

# **POLICIES FOR FACILITY USAGE**

The Life Center and GPS Pavilion

## **A. OWNER AND USER**

This agreement is by and between The Life Center and GPS Pavilion located at 1212 W Plymouth Ave, Goshen, IN 46526 (all hereby known as "Owner"), and ("User") \_\_\_\_\_.

It will take effect on the \_\_\_\_\_ day of \_\_\_\_\_ 2024 and will continue for a period of \_\_\_\_\_, WHEREAS, Owner owns premises described above which are normally used for religious worship services, activities and programming WHEREAS, User desires to use the facilities and purposes described on the Facility Request Form, and WHEREAS, Owner has agreed to allow User to use the facilities provided that the following terms and conditions are met.

## **B. REQUEST POLICIES**

1. Arrangements and verification of event scheduling for all facilities must be done directly through the church and Office Administrator ([info@goshenlifecenter.org](mailto:info@goshenlifecenter.org)) (574-537-9343).
2. Regularly Scheduled church meetings and events will take priority to any requests for use. Members of The Life Center will receive priority usage as well.
3. Facility usage requests, equipment and/or other item requests must be pre-approved by the church staff. You will be notified if your request(s) is approved or denied.
4. The usage of church facilities and premises are a blessing from God and the faithfulness of many individuals who have provided their efforts and generosity. We hope to make the facilities and premises available to others for their good use whenever possible. However, we hope persons requesting usage of these facilities and premises will understand that church programs and activities will have a priority for usage over any other request if there is a conflict, but every effort will be made to assist the needs of others when possible. As such, no request is guaranteed.
5. Bookings are reserved on our calendars when completed paperwork is turned in, if the date is still available, AND the deposit is paid.

## **C. PROPERTY TERMS & CONDITIONS**

1. The use of alcohol is prohibited on all church premises.
2. User agrees that it will not use the premises for any unlawful purposes, and will obey all laws, rules, and regulations of all governmental authorities while using the above described facilities.
3. User agrees that it will not use the premises for any purpose that is contrary to the mission, purpose or belief of the Owner, which is a biblically-based religious institution.
4. User agrees to abide by any rules or regulations for the use of the premises that are or may be attached to this agreement.
5. User agrees that it is solely responsible to implement appropriate screening and supervision procedures to protect children, youth, and vulnerable adults attending the user's function at the above described facilities.

6. User agrees to hold harmless, indemnify and defend Owner (including Owner's agents, employees, and representatives) from any and all liability for injury or damage including, but not limited to, illness, exposure to infectious/communicable disease, 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 the Owner (including Owner's agents, employees and representatives) or otherwise.
7. 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 entrances and exits.
8. User agrees to conduct a visual inspection of the premises, including entrances and exits, prior to each use, and warrants that the premises will be used only if it is in a safe condition.
9. This agreement may be cancelled unilaterally by either party with 7 days written notice to the other party.
  1. In the event that Owner must cancel this agreement, User will be entitled to any deposit User has paid. However, in no event will Owner be liable to User for any lost profits or incidental, indirect, special, or consequential damages arising out of User's inability to use the above described premises, even if Owner has been advised of the possibility of such damages.
10. User agrees that it will not assign any of its rights under this agreement, and any such assignment will void this agreement at the sole option of the Owner.
11. Owner and User agree that any disputes arising under this agreement will be resolved via a mutually acceptable alternative dispute resolution process. If Owner and User cannot mutually agree upon such a process, the dispute will be submitted to a three-member arbitration panel of the American Arbitration Association for a final resolution.
12. This contains the entire agreement of the parties and supersedes all prior written or oral agreements relating to this subject matter.

#### **FACILITY-SPECIFIC POLICIES**

1. All chairs, tables and other items should be cleared, wiped down, and returned to their original location.
2. Decorations, tape, tack, etc. removed from walls.
3. Please report any breakage or damage to the building administrator. You are responsible for any damage to the building during your event and will be asked to replace or repair damaged items.
4. Put all trash in garbage bags and place in outside dumpster.
5. If kitchens are used, wash, clean and put away all utensils used.
6. Sweep/vacuum floors, turn out all lights when done and make sure all doors are locked.
7. The stages, backstage and offices are off limits, unless approved by Owner.

#### **D. AUDIO/VISUAL EQUIPMENT**

1. The use of our audio-visual equipment is typically only permitted for wedding or funeral services. It is our suggestion that any other event or use of our facilities provide their own projectors, sound system and/or any other audio-visual equipment to facilitate their event. Rare exceptions may be made with pre-approval by the church staff. Additional fees apply for the use of any church sound or AV equipment - see section E3.
2. Effective for all facilities with approved audio-visual use, only trained and approved church personnel may operate the equipment. These individuals will be notified of your requested dates and times for any required run throughs, etc.
3. Additional equipment or special requests must be approved by Owner.

#### **E. ASSOCIATED FEES\***

*\*If requesting for a Wedding or Wedding-related event, please see Wedding Request Form for associated fees.*

**The Life Center Reservation Cost:** \$200 (non-members) or \$75 (members)

**GPS Pavilion Cost:** \$50 (non-members) or \$25 (members)

**Meeting Space:** \$20 (non-members) or Free (members)\*

**\*Meeting Space Reservations are available for up to 2 hours of use. No space set-up or food are allowed! There will be an extra \$5/hour charge for every additional hour of use.**

**\*\*An extra \$5 processing fee will be added for online payments.**

1. When AV equipment is needed for an event, a fee of \$150 will be charged per church-approved operator.
2. All fees charged should be paid no later than 1 business day before the usage date(s), and can be paid by cash or checks made payable to "The Life Center".
  - Payment may be dropped off or mailed to The Life Center (1212 W Plymouth Ave, Goshen, IN 46526) or dropped off in the Life Center office during physical hours (11am-4pm, Tuesdays and Thursdays). Payments may also be made online at [goshenlifecenter.org/give](http://goshenlifecenter.org/give) (designate FACILITY RENTAL when paying).

#### **OWNER**

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Owner Contact/Representative Name

#### **USER**

I have read, understand and agree to abide by the terms and conditions described above.

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Name

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Date

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Signature

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Email

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Phone