

BUILDING USE AGREEMENT

WESTMINSTER PRESBYTERIAN CHURCH

1250 W. Exchange Street, Akron, OH 44313

Phone 330-836-2226 / FAX 330-836-8389 / westminsterakron.com

The agreement by and between Westminster Presbyterian Church (WPC), 1250 W. Exchange Street, Akron, Ohio, and _____ ("User"), will take effect on the _____ day of _____ month, _____ year, and will continue for a period of _____.

WHEREAS, WPC owns premise located at 1250 W. Exchange Street, Akron, Ohio which is normally used for church related activities, and

WHEREAS, User desires to use the _____ area of the facilities for the purpose of _____, and

WHEREAS, WPC 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. WPC agrees to let User use the above-described premises for the above-described purpose on _____ (describe times and days of usage). _____ (WPC's contact person) is the contact person for WPC and _____ is the contact person for User to coordinate the details of usage.
2. User agrees to abide by all the terms and conditions of use described in this agreement.
____ **Fee Agreement** – User agrees to pay WPC _____ for the use of the premises.
____ **Non-Fee Agreement** – In consideration for the benefit of using WPC's facilities. 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 that it will not use the premises for any purpose that is contrary to the mission, purpose or belief of the WPC, which is a biblically based religious institution.
4. User agrees to abide by any rules or regulations for the use of the premises that are attached to this agreement.
5. ____ **Organizational Users** – User promises and 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 WPC 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 the User has made WPC an "additional insured" on User's 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- WPC) 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.

6. User agrees to hold harmless, indemnify and defend WPC (including WPC'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 WPC (including WPC agents, employees and representatives) or otherwise.
7. 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.
8. 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.
9. Either party may cancel this agreement unilaterally with 14 days written notice to the other party.
10. In the event that WPC must cancel this agreement, User will be entitled to any deposit User has paid. However, in no event will WPC be liable to User for any lost profits or incidental indirect, special, or consequential damages arising out of User's inability to use the above described premises, even has been advised of the possibility of such damages.
11. User agrees that it will not assign any of its right under this agreement, and any such assignment will void this agreement at the sole option of WPC.
12. WPC and User agree that any disputes arising under this agreement will be resolved via a mutually acceptable alternative dispute resolution process. If WPC 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.
13. This document contains the entire agreement of the parties and supersedes all prior written or oral agreements relating to the subject matter

Dated the _____ day of _____ month _____ year.

Westminster Presbyterian Church

User

Title

Title