

# Zion Evangelical Lutheran Church

47 Hanover Street  
Glen Rock, Pa. 17327  
Office: (717) 235-3276  
E-mail: office@zionglenrock.org



## Facility Use Agreement

\_\_\_\_\_ hereinafter referred to as the User(s))

Zion Lutheran Church (hereinafter referred to as the Owner), agree to allow the following described room(s) or facility (ies):

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to be used by User(s) subject to the following terms and conditions which are agreed to by the respective parties.

1. The facility(ies) will be available for use on the following dates and times:

Dates from: \_\_\_\_\_ through \_\_\_\_\_

Between the hours of \_\_\_\_\_ AM/PM and \_\_\_\_\_ AM/PM

Purpose/type of function(s):

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Number of people attending: \_\_\_\_\_

2. The User(s) to pay a fee of \$ donation per \_\_\_\_\_, the fee to be paid to Zion Lutheran Church on or before \_\_\_\_\_.

3. The User(s) to observe the following opening and securing arrangements:

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4. For the purposes of this agreement, the User(s) to use only those parts of the buildings or grounds specified above, and the entrances to those parts.

5. The User(s) is to ensure that any furniture and equipment moved during use of the premises is replaced, that the premises will be left in a clean and tidy condition, that proper care will be taken of the premises during use and any damage from such use, whether caused by negligence, recklessness or the willfulness of the User(s), or the servants, agents or invitees of the User(s), is repaired at the User(s) own cost.

6. The Owner reserves the right to terminate this agreement immediately by notice in writing at is absolute discretion if clause 5 is contravened by the User(s) (or the servants, agents or invitees of the User(s)) at any time AND the Owner reserves the right to interrupt or terminate this agreement immediately by notice in writing and / or phone contact with the principle contact of the User(s) for reasons of our organizational schedule.

7. The User(s) is to take out and maintain current throughout the term of this agreement a public risk insurance policy with a reputable insurer, having an A.M. Best rating of A- or better, in which (a) the Owner is indemnified in an amount not less than \$2 million for any claims whatsoever (involving injury to persons or damage to property) arising out of the use of the Owner's premises by the User(s); (b) the Owner is named as an Additional insured under the policy; and (c) the policy or a certificate of insurance must be produced to the Owner prior to the use of the facilities. User(s) and the Owner agree that any insurance policies procured by User(s) that provide benefits or protection for the Owner shall be primary and that any policies procured by Owner that might happen to provide protection or benefits to the Owner arising out of User's use of the Owner's premises shall be excess.

8. The User(s) agrees that no hazardous materials, including but not limited to, flammable materials or liquids, fireworks, pyrotechnic devices, explosives, poisonous materials or plants, strong acids or caustics, or dangerous animals will be brought onto the premises or used in any way while occupying any portion of any Owner's owned property except as specifically listed below:

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9. The User(s) agree that no amusement rides or attractions, including but not limited to, trampolines of any type, enclosed or air supported structures of any type, climbing walls, climbing ropes, firearms or shooting activity,

bow and arrow shooting activity or equipment or devices related thereto will be brought onto the premises or used in any way while occupying any portion of any Owner's owned property except as listed below:

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10. The User(s) must give written notice to the Owner of any accident resulting in bodily injury or damage to property of the Owner or others occurring on Owner's premises or in any way connected with the use of Owner's premises within 24 hours of the accident. The notice must include details of the time, place and circumstances of the names and addresses of any person(s) witnessing the accident.

11. The User(s) to observe the following extra conditions:

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In addition, the User(s) undertakes and agrees to indemnify and hold harmless the Owner, Owner's board, elected and appointed officials, administrators, and all other Owner's employees, volunteers or representatives, and all persons and bodies corporate acting for or on behalf of them, for all accidents resulting in bodily injury or property damage (including reasonable attorney fees) for which they may be or become liable directly or indirectly arising out of the use of Owner's premises by the User(s) (or servants, agents or invitees of the User/s)).

**Accepted on behalf of (User(s)):**

By: [printed name] \_\_\_\_\_

[signature] \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ E-mail address: \_\_\_\_\_

**Owner:**

By: [printed name] \_\_\_\_\_

[signature] \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_