

# Kanapaha Presbyterian Church

## Building Use Agreement

Name of Organization: \_\_\_\_\_

Name of Individual in Charge: \_\_\_\_\_

Address: \_\_\_\_\_  
City State Zip Code

Phone: Cell: \_\_\_\_\_ Home: \_\_\_\_\_

Alt. Contact: \_\_\_\_\_ Email: \_\_\_\_\_

Type of Use:  Meeting  Wedding  Wedding Reception  School Function

Other: \_\_\_\_\_

Date(s) to Be Used: \_\_\_\_\_ to \_\_\_\_\_

Time(s) Buildings to Be Reserved: \_\_\_\_\_ to \_\_\_\_\_

Total Hours to Be Reserved Including Set Up and Clean Up: \_\_\_\_\_

(A Buildings and Grounds representative will be onsite during the building's use. A \$10/hour fee will be added to cover the representative's time.)

Facilities to Be Used:  Sanctuary  Memorial Hall  Projector/Sound Equipment

Non-Profit?  Yes  No

(If yes, you must attach a copy of your organization's IRS Determination Letter or current Consumer's Certificate of (Sales Tax) Exemption form.)

Building Fees: \$ \_\_\_\_\_ Projector/Sound Fees: \$ \_\_\_\_\_ B&G Rep Fees: \$ \_\_\_\_\_

Total Cost: \$ \_\_\_\_\_ Deposit (Refundable if there is no damage): \$ \_\_\_\_\_

Payments Received: \$ \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_ Balance Due: \$ \_\_\_\_\_

\$ \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_ Balance Due: \$ \_\_\_\_\_

### Agreement

User, and on behalf of User's heirs, estate, executor, administrator, and assignees, agrees to the maximum extent permitted by law, to indemnify and hold harmless and defend Kanapaha Presbyterian Church (including Church's trustees, officers, directors, employees, representatives, volunteers and agents, as well as its successors and assigns) against and from all costs, expenses, liabilities, losses, damages, injunctions, suits, actions, fines, penalties, claims and demands of every kind or nature whatsoever arising out of:

a. any failure by User or the Church and any of its trustees, officers, directors, employees, invitees, licensees, representatives, volunteers and agents, as well as its successors and assigns, to perform any of the agreements, terms, covenants or conditions of this Use Agreement,

b. any accident, injury, loss or damage, including, but not limited to, bodily injury, personal injury, emotional injury, to persons and/or damage to property, which shall happen in or about the Church facilities or appurtenances, however occurring, that may result from any person, including User's employees, using the above described facilities, its entrances and exits, and surrounding areas for User's purposes, regardless of negligence of Church (including Church's agents, employees and representatives) or otherwise,

c. any failure to comply with any laws, ordinances, requirements, orders, directions, rules or regulations of any federal, state, county or city governmental authority,

d. any materials used in the construction or alteration of any building(s), fixtures or improvements thereon on behalf of User, or

e. User's possession and use of the Church facilities and/or the operation of its business on the Church facilities, whether or not such use is an Authorized Use.

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be struck from this Agreement and the remaining provisions shall remain in full force and effect to the fullest extent permitted by law. In striking any such provision, the parties agree that a court shall be authorized to reform the Agreement to minimize the effect of the change and to preserve to the greatest degree possible the apparent original intent of the parties.

**I understand, as representative of the above group, the rules in both the above listed agreement and the Building Use Policy attachment and will ensure that we comply with these rules.**

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

Print Name and Title: \_\_\_\_\_

Return this form with your deposit to: Kanapaha Presbyterian Church  
6221 SW 75<sup>th</sup> Terrace  
Gainesville, Florida 32608  
(352) 378-9080