

This Facilities Agreement ("Agreement") is by and between Lapeer Community Church ("LCC"), whose address is 80 N. Lake Pleasant Rd., Attica, MI 48412 and \_\_\_\_\_ ("Renter").

### **USAGE AND FEES:**

The following Fees apply to rent each of the following respective rooms:

- Auditorium: \$55/hr
- Café: \$30/hr
- Classroom: \$20/hr.
- Kitchen: not available at this time
- Add \$15/hr custodial fee for any room use
- Add \$15/hr for sound person for auditorium use

Room rental fee is waived for Wedding Showers & Baby Showers held for Partners only in the Cafe. The room must be returned to original condition.

Renter is responsible to remove all trash generated by the event and take off-site for disposal.

See attached map for room selections

### **DEPOSIT AND PAYMENT DUE DATES:**

A \$150 deposit is due at time of booking. Deposit is refundable, minus rental fees, following the event and no damages have been assessed.

**CANCELLATIONS:** not less than \_\_\_\_\_ days notice of cancellation to LCC without incurring \$\_\_\_\_\_ in penalty fees.

**EQUIPMENT:** Rooms come with the tables and chairs that are already in them. No additional tables and chairs, nor equipment will be provided except by prior written agreement with LCC.

**PROPERTY DAMAGE:** Renter agrees to reimburse LCC for any and all property damage caused by renter or Renter's invitees, agents and employees.

**INDEMNIFICATION:** Renter shall hold harmless LCC, its staff, board members, volunteers, and contractors from any loss, damage, claim, liability or expense (including court costs and attorney fees) of any kind, type or description, including, without limitation, claims for bodily injury, disease, death, or property damage arising directly or indirectly out of or in connection with the condition of the facilities, the use or misuse of the facilities by Renter or any other person, the acts or omissions of Renter or LCC, their licensees, servants, agents, employees or contractors, the failure of Renter to comply with any covenant of this Agreement, or any other event on or relating to the facilities, whatever the cause.

**SMOKING:** Smoking is not permitted in facilities or on property owned and operated by LCC.

**ALCOHOL AND CONTROLLED SUBSTANCES:** Neither alcoholic beverages nor any controlled substances are permitted in facilities or on property owned and operated by LCC.

**DECORATIONS:** Use of material on floors, walls, or other parts of the facilities is prohibited without prior authorization of LCC.

**PROPERTY LOSS:** LCC will not be responsible for any loss of or damage to any valuables or personal property of Renter or its invitees, agents or employees.

**MISCELLANEOUS:** Renter agrees to restore the facilities to their original conditions upon completion of usage.

**GOVERNING LAW:** This Agreement and the rights and obligations of the parties shall be governed by and interpreted in accordance with the laws of the State of Michigan.

**DISPUTE RESOLUTION:** Any dispute, controversy, or claim based upon or arising from or related to the terms of this Agreement shall be settled solely, exclusively and finally by binding arbitration. Each party shall be solely responsible for its own cost, attorney and witness fees, and expenses incurred in the arbitration. The parties shall share equally the fees and expenses of the arbitrator.

**WAIVER:** The failure of either party at any time to enforce any of the provisions of this Agreement, to exercise any right which is provided in this Agreement, or to require performance under the Agreement, shall in no way be construed as a waiver of such provision, or the right of either party to subsequently enforce every such provision. No waiver of any breach of this Agreement shall constitute a waiver of any subsequent breach.

**WARRANTY AND REMEDIES:** LCC does not make, and Renter expressly waives, any and all express or implied warranties that the space or the equipment provided under this Agreement is fit for the use or particular purpose of Renter. LCC shall have no liability with respect to its obligations under this Agreement or breach of this Agreement or otherwise for any direct, consequential, exemplary, punitive or incidental damages arising under or related to this Agreement, any breach of this Agreement, or the use, service, equipment or facilities provided under this Agreement.

**REPRESENTATIONS AND COVENANTS:** The signatories represent and covenant that they have full power and authority to enter into this Agreement, that they are in compliance with all federal and state laws and regulations applicable to this Agreement, that no additional governmental or corporate/company authorization or approval is required on the part of either party in order to implement this Agreement, other than as is provided in this Agreement, and there is no fact which materially adversely affects the parties' abilities to perform in accordance with the terms and conditions set forth in this Agreement.

**SEVERABILITY:** The provisions of this Agreement are severable. If any provision shall be found invalid or unenforceable by any court of competent jurisdiction, such finding shall not affect the enforceability of the remaining provisions of this Agreement.

\_\_\_\_\_  
Signature of Renter

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Signature of Agent of LCC

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed name