

**Agreement for the Use of Property of St. Mark's Episcopal Church, 710 E. Buchanan Street, Plainfield, Indiana, 46168**

This Agreement between St. Mark's Episcopal Church referred to as "CHURCH" and \_\_\_\_\_ referred to as "USER", witness the following:

That for the mutual consideration set forth in this Agreement, CHURCH consents to use of CHURCH PROPERTY by USER:

**FACILITY SUBJECT TO AGREEMENT:**

Indicate each Facility:

- (1) \_\_\_\_\_ Church Building
- (2) \_\_\_\_\_ Kitchen
- (3) \_\_\_\_\_ Library
- (4) \_\_\_\_\_ Parish Hall
- (5) \_\_\_\_\_ Choir Room
- (6) \_\_\_\_\_ Yard
- (7) \_\_\_\_\_ Other (specify) \_\_\_\_\_

**EQUIPMENT SUBJECT TO AGREEMENT:**

Tables: # Out \_\_\_\_\_ # In \_\_\_\_\_  
Chairs: # Out \_\_\_\_\_ # In \_\_\_\_\_  
Kitchen Equipment \_\_\_\_\_ # Out \_\_\_\_\_ # In \_\_\_\_\_  
Other (specify): # Out \_\_\_\_\_ # In \_\_\_\_\_

**TERMS of USE:**

If one occasion, specify date and hours: \_\_\_\_\_

If recurring, specify the following:

Hours: \_\_\_\_\_

Days: \_\_\_\_\_

First	Second	Third	Fourth	Fifth		
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday

**FEES to be Paid by USER to CHURCH:** \_\_\_\_\_ Dollars

## **REGULATIONS AND RESPONSIBILITIES**

1. **INSPECTION:** USER has inspected CHURCH'S property subject to this Agreement and accepts the property and its facilities "as is."
  
2. **INDEMNIFICATION:** USER agrees to defend, indemnify, and save harmless The Episcopal Diocese of Indianapolis, (hereafter "DIOCESE"), CHURCH, and CHURCH'S appointed and elected officers and employees, from and against all loss or expense, including judgments, settlements, attorney's fees, and costs incurred by liability imposed by law upon DIOCESE, CHURCH, or CHURCH or DIOCESE'S appointed or elected officials or employees for any damages resulting in personal or bodily injury, including death, resulting at any time, sustained by any person or persons and on account of damage to property, including loss of property, arising out of or in consequence of USER'S activities, whether the injuries resulting to persons or damage to property is due to negligence or wrongful acts of USER, the employees, agents, or subcontractors of USER, DIOCESE, CHURCH, or the officers, employees, or agents of CHURCH or DIOCESE.
  
3. **RESPONSIBILITY:** USER is responsible for any damage to CHURCH'S property incurred by USER'S members, staff, clients, guests, suppliers, or invitees, and for other conduct, behavior, and actions of USER'S members, staff, clients, guests, suppliers, or invitees.
  
4. **FEE:** USER will pay CHURCH any fee set forth in this agreement before using CHURCH'S property.
  
5. **RESERVATIONS:** USER agrees that this Agreement does not authorize inference with CHURCH'S Norman services or programs. CHURCH has prior claim to all facilities and property. If USER makes a reservation for USER'S activities under this Agreement at least thirty (30) days before activities are to occur, USER must also confirm the reservation within the thirty (30) day period preceding the activity.

6. EMERGENCIES: If facilities subject to this Agreement are needed by CHURCH for activities and programs that cannot be scheduled in advance, such as a funeral, CHURCH will notify USER as soon as possible of changes in USER'S activities required by the emergency.

7. DECORATIONS and POSTERS: USER may not attach any decorations or posters to the walls of any facility.

8. CLEANLINESS of FACILITIES: USER will return property and CHURCH facilities subject to this Agreement to the condition that USER found the property by performing all necessary cleaning.

9. LITTER and GARBAGE: USER shall place all litter and garbage generated by USER'S activities un this Agreement in CHURCH'S dumpster, or shall properly dispose of litter and garbage after removing it from the CHURCH'S property.

10. SMOKING: USER will not permit smoking in the CHURCH or any chapel or sacristy during the USER'S activities under this Agreement.

11. POLICY STATEMENT: It is the policy of the CHURCH that all persons are brothers and sisters of equal worth in the sight of God. The premises and facilities of CHURCH may not be used by individuals or groups for purposes antithetical to this policy.

12. TERMINATION: The Agreement may be terminated at any time upon notice being given by CHURCH or USER.

13. COMPLETE AGREEMENT: This Agreement constitutes the entire agreement between CHURCH and USER. Any additional terms must be added to this Agreement by a written amendment agreed to by CHURCH and USER>

14. USER'S REPRESENTATIVE: The individual signing this Agreement on behalf of USER indicated by the individual's signature, duly authorized, acts on behalf of USER by executing this Agreement, and has the authority to bind USER to the terms of this Agreement.

**AGREED, THIS DAY \_\_\_\_\_ of \_\_\_\_\_, 2014:**

**For USER:**

\_\_\_\_\_

Signature

\_\_\_\_\_

Print Name

\_\_\_\_\_

Title

\_\_\_\_\_

Telephone (day)

\_\_\_\_\_

Telephone (night)

\_\_\_\_\_

Email Address

\_\_\_\_\_

Street Address

\_\_\_\_\_

City, State, Zip Code

**FOR CHURCH:**

\_\_\_\_\_

Donald Presdorf

\_\_\_\_\_

Print Name

\_\_\_\_\_

Building & Grounds Director  
Title