

FIRST PRESBYTERIAN CHURCH, CONROE, TEXAS

FORM TITLE: FACILITIES USAGE AGREEMENT, FPCC FORM 05102

Date: _____ Usage date/time _____

Name of User:

Usage term (Length): _____

Address: _____ City/State/Zip _____

Attention: _____

Description of Rented Facilities: _____

Permitted Use of Rented
Facilities: _____

User Fee: _____ Insurance required? (See Section 9) Yes ____ No ____

Coverage required if Yes: _____

THIS FACILITIES USAGE AGREEMENT is made and entered into as of the date set forth above by and between FIRST PRESBYTERIAN CHURCH, CONROE, TEXAS, a Texas non-profit corporation (the "Church"), and User.

RECITALS:

- A. The Church owns and operates a church facility located at 2727 N. Loop 336 W, Conroe, Texas.
- B. User desires to rent from the Church the facilities for the Rental Term and solely for the use described above.
- C. The Church is willing to rent the facilities to User subject to the terms and conditions set forth in this Facilities Usage Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Church and User agree as follows:

Section 1. Rental of Facilities. The Church agrees to permit User to use the Rented facilities on the dates and times set forth above during the Rental Term, subject to the terms and conditions set forth in this agreement. In the event User desires to change the Usage Date and Time during the Usage Term, it must request such change in writing to the Church. Such written request may be made via electronic mail. The Church may approve or disapprove such change at its sole discretion for any reason or for no reason. In the event the change is approved, as evidenced by the Church's signature on the written request from the user, all other terms and provisions in this Agreement shall continue in full force and effect.

Approved by the FPCC Session on _____

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Section 2. Payment of Fee. User agrees to pay the User Fee for the Rented Facilities in the amount set forth above. User shall pay the total user Fee to the Church no later than ten (10) days prior to the initial Usage Date. In the event a User with multiple usage dates that extend over a period of more than a single month, the user fee shall be paid in monthly installments, each of which are due on or before the first day of each calendar month during the Usage Term.

Section 3. Booking Fee and Security Deposit. Upon the execution of this Agreement by User, User shall pay to the Church a \$50 nonrefundable booking fee and a \$200 security deposit. The \$50 booking fee will be credited against the final installment or installments of the Usage Fee. The Church may use the Security deposit to pay for cleaning of the Rented Facilities or for repairing damages to any Church property damaged by User during the Usage Term. After paying for such cleaning or repairs, the Church will return, within thirty days after the end of the Usage Term, the remaining portion of the security deposit to User at User's address set forth above.

Section 4. Term of Agreement. The term of this Agreement is the Usage Term set forth above. Either party may terminate this Agreement prior to the end of the Usage Term with five days written notice to the other party. Notwithstanding the foregoing, the Church may terminate this Agreement immediately upon written notice to User in the event of User's violation, as determined in the Church's sole discretion, of any of the Rules for Usage set forth in Section 5 below. If this Agreement is terminated prior to the end of the Usage Term, the Church will refund to User any prepaid Usage Fee for the term for which User has not used the Rented Facilities.

Section 5. Rules for Usage. The following rules pertain to the User and all individuals participating in the User's events and activities on Church property and are conditions for any usage or continued usage of the Rented Facilities: (a) No profanity on Church property; (b) No possession or consumption of alcoholic beverages, tobacco products, or any illegal drug or substance of Church property; (c) No destruction or damage of Church property, including, without limitation, hanging any items on walls of the Church in such a manner that will leave holes or marks on the walls; (d) No horseplay, rough-housing, skateboarding, rollerblading or similar activities on Church property; and (e) No activities or events other than the permitted uses set forth above as the Use of Rental Facilities.

Section 6. Condition of Rented Facilities. The Rented facilities are provided by the Church to User "AS IS" and WITHOUT WARRANTY OR REPRESENTATION WHATSOEVER. User agrees to return the Rented Facilities to the Church in substantially the same condition, normal wear and tear excepted, as it was at the beginning of the Usage Term. User will be responsible for all damages to any Church property caused by User or arising from User's use of the Rented Facilities.

Section 7. Release of Liability. USER HEREBY RELEASES THE CHURCH FROM ALL LIABILITY RELATING TO THE RENTED FACILITIES OR ANY OF THE CHURCH PROPERTY, INCLUDING, BUT NOT LIMITED TO LIABILITY FROM THE CHURCH'S NEGLIGENCE, WHETHER CONTRIBUTORY, SOLE, OR JOINT, ARISING OUT OF OR

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RELATED TO THIS AGREEMENT OR THE CHURCH'S PROVISION OF THE RENTED FACILITIES TO USER.

Section 8. Indemnification. User agrees to indemnify, defend, and hold harmless the Church, its officers, employees, agents, members and assigns from and against, and to pay the Church upon demand the amount of any suits, claims, complaints, damages, judgments, penalties, fines, losses, costs, and expenses (including legal expenses and court costs) of whatsoever kind and nature, imposed upon, incurred by, or asserted against the Church in any way related to or arising from the execution, enforcement, or performance of this Agreement or User's use of the Rented Facilities. User's duty to indemnify, defend, and hold harmless the Church pursuant to this Section 8 includes, but is not limited to, claims related to or arising from bodily injury or death or from damage to property and the loss of use resulting from such damage, regardless of whether such injury, death, or damage occurs to individuals or property owned by individuals who are participants in User's events and activities and regardless of whether such injury, death, or damage was caused in whole or in part by any act or omission of the Church. The provisions of this Section 8 shall survive the expiration or earlier termination of this Agreement.

Section 9. Evidence of Insurance. The Church may, at its discretion and as a condition to User's use of the Rented Facilities, require User to provide evidence of general liability or other appropriate insurance in an amount and issued by a carrier satisfactory to the Church to cover any injuries, losses, or damages related to User's use of the Rented Facilities. The Church may also, at its discretion, require User to add the Church as an "additional insured" to User's insurance policies prior to the commencement of the Usage Term.

Section 10. Prohibition of Assignment. User may not assign or transfer this Agreement, either in whole or in part.

Section 11. Entire Agreement. This Agreement represents the entire agreement between the parties with respect to the Rented Facilities. No representations, warranties, promises, guarantees, undertakings, or agreements, oral or written, express or implied, have been made by the Church with respect to the Rented Facilities except as expressly stated herein.

Section 12. Amendments. This Agreement can only be changed by an agreement in writing signed by both the Church and User, except that the Church may, by its own action, modify the rules for usage set forth in Section 5 above at any time with five days prior written notice. In Witness Whereof, the parties have executed this Facilities Usage Agreement as of the date first written above.

FPCC
Conroe, Texas

USER: _____

By: _____ By: _____

Printed Name: _____ Printed Name: _____

Title: _____ Title: _____

Approved by the FPCC Session on _____