

USE, INDEMNIFICATION AND HOLD HARMLESS
AGREEMENT

This Indemnification Agreement is made on _____, 20____ between _____ (“Organization”) and First Presbyterian Church, Hastings, Nebraska (“Church”).

In consideration of the authorization to use that portion of the Church’s buildings as described below (the “Premises”) and other good and valuable consideration, receipt of which is acknowledged, the parties agree as follows:

1. **Hold Harmless.** Organization hereby agrees to indemnify and hold Church harmless from and against any and all claims arising from Organization’s use or occupancy of the Premises or from the conduct of its business or from any activity, work, or things which may be permitted or suffered by Organization in or about the Premises including all damage, costs, attorney’s fees, expenses and liabilities incurred in the defense of any claim or action or proceeding arising therefrom. Except for Church’s willful or grossly negligent conduct, Organization hereby assumes all risk of damage to property or injury to person in or about the Premises from any cause, and Organization hereby waives all claims in respect thereof against Church.

2. **Duration.** Indemnity under this Agreement shall commence on the first person who comes onto the Premises with the permission of the Organization, and shall continue in full force until the Organization’s use of the Premises has been accomplished.

3. **Requirement of Notice to Organization.** Church agrees to notify Organization in writing at Organization’s address as stated in this Agreement, of any claim made against Church on the obligations indemnified against in this Agreement.

4. **Regulations for Use of Facility.** Organization agrees to strict observance of the following rules and regulations:

- a. Church use shall have precedence over all over uses.
- b. Smoking or any tobacco use is prohibited on all church property.
- c. Possession, consumption or use of alcoholic beverages is not permitted on the premises.
- d. All group meetings held at night must be finished and premises vacated by 10:30 p.m. unless arranged for in advance with the Church.
- e. Sufficient supervision shall be provided to insure good order, the protection of property, and the prevention of persons roaming the building or being on church premises elsewhere than in the room or facility engaged.
- f. The Organization must agree to be personally responsible for any damage to property other than ordinary wear and tear.
- g. The custodial staff or other persons appointed by the Church shall be responsible for opening and closing of the building for events that take place therein.

(continued on reverse side)

- h. No fixtures or equipment shall be moved except by permission of the Board of Trustees or its designee and under church supervision.
- i. The First Presbyterian Church will assume no liability for loss or damage of items belonging to the Organization.
- j. No paint, tape, or other foreign substance may be used on the walls or the floors.
- k. Street shoes are not allowed on the gymnasium floor.
- l. The Organization is responsible for leaving the area used in clean condition. If janitorial services are needed because the area is left unclean, the Organization will be billed for the cost of cleaning by the Church's custodial staff.

5. **Cancellation of Use.** The First Presbyterian Church reserves the right to cancel this use agreement at any time if such action is considered to be in the best interest of the Church.

In witness whereof, the parties have executed this Agreement at Hastings, Nebraska, on the day and year first written above.

Organization

Organization's Authorized Representative

Address of Organization/Representative

Church Premises authorized for use under this Agreement (Initialed by Church Authority):

- Manual Arts Building _____
- Gymnasium _____
- Classroom _____
- Fellowship Hall _____
- Kitchen _____
- Sanctuary _____
- Memorial Room _____
- Parlor _____
- Other _____