

FACILITIES USE AGREEMENT

This agreement is entered into between **St. Andrew's Episcopal Church** referred to as "Church," and _____, of _____, referred to as "User."

Purpose of Use of Facilities _____
Name of Individual/Group/Organization _____
Address of Individual/Group/Organization _____
Phone No. of Individual/Group/Organization _____
E-Mail contact information _____
Facilities Use authorized by _____

Use of Premises

1. The Church agrees to the use of specified facilities. The User agrees to pay (if required) for the use of the premises located 217 West 26th Street, Bryan, Brazos County, Texas. The specific portion of the premises to be used by the User is the _____ and _____.

Term

2. The duration of this Agreement shall be for a period of _____ day (s) on the following dates: _____, _____, through and including _____, _____. This term shall include all time required by the User for preparation and/or rehearsal for which the User requires use of the premises. This term also includes all time that the User believes will be required for the removal of materials associated with the use of the premises and the restoration of the premises to their condition at the time of the commencement of this agreement.

Charge

3. The User shall pay to Church the sum of _____ for the use of the specified portion of the premises.

Deposits

4. The User shall, on execution of this Agreement, pay to the Church a security deposit in the amount of _____. The User shall be responsible for any damages to the premises or any property on the premises during the above agreed on times or when otherwise using the premises. The deposit shall be held if proper cleaning is not done, if the keys are not returned or if the premises and/or property is damaged in any way.

Cancellation

5. If the User cancels the use of the facilities less than 10 (ten) days prior to the date of use, the Church shall be entitled to withhold the security deposit provided for in Paragraph 4 of this Agreement.

Indemnity

6. The User shall indemnify, save and hold harmless the Church, the Episcopal Diocese of Texas, and its members, officers, servants, agents, volunteers, and employees, Protestant Episcopal Church Council of the Diocese of Texas, a non-profit corporation, and the Bishop of the Episcopal Diocese of Texas and its agents and employees from all suits, actions, losses, damages, including without limiting the generality of the foregoing all expenses of litigation, court costs, and attorney's fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, the acts of User or its agents or employees or guests.

St. Andrew's Episcopal Church 217 W. 26th Street P.O. Box 405 Bryan, TX. 77806 979-822-5176
Fax: 979-823-3874 Email: office@standrewsbcs.org Website: www.standrewsbcs.org

(Vestry approved June 15, 2010
Document updated 12-14-2011)

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7. **Additional insurance may be required**

Insurance Certificate. A certificate of insurance satisfactory to the Church (minimum \$1,000,000 per occurrence and \$3,000,000 in aggregate). In general, a certificate is required from your general comprehensive liability insurance insurer, or insurance agent, evidencing insurance by insurance company satisfactory to the Church with coverage, limits of liability and deductibles satisfactory to us, NAMING St. Andrew's Episcopal Church, the Protestant Episcopal Church Council of the Diocese of Texas, a Texas non-profit corporation, and the Bishop of the Diocese of Texas as additional insureds. (You should be able to obtain the certificate from your insurance agent.)

Additional Insurance required (copy attached) _____
(Signature of church representative) (Title)

Additional insurance is NOT required _____
(Signature of church representative) (Title)

Agreement to Abide by Policies for Facilities Use

8. User agrees to abide by the terms and provisions contained in booklet entitled "Policies for Facilities Use," a copy of which is attached hereto and made a part of this Agreement for all intents and purposes.
9. In signing this agreement, I acknowledge and represent that I have read it, understand it, and sign it voluntarily as my own free act and deed; sponsor has not made and I have not relied on any oral representations, statements, or inducements apart from the terms contained in this agreement. I execute this document for full, adequate and complete consideration fully intending to be bound by the same, now and in the future. I understand I can choose not to sign this document and free myself from its terms.

Executed on _____, _____, at Bryan, Brazos County, Texas

User: _____

By: _____
(Signature of representative) (Title, if applicable)

Church: St. Andrew's Episcopal Church

By: _____
(Signature of church representative) (Title)

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