

Facilities Use Agreement

This agreement by and between Berkley Hills Wesleyan Church 1670 Ball Ave NE, Grand Rapids, MI 49505
Owner's name Owner's complete address

("Owner"), and _____ ("User"),
User's name User's complete address

will take effect on the _____ day of _____ and will continue for a period of _____
Day Month Year Time period

WHEREAS, Owner owns premises located at _____
Complete address

which is normally used for _____, and
Type of use

WHEREAS, User desires to use the _____ area of the facilities for the
Area of premises (e.g. church building)

purpose of _____,
Purpose of use

and WHEREAS, Owner has agreed to allow User to use the facilities provided that the following terms and conditions are met.

IT IS THEREFORE AGREED BY AND BETWEEN THE PARTIES:

1. Owner agrees to let User use the above described premises for the above described purpose on

_____, _____
Describe times and days of usage Name and Owner's contact person

is the contact person for Owner and _____ is the contact person for User to

coordinate the details of usage.
Name of User's contact person

2. Fee Agreement. User agrees to pay Owner _____ for the use of the premises. (Fee schedule
 below)

Amount

Non-Fee Agreement. In consideration for the benefit of using Owner's facilities, User agrees to abide by all the terms and conditions of use described in this agreement

3. User agrees that it will only allow permitted activities on the property that aligns with the values and beliefs of The Wesleyan Church. The property cannot be used for any commercial or for-profit activities without prior approval from the Owners Elder Board. All events and activities must be respectful of the property and its surroundings and should not cause damage or disruption to the property or neighboring areas.

4. The Owner reserves the right to revoke permission for any event or activity that does not comply with these guidelines or is deemed inappropriate for the property. Use of drugs, alcohol smoking or vaping is prohibited in the buildings or grounds.

5. User agrees to abide by any rules or regulations for the use of the premises that are attached to this agreement.

6. User agrees that it is solely responsible to implement appropriate screening and supervision procedures to protect children, youth, and vulnerable adults attending user's function at the above described facilities.

7. Organizational Users. User promises and warrants that it carries liability insurance with a minimum liability occurrence
 limit of \$1,000,000. The User will provide a certificate of insurance to the Owner at least seven days prior to the date upon which the User begins to use the above described premises. The certificate of insurance will indicate that User has made Owner an "additional insured" on User's policy with respect to the use by User of the above described premises.

Individual Users. User promises and warrants that User will obtain signed Activity Participation Agreements (either provided by or acceptable to Owner) from each participant in the activity. If the participants are minors, User will obtain the signature of at least one parent or legal guardian on each Activity Participation Agreement.

8. User agrees to hold harmless, indemnify and defend Owner (including Owner's agents, employees, and representatives) from any and all liability for injury or damage including, but not limited to, illness, exposure to infectious/ communicable disease, bodily injury, personal injury, emotional injury, or property damage which may result from any person using the above described premises, its entrances and exits, and surrounding areas, for User's purposes, regardless of whether such injury or damage results from the negligence of the Owner (including Owner's agents, employees and representatives) or otherwise.
9. User agrees to be responsible for preparing for use and returning to the pre-use condition all areas of the premises which User will use, including entrances and exits. Any damage to Owner's property is subject to an additional charge to User.
10. User 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.
11. This agreement may be cancelled unilaterally by either party with 14 days written notice to the other party.
- 11.1 At time of application, half of all fees must be paid as a deposit. The remaining balance must be paid at least 14 days prior to building use.
- 11.5. In the event that Owner must cancel this agreement, User will be entitled to any deposit User has paid. However, in no event will Owner be liable to User for any lost profits or incidental, indirect, special, or consequential damages arising out of User's inability to use the above described premises, even if Owner has been advised of the possibility of such damages.
12. User agrees that it will not assign any of its rights under this agreement, and any such assignment will void this agreement at the sole option of the Owner.
13. Owner and User agree that any disputes arising under this agreement will be resolved via a mutually acceptable alternative dispute resolution process. If Owner and User cannot mutually agree upon such a process, the dispute will be submitted to a three-member arbitration panel of the American Arbitration Association for final resolution.
14. This document contains the entire agreement of the parties and supersedes all prior written or oral agreements relating to the subject matter.

_____ day of _____ month _____ year.

Dated this _____

OWNER

USER

Signer's Name

Signer's Name

Position with Owner (title)

Position with User (title)

BERKLEY HILLS CHURCH
1670 Ball Ave NE, Grand Rapids MI 49505

AREA	REGULAR ATTENDEE	GENERAL PUBLIC
Worship Center*	\$300 (4 hours)	\$600 (4 hours)
The Lift / Kitchen	\$200 (4 hours)	\$400 (4 hours)
Classroom (each)	\$50 (4 hours)	\$100 (4 hours)

FROST CREEK CHURCH
15671 Algoma Ave, Cedar Springs MI 49319

AREA	REGULAR ATTENDEE	GENERAL PUBLIC
Worship Center*	\$300 (4 hours)	\$600 (4 hours)
Kitchen	\$200 (4 hours)	\$400 (4 hours)
Classroom (each)	\$50 (4 hours)	\$100 (4 hours)

KNAPP CHURCH
4025 Knapp St NE, Grand Rapids MI 49525

AREA	REGULAR ATTENDEE	GENERAL PUBLIC
Worship Center*	\$250 (4 hours)	\$500 (4 hours)
Gymnasium	\$50/1 st hour & \$40/added hour	\$75/1 st hour & \$60/added hour
Classroom	\$50 (4 hours)	\$100 (4 hours)
Kitchen	\$100 (4 hours)	\$200 (4 hours)

* Use of Worship Center tech gear requires approval of Berkley Hills Tech director or tech provided by Berkley Hills. Tech fees are \$50/hr.