



# Olympic Unitarian Universalist Fellowship



Mailing address: P O Box 576, Carlsborg, WA 98324-576  
Physical address: 1033 Barr Rd, Port Angeles. WA 98382  
360-417-2665  
admin@olympicuuf.com

## FACILITY USE AGREEMENT

This agreement by and between the Olympic Unitarian Universalist Fellowship (Owner) and \_\_\_\_\_ (User) will take effect on the \_\_\_\_ day of \_\_\_\_\_, 2018 and will continue for a period of \_\_\_\_\_.

WHEREAS, the User desires to use the \_\_\_\_\_ area of the facilities located at 1033 N. Barr Rd, Port Angeles, WA 98382 for the purpose of \_\_\_\_\_.

WHEREAS, Owner has agreed to allow User to use the facilities provided that the following terms and conditions are met.

It is Therefore Agreed by and Between the Parties:

1. Owner agrees to let User use the premises as described above for the purpose as described above on the following date/s and time/s:

Date	Day	Time

Owner contact person is Elinor Tennyson and \_\_\_\_\_ is the contact person for User to coordinate the details of usage including opening and securing facility.

2. FEE AGREEMENT. User agrees to pay Owner \$ \_\_\_\_\_ per \_\_\_\_\_ for use of the premises.

- Non-fee Agreement. In consideration for the benefit of using Owner facilities, User agrees to abide by all the terms and conditions of use described in this agreement.

User name



3. DEPOSIT: A check of \$\_\_\_\_\_ is due as a damage and cleaning deposit. This check will be mailed to you within 72 hours if there are no extra costs incurred upon completion of use. If the premises are in their original condition, the damage deposit shall be placed in the mail to the User.

4. The User agrees to leave the entire premises, including the hall, the kitchen, and the parking lot, clean and in the condition in which they were used, and all trash shall be placed in outside trash cans.

5. User agrees to provide all their own supplies of every kind, and shall not use any supplies belonging to Owner, with the exception of trash bags and dishwasher detergent.

6. Owner is not responsible to provide any special equipment or personnel unless specifically agreed to by Owner and User as below:

Item	Charge

7. **Protecting the septic field - As Users come in the Howe Road driveway the grass area on the right (west) is where the septic field is located. Please never let anyone park on that side. We currently have signs posted on the west side of the driveway.**

\_\_\_\_\_ User's initials

8. No pins, tacks, or other puncturing items shall be placed anywhere on the premises. The piano should not be moved or used unless otherwise specified in this agreement. To protect the flooring, avoid dragging chairs etc. on the floor, please lift them.

\_\_\_\_\_ User's initials

9. 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.

10. User promises and warrants that it carries liability insurance and will provide a certificate of insurance to the Owner at least seven days prior to the date upon which the User begins to use the above described premises. The certificate of insurance will indicate that User has made Owner an "additional insured" on User's policy with respect to the use by User of the above described premises.

\_\_\_\_\_ User's initials

11. Owner and its employees and staff do not assume any liability for any injuries or property damages incurred by the User while on the premises of the Owner. User, who hereby uses Owner premises, does so at their own risk. Owner shall not be liable for any damages arising from personal injury or property damage sustained by the User, while upon the Owner premises. User, and its employees, agents, participants assume full responsibility for any damages or injury that may occur to the User during their use of the Owner premises and do forever and fully hereby release, exonerate and discharge Owner employees, owners and agents from any and all claims, damages, rights of action or causes of action, present or future, whether the same be known, anticipated or unanticipated, resulting from or arising out of the Users use of the Owner premises.

User name

12. Further, to the fullest extent permissible by law, User shall indemnify and hold harmless Owner, its employees or agents from and against all claims, damages and expenses, including, but not limited to attorney's fees, arising out of any personal injuries or property damages sustained by User, its participants, agents, employees, or owners, for any such injuries, or death or damages they may sustain.
13. 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.
14. 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.
15. CANCELLATION: If the event is canceled 48 hours or more before the above date, 100% of the rental fee and damage deposit shall be refunded. If the event is canceled between 24 and 48 hours of the above date, 50% of the rental fee and damage deposit shall be refunded. If the event is canceled less than 24 hours before the above date, only the damage deposit shall be refunded.

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.

16. 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.
17. 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 final resolution.
18. This document contains the entire agreement of the parties and supersedes all prior written or oral agreement relating to the subject matter.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2018

OWNER

USER

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Authorized Signer's Name

\_\_\_\_\_  
Authorized Signer's Name

\_\_\_\_\_  
Position (Title)

\_\_\_\_\_  
Position (Title)

\_\_\_\_\_  
Contact Number

\_\_\_\_\_  
Email Address

User name



# *Olympic Unitarian Universalist Fellowship*



<b>RENTAL FEES</b>	1-4 hrs.	4-8 hrs.	8-12 hrs.	12-24 hrs.
<b><u>OWNER Member:</u></b> Hall and Parking Lot	\$35	\$35	\$35	\$35
Use of Kitchen (additional fee)	\$15	\$15	\$15	\$15
Parking Lot only				
<b><u>Non-member:</u></b> Hall and Parking Lot	\$50	\$100	\$125	\$150
Use of Kitchen (additional fee)	\$25	\$25	\$25	\$25
Parking Lot only	\$25	\$35	\$45	\$50
<b><u>Non-profit org:</u></b> Hall and Parking Lot	\$50	\$80	\$110	\$130
Use of Kitchen (additional fee)	\$25	\$25	\$25	\$25
Parking Lot only	\$25	\$35	\$45	\$50
Use of Piano (additional fee)	\$100	\$100	\$100	\$100
Use of projector	\$35	\$35	\$35	\$35
Studio/Library	\$15	\$15	\$15	\$15