An ORGANIZATION may request the use of the PREMISES of the CHURCH by completing and submitting the following Application.

1. Today’s Date MM/DD/YYYY
2. ORGANIZATION’S Name Click or tap here to enter text.
3. ORGANIZATION’S Address

Street Address Click or tap here to enter text.

City, State Click or tap here to enter text.

1. REPRESENTATIV’ES Name Click or tap here to enter text.

REPRESENTATIVE’S relationship to the ORGANIZATION Click or tap here to enter text.

1. REPRESENTATIVE’S Phone Click or tap to enter area code and phone number.
2. REPRESENTATIVE’S Email Click or tap to enter email.
3. REPRESENTATIVE’S Address:

Street Address Click or tap to enter Street Address.

City, State Click or tap here to enter text.

The REPRESENTATIVE shall be the Contact Person for the ORGANIZATION and will coordinate the details of usage with the Church office 317-867-5673 or as directed by the Church Office.

1. Nature of EVENT Click or tap here to enter text.
2. Approximate number of people attending Click or tap to enter number
3. Date building is needed: MM/DD/YYYY
4. Time duration of the event the day of: Enter start and end time of event.
5. Time for access to the building for meeting setup: Click or tap here to enter text.
6. Would you like to make a contribution to:

 [ ]  Church [ ]  Food Pantry [ ]  Not at this time

1. Equipment Needed:

|  |
| --- |
| [ ] Board Representatives’ Table on stage |
| [ ] Microphone |
| [ ] Cable access to display media slides (must provide your own laptop/tablet and slides) |
| [ ] Check-in table outside sanctuary with chairs |

1. Other space needed: Click or tap here to enter text.
2. General Comments: Click or tap here to enter text.

The USE AGREEMENT containing the Waiver and Release has been carefully read and understood concerning the terms used in it and their legal significance. The USE AGREEMENT containing the Waiver and Release is freely and voluntarily signed with the understanding that the right to legal recourse against the CHURCH is knowingly given up in return for allowing the use of the PREMISES by the ORGANIZATION. The signature on this document is intended to bind not only the ORGANIZATION/REPRESENTATIVE but also its successors, heirs, representatives, administrators, and assigns.

**ORGANIZATION SIGNATURE** Click or tap here to enter text.

**DATE**: MM/DD/YYYY

**CHURCH SIGNATURE** Click or tap here to enter text.

**DATE**: MM/DD/YYYY

**Church Use Only**

**1. Space assigned:** [ ] **Sanctuary** [ ] **Fellowship Hall** [ ]  **Other Rooms** Click or tap here to enter text.

**USE AGREEMENT**

This Use Agreement (hereafter “USE AGREEMENT) is between the parties, Lord of Life Lutheran Church of Westfield (hereafter “CHURCH”) and the Organization (hereafter “ORGANIZATION”) as set forth in the Application.

WHEREAS the CHURCH is a biblically based religious institution owns the building and all grounds located at 4283 E. 191st Street, Westfield, IN 46062 (hereafter “PREMISES”) and such PREMISES is normally used for Christian worship and ministry.

WHEREAS the ORGANIZATION wants to use the building PREMISES for the event (hereafter “EVENT”) as set forth in the Application.

WHEREAS the ORGANIZATION represents that their Representative (hereafter “REPRESENTATIVE”) has the legal capacity and is duly authorized to sign and execute this USE AGREEMENT and to act on the behalf of and to bind the ORGANIZATION. The REPRESENTATIVE by his/her signature acknowledges that the ORGANIZATION has read and understands the USE AGREEMENT. The REPRESENTATIVE shall be the contact person for the ORGANIZATION and will coordinate the details of usage with the CHURCH, and

WHEREAS the REPRESENTATIVE also represents that he/she has been authorized by the ORGANIZATION to act on its behalf and to bind the ORGANIZATION. The REPRESENTATIVE understands that if it is determined, for any reason, that he/she is determined not to be a REPRESENATIVE of the ORGANIZATION, that by his/her signature on this USE AGREEMENT, he/she becomes personally liable for all the duties and responsibilities of the ORGANIZATION and agrees to be personally responsible for compliance with any and all terms and conditions of this USE AGREEMENT.

IT IS THEREFORE AGREED BY AND BETWEEN THE PARTIES:

1. The CHURCH agrees to let the ORGANIZATION use the PREMISES for the EVENT.
2. In consideration for the benefit of using the PREMISES, the ORGANIZATION agrees to abide by all the terms and conditions of this USE AGREEMENT.
3. The ORGANIZATION and REPRESENTATIVE agrees, prior to the EVENT to immediately notify the CHURCH of any change of information provided or circumstance described in the Application concerning the EVENT.
4. The ORGANIZATION recognizes that it is a privilege to be able to use the PREMISES. The ORGANIZATION agrees to respect the PREMISES. The ORGANIZATION will not use the PREMISES for any purpose that is contrary to the Mission, Purpose, or Belief of the CHURCH or for any unlawful purposes, and will obey all laws, rules, and regulations of all governmental authorities while using such PREMISES. The CHURCH shall be permitted to determine if the PREMISES is being properly used by the ORGANIZATION, and such determination shall be in the sole discretion of the CHURCH.
5. The ORGANIZATION agrees to be responsible for preparing the PREMISES for use and returning to the pre-use condition all areas which ORGANIZATION used.
6. The ORGANIZATION agrees that the consumption of alcoholic beverages and smoking are expressly prohibited on the PREMISES.
7. The ORGANIZATION 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.
8. The ORGANIZATION agrees that it is solely responsible to implement appropriate screening and supervision procedures to protect children, youth, and vulnerable adults attending the event at the PREMISES.
9. The ORGANIZATION promises and warrants that it carries workers compensation and/or liability insurance with a minimum liability occurrence limit of $1,000,000 that will cover the use of the PREMISES for the event and will provide a current certificate of insurance.
10. The ORGANIZATION agrees that the CHURCH shall not be responsible or liable for any injuries to a person or damage to personal property which arise during or from the EVENT, regardless of whether caused in whole or in part by the negligence or other fault of the CHURCH.
11. The ORGANIZATION waives all claims against the CHURCH and accepts all risks of injuries, damages, claims or harm, whether known or unknown, and agrees to be solely responsible for all costs, expenses, or damages, including any attorney fees and litigation costs and expenses and/or any other liabilities which arise during or as a result from the EVENT. The ORGANIZATION releases and forever discharges the CHURCH from all such claims.
12. The ORGANIZATION agrees to hold harmless, indemnify and defend the CHURCH (including CHURCH’S agents, employees, and representatives) from any and all claim, lawsuits or other actions which may be brought against the CHURCH to recover any loses, liabilities, damages, costs and expenses including, but not limited to, illness, exposure to infectious / communicable disease, bodily injury, personal injury, emotional injury, property damage or attorney fees and other litigation costs and expenses which arise during or result from the EVENT, or from the conduct of the ORGANZATION or from any activity done or permitted by the ORGANIZATION in or about the PREMISES.
13. This USE AGREEMENT may be cancelled by the agreement of the Parties, unilaterally by either Party with 2 days Written Notice to the other Party or by the CHURCH for violation of the USE AGREEMENT. Failure to notify the CHURCH may jeopardize future Application approvals.
14. The rights under this USE AGREEMENT may not be assigned unless the CHURCH, in its sole discretion gives prior Written Approval.
15. This document contains the entire USE AGREEMENT of the parties and supersedes all prior written or oral agreements relating to the subject matter.
16. In the event that any provision of this USE AGREEMENT, or the application of any such provision to any person or set of circumstances, shall for any reason be determined to be invalid, unlawful, void or unenforceable to any extent, the remainder of this USE AGREEMENT, and the application of such provision to persons or circumstances other than those as to which it is determined to be invalid, unlawful, void or unenforceable, shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by applicable law.