

FACILITIES USE AGREEMENT **ROUGH DRAFT OF CURRENT AGREEMENT**

This Agreement is entered into this 25th day of January 20 23, by and between

Tusculum Hills Baptist Church
and
Tusculum Hills Arabic Congregation

In consideration of the mutual promises and conditions contained herein, **Tusculum Hills Baptist Church and Tusculum Hills Arabic Congregation** agree as follows:

1. Grant of Agreement

Tusculum Hills Baptist Church grants Tusculum Hills Arabic Congregation an agreement to use the premises as follows:

A. Description of Premises

IWC 1, Office B26, Storage Closet B33, IWC 1 Restrooms, Library Entrance.

B. Personal Property/Resources (if any)

IWC Computer, Sound Equipment, Projectors

C. Purpose(s)

Worship Services, Sunday School, Prayer.

D. Date(s) and Time(s) Term

Sundays 1:30 pm to 3:30 pm. Worship and Sunday School. Thursday choir practice 5:00 pm to 6 00 pm. Friday night prayer 7:00 pm to 8:00 pm

2. Term of Agreement

This Agreement shall be effective as of and continue through the dates and times described above. shall promptly vacate the premises at the request of Tusculum Hills Baptist Church or upon Tusculum Hills Arabic Congregation decision to end the Agreement.

3. Rental Terms

Tusculum Hills Arabic Congregation agrees to the following rental terms:

Upon execution of this Agreement, \$500.00 is required to be paid the first week of each month and is binding for one year of signing or until agreement is terminated by Tusculum Hills Baptist Church or by Tusculum Hills Arabic Congregation

4. Terms of Use

Tusculum Hills Arabic Congregation agrees that its use of the premises and facilities is subject to the following terms and conditions:

- A. Tusculum Hills Arabic Congregation shall use only the premises, and personal property/resources described in paragraph one above, only for the purposes stated in this Agreement. Tusculum Hills Arabic Congregation shall not use any other Tusculum Hills Baptist Church property and resource and shall be responsible for any damages such property or resource.
- B. Tusculum Hills Arabic Congregation shall comply with all Tusculum Hills Baptist Church policies, rules, and regulations.
- C. Tusculum Hills Arabic Congregation shall comply with all applicable municipal, county, state, and federal laws and regulations.

- D. Tusculum Hills Arabic Congregation shall place no signs or temporary structure on the premises without obtaining advance written approval from Tusculum Hills Baptist Church. Any signs or temporary structures placed on the premises by shall be promptly removed at the end of the agreement term.
- E. Tusculum Hills Arabic Congregation shall not create any nuisance or disturb the quiet enjoyment of utilizing adjacent or common premises and facilities.
- F. In the event, Tusculum Hills Arabic Congregation use of the premises and facilities involves participants who are minors (including the minor children of participants), then Tusculum Hills Arabic Congregation shall be responsible for the safety of all such minors and shall place such minors under the constant supervision and control of a responsible adult. Tusculum Hills Arabic Congregation shall be responsible for conducting suitable and thorough background checks on all persons supervising minor children. Any event involving minors must follow the two deep rule. (Two unrelated adults whenever with children) Tusculum Hills Arabic Congregation shall further be responsible for obtaining a properly completed and signed Authorization from the custodial parent(s) of any minor child who will participate in Tusculum Hills Arabic Congregation use of the premises and facilities without the presence of his or her custodial parent(s).
- G. Tusculum Hills Arabic Congregation must have a separate mailing address from Tusculum Hills Baptist Church. *Tusculum Hills Baptist Church will not accept any mail or packages delivered.*
- H. Tusculum Hills Arabic Congregation understands and agrees: All security and supervision of events are the responsibility of Tusculum Hills Arabic Congregation and agree to never prop and doors of Tusculum Hills Baptist Church open. Either a phone number posted or adult posted at doors for entry.
- I. Tusculum Hills Arabic Congregation understands and agrees:
- (i) that it is responsible for all actions of its participants and guests,
 - (ii) that any person(s) in violation of the foregoing terms of use will be expected to immediately vacate the premises of Tusculum Hills Baptist Church, and
 - (iii) that Tusculum Hills Baptist Church reserves the right to immediately terminate this Agreement and use of the premises and facilities in the event of any violation of the foregoing terms of use without liability to Tusculum Hills Baptist Church.

5. Surrender of Premises

Tusculum Hills Arabic Congregation shall surrender the premises and personal property described in paragraph one above, including all furniture and fixtures, upon the termination of the Agreement in the same condition, as they were delivered upon commencement of the Agreement, normal wear and tear expected. Tusculum Hills Arabic Congregation shall be responsible for the repair and/or replacement of any Tusculum Hills Baptist Church property/resource that is damaged or removed during the agreement term.

6. Indemnity

Tusculum Hills Baptist Church and its officers, directors, agents, members, and employees shall be free from all liability and claims for damages by reason of any injury allegedly sustained by any person or to any property that is in any way connected to Tusculum Hills Arabic Congregation use of the premises during the agreement term or any extension thereof. Tusculum Hills Arabic Congregation expressly agrees to defend, indemnify and hold harmless Tusculum Hills Baptist Church, its officers, members, agents, and employees, from and against any and all actions, suits, demands, losses claims, and liabilities arising out of any such injuries or property loss, however occurring, including reasonable, actual attorneys fees and all other costs of defending any claim.

7. Insurance

Tusculum Hills Arabic Congregation warrants that it carries general liability, medical, and property insurance in amounts sufficient to cover the risks and exposures resulting from its use of the premises pursuant to the terms of this Agreement. A copy of your policy will need to be provided to Tusculum Hills Baptist Church.

8. Unforeseen Events

Tusculum Hills Baptist Church shall have no obligation to make its premises and facilities available to Tusculum Hills Arabic Congregation by reason of an act of God, inclement weather (as determined by Tusculum Hills Baptist Church), strike, illness, any act or order of public authority, or other unforeseen events beyond the control of Tusculum Hills Baptist Church. In such an event, Tusculum Hills Baptist Church shall have no liability to Tusculum Hills Arabic Congregation

9. General Provisions

A. **No Warranty.** Tusculum Hills Baptist Church shall have no obligation to provide to Tusculum Hills Arabic Congregation or the Premises any services except as specifically set forth in this lease. Tusculum Hills Baptist Church does not warrant that any Building system or service to be provided by Tusculum Hills Baptist Church, or any other systems or services which Tusculum Hills Baptist Church may provide

- (a) shall be adequate for Tusculum Hills Arabic Congregation particular purposes or
- (b) shall be free from interruption or reduction. Building systems and services, including access, may be interrupted or reduced by reason of Laws, repairs or changes which are, in Tusculum Hills Baptist Church's judgment, necessary or desirable, or Unavoidable Events, in which event such interruption or reduction shall not, unless otherwise provided in this lease and Tusculum Hills Baptist Church is providing the premises and facilities on an "as is" basis.
 - (i) constitute an actual or constructive eviction, or a disturbance of use of Premises,
 - (ii) entitle Tusculum Hills Arabic Congregation to any compensation or abatement of the Rent,
 - (iii) relieve Tusculum Hills Arabic Congregation from any obligation under this lease, or
 - (iv) impose any obligation or liability on Tusculum Hills Baptist Church.

B. **No Waiver.** No waiver by either party or any breach of this Agreement shall be deemed a waiver of any preceding or succeeding breach.

C. **Assignment.** This Agreement may not be assigned by either party.

D. **Entire Agreement/Amendment.** This Agreement and attachment constitute the entire Agreement between Tusculum Hills Baptist Church and Tusculum Hills Arabic Congregation there are no oral representations, warranties, and promises pertaining to this Agreement that are not contained in writing in this Agreement. This Agreement may be modified or amended only by duly authorized representatives of Tusculum Hills Baptist Church and Tusculum Hills Arabic Congregation

10. Cleaning and Maintenance

All spaces used must be cleaned after every use. This included but is not limited to:

- A. Resetting room including all tables and chairs to same setup as they were when event started.
- B. Vacuuming or sweeping all floors that are used for events.
- C. Taking all trash to dumpster behind the church and replacing trash bags.
- D. Cleaning all restrooms used during event.
- E. If something is broken, damaged, dirty, or room unset when you arrive contact church staff.
- F. All lights, computers, projectors, and sound equipment should be turned off at end of event.
- G. All space should be cared for as if Tusculum Hills Arabic Congregation is owner of property.
- H. If terms under **Cleaning and Maintenance** are not met Tusculum Hills Arabic Congregation will incur cost of cleaning. Minimum of \$50.00 per infraction.

IN WITNESS WHEREOF, Tusculum Hills Baptist Church and Tusculum Hills Arabic Congregation have executed this Agreement as of the date first above written.

Tusculum Hills Baptist Church
Signature of Tusculum Hills Baptist Church representative:

Date Tuesday, August 15, 2023

Signature of Tusculum Hills Arabic Congregation representative:

Date: _____