



ST. ELISABETH'S EPISCOPAL CHURCH

556 Vernon Avenue, Glencoe IL 60022

BUILDING USE AGREEMENT - SINGLE OR OCCASIONAL USE

This Building Use Agreement (“Agreement”) is made as of this date: _____, between the Rector, Warden and Vestry of the Church of St. Elisabeth, an Illinois religious corporation, (referred to in this Agreement as the “Church” and _____ (referred to in this Agreement as the “User”).

In consideration of the promises and agreements contained here, the Church and User agree as follows:

1. Use of premises. The Church agrees to allow User to use, and User agrees to use _____ of the Church’s property at 556 Vernon Avenue, Glencoe, Illinois, 60022 (the “Premises”), on the date _____, from _____, to _____ for the purpose of _____.
2. Use fee. In consideration for the use of the Premises and in order to defray and reimburse the Church for the costs and expenses associated with User’s use of the Premises, including (for example) costs and expenses for utilities, maintenance, wear and tear and loss of use, User promises and agrees to contribute a use fee of \$ _____. This use fee anticipates User will use the space as detailed in this Agreement. Any additional use will subject User to additional use fees, to be determined in accordance with the use fee schedule established by the Church, or if appropriate, at the discretion of the Rector.
3. Use. The Church shall have priority in use of the Premises, and any conflicts between the Church’s needs and User’s schedule shall be resolved in favor of the Church. User shall use the Premises solely and exclusively for the uses described in this Agreement. User agrees not to use the Premises for any other purposes or activities without the prior, express written consent of the Church, which consent may be withheld at the sole discretion of the Church. User also promises and agrees that it will not use the Premises for any purpose or activity which is unlawful or in violation of or contrary to any applicable zoning or other law, ordinance, statute, requirement or regulation, or the terms of any insurance policy covering or relating to the Church. User also promises that it will not use the Premises in any manner which would cause structural damage to the improvements or reduce the value or usefulness of the Church’s property or any part of it.

User also promises that it will not use the Church for any purpose or activity which would in any way adversely affect the Church’s real estate tax exemption, and that it will not conduct or permit any activities except those which are in compliance the Constitution and Canons of the Protestant Episcopal Church in the U.S.A. and the

Constitution and Canons of the Episcopal Diocese of Chicago. User acknowledges that the Church is a smoke-free facility, and it will not permit anyone employed by or otherwise connected with User to smoke on the Church property.

With the exception of _____, and play equipment inside and outside, no supplies or instruments or equipment in and on the Premises will be used by User, and the lights will be turned off and outside door locked by a person designated by User after the last attendee has left the Premises. Reasonable use of the restroom facilities will be permitted.

User will procure any licenses and permits required for its use.

4. User agrees to deliver the Premises in as good condition and state of repair as upon delivery, ordinary wear and tear and depreciation and approved alterations excepted.
5. Liens. User is without authority to, and will not, do any act which shall in any way encumber the title of the Church property, nor will it permit the Church property to become subject to any mechanics', laborers', or materialmen's lien on account of labor or material furnished or claimed to be furnished to the Church.
6. Indemnification. User agrees to indemnify, protect and hold harmless the Church, its Rector, Wardens and Vestry, and its employees, agents, invitees and members against any and all claims whatsoever, directly or indirectly, resulting from or arising out of an act or thing related to or the use of the Premises by User.
7. The attached "Guidelines for Building Use by Individuals or Outside Organizations" are incorporated by reference and made a part of this agreement.
8. Miscellaneous. If one or more terms of this Agreement are deemed by a court or arbitrator to be invalid, all other terms survive. Illinois law shall apply to the interpretation and enforcement of this agreement. This Agreement constitutes the entire understanding between the parties, and may be modified only in writing signed by both parties. There shall be no assignment of rights under this agreement by User. No lease is intended to be nor is created by this Agreement, rather, it establishes a nonexclusive revocable license.

In witness whereof, the parties have executed this Agreement as of this date: _____.

The Church of St. Elisabeth

By: _____
(Church Rep, signature)

By: _____
(User signature)

Title: _____
(Church role of Rep)

(User, Name – Please Print)

(User, Telephone #)