

TRINITY EVANGELICAL LUTHERAN CHURCH

FACILITY USE AGREEMENT

THIS AGREEMENT, made this ____ day of _____ by and between Trinity Evangelical Lutheran Church (“Trinity”), 1000 West Main Street, Lansdale, PA 19446, and

User Group Name, Address, Authorized Representative Name and Telephone Number

 (“User Group”).

DATE AND TIME: _____
Include Setup, Start, Cleanup and End Time

ACTIVITY/PURPOSE: _____
Concert, Planning Meeting, Dinner, etc.

SPECIFIC LOCATION: _____
Room Name/Number and Furniture Usage

MAXIMUM NUMBER OF ATTENDEES:

Adults: _____ Youth: _____ Children: _____ Supervisors: _____
Over Age 18 Age 13-18 Up to Age 12

INSURANCE: Certificate Provided: Not Required:
Circle One: Yes No Explain Why _____

SECURITY DEPOSIT: Received \$ _____

SERVICE CHARGE: Received \$ _____ Balance Due \$ _____

WHEREAS, Trinity is a not-for-profit corporation organized under the laws of the Commonwealth of Pennsylvania; and

WHEREAS, Trinity desires to make its facilities available to the User Group, and User Group desires to use Trinity’s facilities, all subject to the provisions and limitations set forth in this Facility Use Agreement.

NOW, THEREFORE, in consideration of the aforementioned provisions and the covenants hereinafter set forth, and intending to be legally bound, Trinity and the User Group hereby agree as follows:

1. **Use of Premises.** User group agrees to use the premises only for the purpose stated above. User Group agrees not to alter or make additions of any kind whatsoever to the premises, including, but not limited to, painting, rebuilding, removing, or repairing the premises, its fixtures, or its appliances without Trinity's written consent. User Group agrees not to do or to permit any act or practice that injures the building; violates any law, ordinance, or regulation; or affects the insurance for the premises.
2. **Delivery of Possession by Trinity.** If, due to circumstances beyond Trinity's control, the premises are not ready for use at the time set forth, User Group will have the right to cancel this Agreement. User Group's remedy will be limited to this right of cancellation and, on cancellation, neither party will have any further right against the other, except that Trinity must immediately repay any deposits made by User Group. If User Group must enter the premises prior to the beginning of the term of use, such entry will be subject to the terms of this Agreement.
3. **Restoration of Premises to Original Condition.** The User Group agrees, at its sole cost and expense, to restore the premises to the original condition at the time of initial occupancy, at no cost to Trinity. The User Group agrees to reimburse Trinity for all damages to the above real property and any personal property of Trinity, including interior fixtures and furniture damage, if any, which occurred during or as a result of the User Group's use of the premises, and for all costs reasonably incurred by Trinity to restore the above property to the conditions at the time of final occupancy, as determined by Trinity.
4. **Supervision of Children's and Youth Groups.** User Group shall provide properly qualified adult supervision in numbers adequate to provide proper supervision and guidance to children's and youth groups.
5. **Utilities.** Except as otherwise expressly agreed between the parties, Trinity shall furnish all utilities. User Group acknowledges and agrees that Trinity will have the right to stop temporarily the service of electricity, heating or air conditioning or water (1) if an accident or emergency affects service, or (2) to facilitate repairs or alteration made in the premises or elsewhere on Trinity's property.
6. **Trinity's Liability.** User Group agrees that Trinity will not be liable for property damage or personal injury occurring in the premises or elsewhere on Trinity's property unless the damage or injury results solely from Trinity's negligence.
7. **Indemnity.** User Group agrees to defend, indemnify and hold Trinity, its agents and employees, harmless against any and all liabilities, claims, demands, damages, costs and expenses, including reasonable attorneys' fees arising in connection with the User Group's use of the premises; or any failure on the part of User Group to observe, perform or comply with any terms, covenants or conditions of this Agreement, or from any act or negligence of User Group, its officers, agents, representatives, invitees, or visitors in or about the premises; or loss of life, personal injury, or damage to property caused to any person on or about the premises, regardless of whether caused in part by Trinity. In case of any action or proceeding brought against Trinity by reason of any such claim, User Group, on notice from Trinity, agrees to defend the action or proceeding with counsel reasonably acceptable to Trinity, or at the election of Trinity to pay all attorneys' fees and costs incurred by Trinity in connection with any of the foregoing matters. Without limiting the foregoing, User Group hereby releases and holds Trinity harmless from all claims arising out of damage to User Group's property unless such damage occurs as a result of Trinity's sole negligence or deliberate

failure to make repairs to the premises within a reasonable time after having received written notice of the need for such repair, and in no event shall Trinity be liable for damage to User Group's property which is or could have been insured against by User Group under commonly available insurance policies. In case any such claim, action or proceeding for which Trinity is indemnified is brought against Trinity, upon notice from Trinity and at User Group's sole cost and expense, User Group shall resist or defend such claim, action or proceeding or shall cause it to be resisted or defended by an insurer. The indemnifications and releases set forth in this Paragraph 7 shall survive the expiration or other termination of this Agreement.

8. **User Group's Insurance.** User Group, at User Group's sole cost and expense, shall maintain and keep in effect throughout the term and any extensions or renewals of this Agreement, insurance against liability for bodily injury (including death) and for property damage in or about the premises under a policy of comprehensive general public liability insurance, with such limits as to each as may be reasonably required by Trinity from time to time, but not less than One Million Dollars (\$1,000,000) combined single limit for bodily injury (including death) and for property damage. The policies of comprehensive general public liability insurance shall name User Group as the insured party, and Trinity as an additional insured. Each such policy shall provide that it shall not be cancelable without at least thirty (30) days prior written notice to Trinity and to any mortgagee named in an endorsement thereto and shall be issued by an insurer and in a form satisfactory to Trinity. At least ten (10) days prior to the first use of the premises by the User Group, a certificate of insurance shall be delivered to Trinity with evidence of paid premium; and new or renewal certificates, together with evidence of paid premium, shall be delivered to Trinity at least twenty (20) days prior to expiration of the current policy. If User Group shall fail, refuse or neglect to obtain or to maintain any insurance that is required to provide or to furnish Trinity with satisfactory evidence of coverage on any such policy, Trinity shall have the right to purchase such insurance. All such payments made by Trinity shall be recoverable by Trinity from User Group, together with interest thereon, as additional rent promptly upon being billed therefor.
9. **Right of Entry.** Trinity's authorized representative has the right to enter the premises at any time to inspect, to make repairs, or alterations as needed, to enforce this Agreement.
10. **Security Deposit.** User Group agrees to pay the security deposit set forth above prior to occupancy of the premises. The security deposit will be held by Trinity as security for the payment of all amounts due from User Group to Trinity, for the User Group's performance of this Agreement, and against any damages caused to the premises or any other part of Trinity's property by User Group and User Group's invitees and visitors. User Group understands and agrees that the security deposit may not be applied as rent service charge or against any other amount due from User Group to Trinity without Trinity's written consent. Within 10 days following expiration or termination of this Agreement, Trinity must return to User Group the security deposit, less any deductions for amounts owed by User Group to Trinity, by check payable to the User Group.
11. **Use of Exterior.** This Agreement confers no rights on User Group to use for any purpose any of the property of Trinity other than that specific position described above, except the walks and roadways giving access to the premises and other areas, if any, that Trinity may from time to time designate for the use of the User Group. The use of areas designated by Trinity will be subject to the rules and regulations established by Trinity.

12. **Remedies for Default.** IF USER GROUP FAILS TO MEET ITS OBLIGATIONS UNDER THIS AGREEMENT, TRINITY MAY EXERCISE ANY OF THE FOLLOWING REMEDIES AT ITS SOLE DISCRETION. If User Group fails to pay the agreed service charge, or any other sum, to Trinity when due, or materially defaults in any other provisions of this Agreement, or removes or attempts to remove any of Trinity’s personal property from the premises, Trinity, in addition to all other remedies provided by law, may:
- aa. Terminate this Agreement, effective immediately;
 - bb. Retain the entire amount of the security deposit.
13. **Regulations.** USER GROUP AGREES TO COMPLY WITH AND TO PROCURE COMPLIANCE FROM ALL OF ITS INVITEES AND VISITORS WITH THE RULES AND REGULATIONS ATTACHED HERETO AND MADE PART HEREOF.
14. **No Assignment by User Group.** User Group shall not assign or sublet its rights under this Agreement, and any attempted assignment or subletting shall be null and void and of no effect.
15. **Severability.** If any part of this Agreement is construed as unenforceable, the remaining parts of this Agreement shall remain in full force and effect as though any unenforceable part or parts were not written into this Agreement.
16. **Entire Agreement.** This lease represents the final and complete agreement between Trinity and User Group. Any oral or written promise made by either party prior to the signing of this lease and not included in this lease is not enforceable.

IN WITNESS WHEREOF, the parties have caused their hand and seal to be affixed hereto on the date first set forth above.

Trinity Evangelical Lutheran Church

Name of User Group

 Signature of Authorized Representative of
 Trinity Evangelical Lutheran Church

 Signature of Authorized Representative of
 User Group

 Typed/Printed Name

 Typed/Printed Name