

Facility Use Application



330 South May Street
Southern Pines, NC 28387
910.692.6252
office@brownsonchurch.org

For Office Use:
Application Received: _____
Date Approved: _____
Total Room Fees: _____
Custodial/Nursery Fees: _____
Date Fees Paid: _____

Please print clearly

NAME OF EVENT _____

Purpose: _____

Date of Event: _____ One-time or recurring event?: _____ # Participants: _____

Event Time From: _____ To: _____

Reserve Time From: _____ To: _____

If recurring Begin Date: _____ End Date: _____

Circle one: Weekly Every other week Monthly Every other month Quarterly Annually

Circle day: Sunday Monday Tuesday Wednesday Thursday Friday Saturday

If monthly, circle week: first second third fourth fifth

Exceptions (e.g. holidays, spring break): _____

Circle type of user: BMPC Member BMPC Sponsored Group BMPC Affiliate Group
Annually Approved Community Group Outside Group

Area(s) Reserved:

- | | | |
|--------------------------|-------------------------------|---------------------|
| ____ Fellowship Hall | ____ Conference Center—Room A | ____ Parking lot(s) |
| ____ Kitchen—Full use | ____ Conference Center—Room B | ____ Playground |
| ____ Kitchen—Limited use | ____ Conference Center—Room C | |
| ____ Sanctuary | ____ Atrium | |
| ____ Choir Room | ____ Parlor | |
| ____ Narthex | ____ Other _____ | |

Will food be consumed at this event? _____

Any exchange of money (e.g. fee for entry, offering, contribution, purchase)? _____

RESPONSIBLE PERSON(S): _____

(Will be present at the event—attach additional sheet if necessary)

Phone Numbers Cell: _____ Home: _____

Email Address: _____

Mailing Address: _____

Emergency Contact—Please list a secondary person for this event/group who may be contacted in case of emergency:

Name _____ Phone: _____

Email Address: _____

Is your group/event insured for liability of at least \$1 million _____
If so, is Brownson Memorial Presbyterian Church named as an "Additional Insured" on this policy? _____

For events with minors in attendance:
I certify that I have read, and agree to be in compliance with BMPC's policy on child protection, *Guidelines for Ministry Workers*, the terms and provisions of which are incorporated herein by reference.
If applicable, please initial _____

In making this application, I certify that I have received, read, and agree to be in compliance with BMPC's Facility Use Policy. I will indemnify and hold harmless BMPC against any liability arising out of the use of the facility contained in this application. Failure to abide with the policies will subject the user to immediate cancellation of use. Any fees are due prior to use.
Print Name: _____
Signature: _____ Date: _____

- Please attach a signed *Indemnity, Hold Harmless, and Insurance Agreement*.
- If applicable, attach a *Certificate of Insurance*.
- If event is cancelled, please notify the BMPC office.
- For recurring events, applications and insurance forms must be submitted annually.

**BMPC events/functions have priority use of all facilities.
Unexpected events, such as a funeral, may necessitate the cancellation
of previously approved use of facilities. Every attempt will be made
to give ample notice and provide for rescheduling.**

INDEMNITY, HOLD HARMLESS, AND INSURANCE AGREEMENT

Indemnity, Hold Harmless, and Insurance Agreement dated as of this ____ day of _____, 20____, by _____ ("User") in favor of BROWNSON MEMORIAL PRESBYTERIAN CHURCH ("Church").

WHEREAS:

User has requested to be allowed to use a portion of the property located at 330 South May Street, Southern Pines, NC ("Property") as more fully set forth in the *Facility Use Application* submitted by User to the Church ("Proposed Use"); and

Church, reserving the right to condition use in any way it sees fit and to cancel use at any time, has agreed to said request on the condition that User agree to the terms and conditions set forth below.

NOW THEREFORE, in consideration of these premises and for other good and valid consideration, the receipt of which is hereby acknowledged, the User agrees as follows:

1. **Use of Property.** User has inspected the Property and has determined that it is suitable for the Proposed Use. In making that determination, User has not relied on any representations or warranties of Church or its members, employees, tenants, or any persons having an ownership or other interest in the Property. User accepts the Property "AS IS WHERE IS."

2. **User's Indemnity, Defense, and Hold Harmless Obligations.** User assumes full liability for any and all claims and damages arising out of or in connection with User's use of the Property or the use of the Property by any persons allowed (invited or not) on the Property by User. User shall to the fullest extent permitted by law defend, indemnify, and hold harmless Church and its members, guests, employees, tenants, and any persons having an ownership or other interest in the Property from and against any and all alleged or actual claims, losses, suits and damages (including attorney's fees and legal expenses) arising out of or in any way connected with such alleged or actual claims, losses, suits or damages. This provision shall survive the Church's withdrawal of permission to use the Property and User's discontinuance of use of the Property.

3. **User's Insurance Obligations.** As a condition of its use of the Property, User shall name Church and its members, guests, employees, tenants, and any persons having an ownership or other interest in the Property as additional insureds under a liability insurance policy containing terms and conditions acceptable to Church in its sole discretion. Policies required hereunder shall contain a provision that the insurance will not be cancelled, materially changed, or not renewed without at least thirty (30) days' advance written notice to Brownson Memorial Presbyterian Church, 330 South May Street, Southern Pines, NC 28387, Attn: _____. If User does not carry insurance, provision 1 and 2 above still apply, and User agrees that they and/or their organization alone shall be responsible for any property damage, personal injury or death that may occur during the use of the premises. User and/or organization further agrees to save and hold harmless the Church, its trustees, employees, agents, or representatives from any claim arising out of or participation in any form or fashion in the activities.

User and/or organization further states that the individual(s) doing so are authorized to sign this agreement; that I/we understand the terms herein are contractual and not mere recital; and that I/we have signed this document of my/our own free act and volition. I/We further state and acknowledge that I/we have fully informed ourselves of the content of this affirmation, the Facility Use Policy, and this release by reading these documents before signing below.

Signed: _____ **Name (print):** _____

Organization Name (if applicable): _____