



## USE AGREEMENT

AGREEMENT made on (date) \_\_\_\_\_ by and between Providence Presbyterian Church (“PPC”) and (name of licensed user) \_\_\_\_\_ (“Licensee”);

In consideration of Licensee’s agreement to all of the terms and conditions contained herein or attached, and to timely pay all sums provided for herein, PPC does hereby permit Licensee the use of certain parts of its building and the grounds as specified below. This Agreement involves a license granted by PPC to Licensee to use certain parts of its building and grounds on a temporary basis, and shall under no circumstances be considered a lease.

### 1. Areas of Facility To Be Used By Licensee

CHECK ALL THAT APPLY:

Main Sanctuary (Note: the use of music and audio/visual equipment (i.e., piano, organ, mixing board, sound system, computers, DVD player, etc.) must be requested and an equipment technician present for the uses of same. No electronic equipment will be taken from the building.

Library: (Note: the use of computers must be requested before logging on)

Music Room (Note: No item in the music room should be used without the Music Director’s prior permission)

Playground

Other Rooms (Specify all room numbers): \_\_\_\_\_

Other areas (Specify): \_\_\_\_\_

Licensee is entitled under this Agreement to normal and customary usage of bathrooms, connecting hallways, outside grassy area, trails on the grounds, sidewalks, and parking lot.

2. Dates, Hours of Usage

Dates of usage: \_\_\_\_\_ Entry/exit times: \_\_\_\_\_

Total hours per day: \_\_\_\_\_

3. Payment terms

License Fee per hour: \_\_\$15 per hour\_\_ License Fee per day: \_\_\_\_\_

Total cost: \$ \_\_\_\_\_ Deposit required: \$ \_\_\_\_\_

Licensee shall pay for the use of the areas identified as follows: \_\_\_\_\_

\_\_\_\_\_.

Licensee's failure to adhere to the payment terms shall entitle PPC to immediately terminate this Agreement.

4. Wedding Usage

Regular attendees and non-members of PPC will be charged a fee of \$100 for the use of the building and its grounds. Members will not be charged a fee for the use of the building and its grounds. Any money collected will be deposited in account # 6813 for building maintenance. PPC offers janitorial or cleaning services, pre-arranged, for a fee of \$ 50.00 dollars per event/day under this Agreement. PPC also offers our Music Director to coordinate any composition needs.

5. Administration of Agreement; Emergencies.

The Deacons at PPC intend that this Agreement will provide a clear understanding concerning Licensee's use of PPC's building, facilities and grounds. Any questions Licensee has concerning the Agreement should be directed to the Deacons of PPC, Att'n: \_\_\_\_\_ , Phone ( ) \_\_\_\_\_; email \_\_\_\_\_@\_\_\_\_\_. In an emergency, Licensee should call the PPC office at (410)546-0577 and the Administrative Assistant will direct that call to the appropriate party(s). The Licensee shall designate a specific person to be responsible for addressing any issues regarding Licensee's compliance with this Agreement, and furnish such person's cell phone and email address to the Deacons of PPC.

6. Application Procedure

- a. An applicant desiring to use PPC's facility shall fill out the Application attached hereto as **Exhibit A**. The application can be mailed or hand-delivered to the PPC Church Office at 311 Parker Road, Salisbury, MD 21804.
- b. The applicant will identify in the application all parts of the Church Facility and grounds that it intends to use. Usage of certain equipment (as indicated in the application) requires specific permissions of PPC personnel who are familiar with or responsible for that equipment.

- c. The Deacons will promptly review the application. They may contact the applicant to discuss the application, or may have the Church Secretary do so. The Deacons will discuss with the applicant the specific payment terms applicable to the desired usage.
- d. When all terms of usage are agreed to, including the cost and payment terms, a final Agreement will be prepared for signature by authorized members of PPC and Licensee. A signed Agreement with all terms filled in is required before the Licensee is authorized to use the facility.
- e. PPC is a faith-based organization having specific beliefs based upon the Bible and a desire to glorify God in the use of its resources. It reserves the right to reject any applicant or any proposed use that it believes, in the sole subjective judgment of the Deacons of PPC, will infringe upon those beliefs or fail to glorify God. The Deacons shall not be required to state a specific reason for denying any application.

7. Usage and Care of Facility.

- a. Licensee is required on premises and in the building to supervise all its activities and the activities of its invitees during its entire period of usage. This includes inspecting the building and grounds for any dangerous condition. If during Licensee's usage any abuse or vandalism of the facility occurs, PPC may, at its option and in its sole discretion, assess a fee for damages, evict the Licensee without further notice and/or cancel this Agreement.
- b. Licensee's usage is limited to the specific areas of the facility stated in the Agreement; Licensee is expected to self-monitor so that only the areas noted in the Agreement are used.
- c. Licensee shall not allow any alcoholic beverages, non-prescribed drugs, or tobacco products to be consumed on the premises of PPC.
- d. All food and drink items intended for consumption on-site shall be transported in sealed, non-leaking containers. Cooking or preparation of food on the premises is not permitted. Food service items such as plastic ware, plates, cups, hot beverage items, napkins, etc. will be provided and properly disposed of by Licensee.
- e. Parties shall be held, and/or food consumed in the tiled section adjoining the kitchen area.
- f. Licensee shall collect and remove from the premises all trash generated during its period of usage. Any remains of food or drink shall be removed daily, and other dry trash shall be removed at the end of Licensee's usage, and in all events not less frequently than every Friday. Trash shall be placed in the designated dumpster behind the Church Office or removed from the premises entirely.
- g. PPC offers janitorial or cleaning services, pre-arranged, for a fee of \$ 50.00 dollars per event/day under this Agreement. Any money collected will be deposited in account #6813 for building maintenance. Consequently, Licensee is expected to do whatever cleaning is required to leave all parts of the building and grounds it used in the same clean and orderly condition in which they were found. If Licensee fails to clean up after its own usage, PPC reserves the right to hire professional cleaners for this service and pass on the cost to Licensee.
- h. Should Licensee discover any items requiring maintenance or service (i.e., lights burned out, bathroom items, landscaping problems, door malfunctions, leaks, structural issues, or any breakage due to normal usage), Licensee should alert the Church Office which will, if necessary, direct the concern to the appropriate party(s).

- i. Licensee shall provide its own supplies (i.e., paper goods, school supplies, party items, dry erase markers, physical education equipment, etc.).
- j. Licensee shall not re-set or re-program the heating and or cooling system without first checking with a Deacon, who will instruct the proper person(s) on the proper usage of the HVAC system.
- k. A Deacon shall show a responsible representative of Licensee how to activate and deactivate the security system. A deacon will also be designated each month for any emergencies arising from the licensee when they open and or lock-up.
  - l. Exit Checklist. Licensee agrees to scrupulously follow the following protocol upon exiting the facility:
    - i. Deposit trash in the designated dumpster.
    - ii. Turn off any electric item turned on during usage.
    - iii. Check all areas for personal items and/or valuables left behind. (PPC will not be responsible for same)
    - iv. Check bathrooms for any running water and/or paper on the floors.
    - v. Return any items moved during usage to their original position(s).
    - vi. Leave all areas in their original state of cleanliness and neatness.
    - vii. Make sure all occupants have left the building.
    - viii. Lock all exterior doors of the building.
    - ix. Activate security system.

8. Amendment or Cancellation. Licensee seeking a revision of this Agreement shall give PPC reasonable advance notice of the desired amendment. PPC will prepare a revised Agreement or other written confirmation of the amendment after the amendment is accepted by the Deacons. If Licensee seeks to cancel this Agreement before its natural expiration, Licensee shall give PPC reasonable advance notice of intent to cancel. PPC shall be entitled to recover any reliance costs caused by Licensee giving insufficient notice of cancellation. PPC may cancel this Agreement at any time for just cause.

9. Hold Harmless. Applicant agrees to indemnify, defend and hold PPC harmless from and against any and all claims, actions, suits, damages, injuries, judgments, liability, and expenses, including attorneys fees, litigation costs and costs of suit in full or part caused by, resulting from or otherwise occurring in connection with Licensee's actions or failures to act. This indemnification specifically includes, but is not limited to, personal injury, loss of life, and/or damage to the property of PPC, attributable to the occupancy or use by the Licensee of any part of the property or improvements of PPC, and is intended to include acts or omissions of Licensee's invitees, guests, employees, representatives, agents, subcontractors.

AS WITNESS, the hands and seals of the parties hereto or their duly authorized agents signed below on the day and year above written.

ATTEST:  
\_\_\_\_\_

PROVIDENCE PRESBYTERIAN CHURCH:  
By: \_\_\_\_\_

WITNESS/ATTEST:

LICENSEE:

\_\_\_\_\_

\_\_\_\_\_

**Application For Usage of Facility**  
[EXHIBIT A TO PROPOSED USE AGREEMENT]

Legal name of Organization:

\_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Authorized contact person \_\_\_\_\_ Phone \_\_\_\_\_

Person responsible for Use Agreement \_\_\_\_\_ Phone \_\_\_\_\_

Description and purpose of event \_\_\_\_\_

Approx. number of people attending event: \_\_\_\_\_

Areas of Facility Proposed To Be Used By Licensee

CHECK ALL THAT APPLY:

- Main Sanctuary (Note: the use of music and audio/visual equipment (i.e., piano, organ, mixing board, sound system, computers, DVD player, etc.) must be requested and permission given before using)
- Library: (Note: the use of computers must be requested before logging on)
- Music Room (Note: No item in the music room should be used without the Music Director's prior permission)
- Playground
- Other Rooms (Specify all room numbers): \_\_\_\_\_

\_\_\_\_\_

Other areas (Specify): \_\_\_\_\_

Licensee is entitled under the Use Agreement to normal and customary usage of bathrooms, connecting hallways, outside grassy area, trails on the grounds, sidewalks, and parking lot.

Dates, Hours of Proposed Usage

Dates of usage: \_\_\_\_\_ Entry/exit times: \_\_\_\_\_

Total hours per day: \_\_\_\_\_

Agreement Acknowledgement of terms of Use

Applicant has been given a copy of the form of the Use Agreement required by Providence Presbyterian Church ("PPC") of users of its facility. By submitting this application, Applicant acknowledges that it had read the form of Use Agreement and is willing to abide by its terms. Applicant understands that until a final Use Agreement with mutually acceptable payment terms is signed by both Applicant and PPC, Applicant shall not be authorized to the use of PPC's facility.

The application procedure is stated in Paragraph 6 of the proposed Use Agreement.

APPLICANT:

\_\_\_\_\_ BY: \_\_\_\_\_

Date