



***Family of Christ Presbyterian Church's
Bessie Smith Community House
Facilities Use Request & Agreement***

Features: The main floor of the house is approximately 900 ft².

It contains:

- A kitchen with stove/oven, refrigerator, dishwasher (not commercial), coffee pot, limited glassware/dishware/silverware, dishtowels
- A living room (sectional, chair, fireplace)
- 6 8-ft folding tables
- 8 cushioned chairs; 8 padded folding chairs
- 11 additional folding chairs
- Accessibility lift
- Bathroom
- Interior capacity TBD (dependent on set up)
- A/C and heating
- Broom, vacuum, cleaning supplies, toilet paper, towels

\$45 per hour with additional \$50 deposit (depending on size, scope and length of event).

Payment is expected at time of approval.

Today's date _____

Date requested _____ Time from _____ to _____

Function/Event Type _____

Time needed prior to the event _____

Contact Person _____ Phone _____

Organization/Group _____

Number of attendees expected _____

It is Therefore Agreed by and Between the Parties:

1. Owner agrees to let User use the above-described premises for the above-described purpose on the above-described dates and times. Jessica Lesco (focgreeley@gmail.com 712-269-6127) is the contact person for Owner and is the contact person with whom the User is to coordinate the details of usage.
2. 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.
3. User agrees to abide by any rules or regulations for the use of the premises included in this agreement.
4. **For Organizational Users:** User promises and warrants that it carries liability insurance with a minimum liability occurrence of \$1,000,000. 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.
5. 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, 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).
6. User agrees to be responsible for preparing the use and returning to the pre-use condition all areas of the premises which User will use, including entrances and exits. Owner will provide a check list.
7. This agreement may be cancelled unilaterally by either party with 14 days' written notice to the other party. In the event that Owner must cancel this agreement, User will be entitled to any deposit User has paid. In the event User must cancel with less than 14 days' notice, deposit will be refunded at the discretion of the Owner.
8. 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.
9. Owner and User agree that any disputes 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 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 for final resolution.
10. Prior permission must be obtained if Alcohol will be served.

Dated this _____

Owner

User

Signer's Name

Signer's Name

Position with Owner

Position with User

Contact # _____

Contact # _____

Deposit Paid _____

By _____

Rental Fee Paid _____

By _____