

# Germantown Mennonite Church

## Building Use Agreement

WHEREAS GMC has agreed to allow User to use the building for the purpose of \_\_\_\_\_  
\_\_\_\_\_ provided that the following terms and conditions are met:

1. User agrees to pay GMC \$\_\_\_\_\_ for the use of agreed premises and/or equipment. Use of the parking lot is included with all space rentals at no additional charge. In addition, a \$150 refundable security deposit in the form of cash or credit card payment is required. Total agreed usage fee is \$\_\_\_\_\_, with \$150.00 refundable when space is returned to pre-use condition.
2. In addition to the refundable security, a deposit of 25% of estimated total rental amount is due at time of signing. The remaining 75% payment is due one week prior to the start of the event with all monies due and collected before premises will be rendered for use. Any subsequent charges or additional fees due to extended use or damage above the amount of the security deposit must be paid no later than one week after usage date. Delinquent payments will incur an assessed 10% fee. This fee will continue to incur for every 30 days or portion thereof payment is delinquent.
3. User agrees that they will not use the premises for any unlawful purposes, and will obey all the laws, rules, and regulations of governmental authorities while using the above described facilities.
4. User agrees to abide by all rules or regulations for the use of the premises that are contained in this agreement.
5. User promises and warrants that it carries liability insurance with a minimum liability occurrence limit of \$1,000,000. User will provide a certificate of insurance (obtained through renters or homeowners insurance at a nominal fee). The certificate of insurance will indicate that User has made Germantown Mennonite Church an "additional insured" with respect to the use by User of the above described premises. Certificate of Liability must be on file in the GMC office BEFORE user is granted access to the premises. **Please initial here \_\_\_\_\_**
6. The Office Manager (or designated other) will open and close for the function, adjust the heat, be present during use, and inspect the building before and after use. Only the GMC representative on the premises may change the thermostat.
7. User agrees to hold harmless, underwrite, and defend GMC (including GMC's agents, employees, and representatives) from any and all liability for injury or damage including but not limited to 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 GMC (including GMC's agents, employees and representatives) or otherwise.
8. User agrees to abide by GMC's no smoking and no pets (other than working dogs) in the building, and no drugs, gambling, or weapons on the premises policy. Responsible alcohol consumption and service is limited to only consumption of beers and wines, no hard liquor or mixed drinks. User accepts full liability for any occurrences as a result of the serving of alcohol. See paragraph 6.
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 parking lot, bathrooms, entrances, and exits, immediately after use. Failure to meet this condition will result in a \$50 cleaning fee deducted from security deposit.
10. **No nails, tacks, or tape are to be used on any wall or furnishing without prior permission of the Office Manager. Open flames are NOT permitted. Candles are permitted if they are enclosed within a holder made of non-flammable material such as a glass globe or hurricane sleeve. The container must be higher than the tip of the flame. Smoke effects, fog machines, explosives, or pyrotechnics are NOT permitted. Metallic table scatters, especially stars, which may snag in the carpet and cause damage to commercial cleaning equipment, are NOT permitted. Glitter and sand are NOT permitted.** **Please initial here \_\_\_\_\_**

11. No furnishings may be moved without approval of the GMC representative on premises. If you need additional items, put them on your application, and it will be discussed with the Office Manager.
12. All groups must vacate the building by no later than 10:00 p.m. unless prior approval has been applied for and granted. Failure to do so will result in additional stipulated fees.
13. All incidents of damage must be immediately reported to the Office Manager or GMC representative on the premises. The User is responsible and will be charged for damage to property or furnishings. Payment for any such damages must be received by GMC within 30 days after User's event. Should User fail to comply an additional 10% penalty fee will be assessed to cost of damage for each 30 days or portion thereof until balance is collected.
14. This agreement may be cancelled unilaterally by either party with a 14-day written notice to the other party. Should user cancel with less than 14 days' notice they will forfeit 25% of the total estimated cost stated in paragraph 1.
15. \*\*Children 12 years old or younger from User's group must be supervised by a responsible adult 21 years of age or older at all times. A group with more than 10 children needs one additional adult supervising every 5 or less additional children. Likewise, a group with youths 18 years old or under requires the presence of at least one responsible adult for supervision at all times. A group with more than 10 youths needs an additional adult supervising every 5 or less additional youths.
16. No for-profit businesses, enterprises, or political organizations are allowed to rent the facilities. Fundraising events of not-for-profit organizations will be reviewed on an individual basis.
17. GMC has the right to refuse usage for any reason. The Office Manager and/or Church Council will make such decisions.
18. GMC and User agree that any disputes arising under this agreement will be resolved via a mutually acceptable alternative dispute resolution process. If GMC and User cannot mutually agree upon such a process, the dispute will be submitted to a three-member arbitration panel of the American Arbitrations Association for final resolution.
19. This document contains the entire agreement of the parties and supersedes all prior written or oral agreements relating to the subject matter.

User has reviewed and agreed to terms of agreement on this \_\_\_\_ day of \_\_\_\_\_ 2016.

GMC: \_\_\_\_\_  
(please print name)

User: \_\_\_\_\_  
(please print name)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title with GMC

\_\_\_\_\_  
Contact number or email address