



8600 Academy Road NE | Albuquerque | New Mexico 87111-1107 | 505.821.1993 | www.heightsepc.org

2017 Facility Use Agreement

Name of Group/Event:	Length of Time Scheduled: (Days/Weeks/Months)
Date(s) Scheduled:	Time(s) Scheduled:
Room(s) Requested:	No. of People in Group:
Contact Person:	Email:
Address:	Phone:

This Agreement by and between **Heights Cumberland Presbyterian Church (“HCPC”)**, and _____ (“User”), will take effect on the _____ day of _____, 2017, and **will expire** on the _____ Day of _____, 2017, whereas **User** desires to use the area(s) (described above) of the premises located at 8600 Academy Road NE, Albuquerque, NM, 87111, for the purpose of: _____.

HCPC is a place of worship - “A body of Christ with a passion to Glorify God and Renew Lives.” All who use HCPC's facilities are invited to attend worship services on Sundays at 10:15 a.m.

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HCPC agrees to allow the User to use the facility, provided that the following terms and conditions are met:

1. **User** agrees that it will not use the premises for any unlawful purposes, and will obey all the laws, rules, and regulations of all governmental authorities while using the above-described facilities.
2. **User** will provide **HCPC** with a brochure, written statement, or website detailing the purpose and/or philosophy of **User's** group. **User** agrees that it will not use the premises for any purpose that is contrary to the mission, purpose or belief of **HCPC**, which is a biblically-based religious institution. **HCPC reserves the right to deny or cancel any group that does not abide by this signed Agreement, or whose purpose, philosophy, or usage of the facility conflicts with the mission of HCPC.** If the **User** is not sure if it meets the requirements of this section, it is the **User's** responsibility to contact **HCPC** for clarification prior to **User's** use of the facility.
3. **HCPC's** facilities are not available for the purpose of fundraising, and **User** may not charge attendees or request suggested donations to attend **User's** event. Facilities may not be used by "for profit" groups or organizations or by any member or non-member that would profit by the use of the facility. There is no charge for the use of the HCPC facility. Donations are gratefully accepted.
4. **An Organizational User** (Example: Assoc./Corp./LLC/Business Entity/Partnership, etc.) promises and warrants that it carries liability insurance with coverage of at least \$1,000,000 per liability occurrence. The **Organizational User** will provide a Certificate of Insurance to HCPC as "Certificate Holder" prior to the date upon which the **Organizational User** begins to use the above described premises. The Certificate of Insurance will indicate that the **Organizational User** has made **HCPC** an "Additional Insured" on **Organizational User's** policy with respect to the use of the above described premises.
 - User** has liability insurance and will ensure that the required certificate is on file with **HCPC** prior to the use of the facility.
 - User** does not have liability insurance.
5. **Use of the HCPC** facility and parking lot is at **User's** risk. **HCPC** does not assume responsibility for personal injury, loss, or damage of personal property during the use of **HCPC's** facility. **HCPC** does not warrant or represent that the property is safe or suitable for which it is permitted to be used under the terms of this Agreement, and that the group (for itself and on behalf of all of its members, guests, or participants who will be using the property) acknowledges that **HCPC** is providing the property and all appliances on an "as is" basis.
6. The **User** and all **User's** participants agree to hold harmless, indemnify and defend HCPC (including HCPC'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 the **User's** purposes, regardless of whether such injury or damage results from the negligence of HCPC (including HCPC's agents, employees, and representatives) or otherwise.
7. Minors must be supervised at all times. **HCPC** is not responsible for the safety of minor participants. **User** shall warrant that it uses a high degree of care in supervising minors during the use of the premises.
8. **User** is responsible for preparing its room(s) for use and returning the room(s) to their pre-use condition. This includes all areas of the premises that **User** will use including entrances and exits.
9. **User** may occupy only the rooms scheduled for **User's** group at the scheduled times. If a need arises for a different room or an additional room, contact **HCPC** for availability. **User may not move tables, chairs, or any other items from other rooms or areas of the church facilities.**
10. **User** is required to notify **HCPC** of any cancellations of **User's** scheduled date. Failure to notify **HCPC** of a cancellation may result in denial of future facility usage.

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11. It is understood that Church events will always take precedence for use of the **HCPC** facilities. **User** will be given as much notice as possible if **User's** group needs to be cancelled or rescheduled. **HCPC** will use the contact information provided by the **User**. Please be advised that cancellation will still proceed in the event that **HCPC** is unable to reach the **User**. **HCPC** will bear no responsibility (including any expenses incurred) if the **User's** group is cancelled.
12. NO alcoholic beverages or drugs are allowed on the premises. Smoking is allowed outdoors only.
13. Light snacks and beverages are allowed only in the non-carpeted areas of the facility.
14. **HCPC** does not provide janitorial service for **User's** group. Bring janitorial supplies (trash bags, vacuums, etc.) and remove your trash after the event.
15. Do not hang signs with staples, nails or anything that could damage the walls. Remove any posted signs before leaving the event. **HCPC** does not provide advertising for **User's** event. Please do not post anything on the church bulletin boards.
16. All persons and/or groups using our facilities are expected to exercise reasonable care and judgment to prevent damage to the facility. **User** shall accept responsibility to cover the amount of repair, cleaning, and/or replacement costs pertaining to any damages that occur as a result of **User** negligence.
17. **HCPC** and **User** agree that any disputes arising under this Agreement will be resolved via a mutually acceptable alternative dispute resolution process. If **HCPC** and **User** cannot mutually agree upon such a process, then **HCPC** and **User** will seek remedy through the courts, with all associated costs for **HCPC** and **User** paid by **User**.
18. **User** agrees that it will not assign any of its rights under this Agreement.
19. **HCPC** will bear no liability if this Agreement is cancelled due to any legal or regulatory compliance issue.
20. This document contains the entire Agreement of the parties and supersedes all prior written or oral agreements relating to the subject matter.
21. **The person(s) signing this Agreement is required to be in attendance at the event(s), and is responsible to ensure that User's participants abide by all provisions of this Agreement.**

I have read and agree to abide by this HCPC 2017 Facility Use Agreement in its entirety.

User

Signer's Name (Print)

Position or Title

Signer's Signature

Date: _____

(Optional 2nd Signer) Name (Print)

Position or Title

Signer's Signature

Date: _____

The "Scheduling Calendar" runs from January through December of each year. User must renew its request each year to use HCPC's facilities. Facility scheduling for 2018 will be available in October of 2017. Requests will be considered on a first-come, first-served basis.