of the premises located at 31 North Union St. Lambertville, NJ 08530.
First Presbyterian Church of Lambertville and the purpose or nature of Facility Request is:

Table with 5 columns: Check Here, Space Requested, Daily Rate, Weekly Rate, Monthly Fee. Rows include Activities Building/Gym, Kitchen, Library, Adult Ed. Room, Sanctuary, Sexton with corresponding rates. Monthly Fee column contains text 'Please Inquire to Church Office' and a downward arrow.

WHEREAS FPC has agreed to allow User to use the facilities provided that the following terms and conditions are met.

It is THEREFORE AGREED by and BETWEEN the PARTIES:

1) FPC agrees to let User use the above described Premises for the above described purpose on:

_____.

_____ is the contact person for Owner

and _____ is the contact person for User to

coordinate details of usage.

2) [] Fee Agreement. User agrees to pay owner 50% down for the use of the premises. Said payment to be made in full 3 days prior to beginning of use.

Non-Fee Agreement. In consideration for the benefit of using owners' facilities, user agrees to abide by all the terms and conditions of use described in this agreement and rules and regulations attached.

- 3) User agrees that it will not use the premises for any unlawful purposes, and will obey all laws, rules, and regulations of all governmental authorities while using the above described facilities
- 4) User agrees that it will not use the premises for any purpose that is contrary to the mission, purpose or belief of the Owner, which is a biblically based religious institution
- 5) User agrees to abide by any rules or regulations for the use of the premises that are attached to this agreement
- 6) Organizational Users. User promises and warrants that it carries liability insurance with a limit of at least \$1,000,000 combined single limit for bodily injury and property damage. The User will provide a certificate of insurance to the Owner 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 User has made Owner an "additional insured" on User' policy with respect to the use by User of the above described premises.
 Individual Users. User promises and warrants that User will obtain signed Activity Participation Agreements (either provide by or acceptable to owner) 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.
- 7) 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, bodily injury, personal injury, emotional injury or property damage which may result from any person using the above described premises, it's 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. The user shall also defend, indemnify and hold harmless the Owner for any person or persons whether invited or note who claim damages while on the leased premises.
- 8) 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 and exits. User agrees to collect and bag all garbage generated and deposit same in the designated area.
- 9) User agrees to comply with all federal, state, and municipal laws, orders, regulations, and with all lawful directives of public officers, which impose any duty upon it or Landlord with respect to the leased premises.

10) User agrees to conduct a visual inspection of the premises, including entrances and exits, prior to each use and warrants that the premises will be used only if it is in a safe condition.

10.5) In the event that Owner must cancel this Agreement, user will be entitled to any deposit Used has paid. However in no event will owner be liable to User for any lost profits or incidental, indirect, special or consequential damages arising out of Users inability to use the above described premises, even if owner has been advised of the possibility of such damage. 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 Owner.

11) This agreement may be cancelled unilaterally by either party with 14 days written notice to the other party.

12) Keys will be provided only if determined necessary by Owner. User agrees to not copy key or supply key to anyone other than the designated person listed on this form. Keys are to be returned at the end of term.

13) Owner and User agree that any disputed arising under this agreement will be resolved via a mutually acceptable alternative dispute resolution process. If Owner and User cannot mutually agree upon such a process, the dispute will be submitted to a three member arbitration panel of the American Arbitration Association to final resolution.

14) This document contains the entire agreement of the parties and supersedes all prior written of oral agreements relating to the subject matter.

Dated this _____ day of _____, 20__.

Representative

Renter

Signer's Name

Signer's Name

Position with Church

Position with Renter

Rules and Regulations

- 1) This is a smoke-free and alcohol free facility. No exceptions.
- 2) No Mylar or Helium balloons to be used in the gymnasium.
- 3) Keys for the facility will be accessed through the Church Office and will be returned the same way.
- 4) Use of oven or cold storage needs to be coordinated with Sexton 5 days prior to day of rental.
- 5) No pets in the facility or on the grounds, gardens or graveyard.
Service dogs will be permitted. A \$500 cleaning/disinfection fee will be assessed for any violations.
- 6) Owner, as a private faith based organization reserves the right to limit facility and equipment usage to a manner that is consistent with the historic values and confessional stance of the church and its members. As a private faith based organization, the church will always reserve the right to determine the appropriateness of any usage request. The autonomy of the First Presbyterian Church, Lambertville, as a contracting agent, is not infringed in any sense by denominational, local, state or federal regulations.

Approved by Session and Trustees of the Corporation.

Date: