

**PROPERTY/FACILITIES USE AGREEMENT**

St. Philip's Episcopal Church  
408 Cedar St.  
Hearne, Tx 77859  
979-279-5372  
[parish@stphilips-hearne.org](mailto:parish@stphilips-hearne.org)

This agreement is entered into between St. Philip's Episcopal Church referred to as "Church," and \_\_\_\_\_, of \_\_\_\_\_, referred to as "User."

Purpose of Use of Property/Facilities \_\_\_\_\_

Address of Individual/Group/Organization \_\_\_\_\_

Phone No. of Individual/Group/Organization \_\_\_\_\_

E-Mail contact information \_\_\_\_\_

Property/Facilities Use authorized by \_\_\_\_\_

**Use of Premises**

1. The Church agrees to the use of specified property/facilities. The User agrees to pay (if required) for the use of the premises located at 408 Cedar St., Hearne, Tx, Robertson County, Texas. The specific portion of the premises to be used by the User is the Parish Hall.

**Term**

2. The duration of this Agreement shall be for a period of \_\_\_\_\_ day (s) on the following dates:

\_\_\_\_\_, \_\_\_\_\_, through and including \_\_\_\_\_, \_\_\_\_\_. This term shall include all time required by the User for preparation and/or rehearsal for which the User requires use of the premises. This term also includes all time that the User believes will be required for the removal of materials associated with the use of the premises and the restoration of the premises to their condition at the time of the commencement of this agreement.

**Charge**

3. The User shall pay to Church the sum of \_\_\_\_\_ for the use of the specified portion of the premises.

**Deposits**

4. The User shall, on execution of this Agreement, pay to the Church a security deposit in the amount of \_\_\_\_\_. The User shall be responsible for any damages to the premises or any property on the premises during the above agreed on times or when otherwise using the premises. The deposit shall

be held if proper cleaning is not done, if the keys are not returned or if the premises and/or property is damaged in any way.

**Cancellation**

5. If the User cancels the use of the property/facilities less than 10 (ten) days prior to the date of use, the Church shall be entitled to withhold the security deposit provided for in Paragraph 4 of this Agreement.

**Indemnity**

6. The User shall indemnify, save and hold harmless the Church, the Episcopal Diocese of Texas, and its members, officers, servants, agents, volunteers, and employees, Protestant Episcopal Church Council of the Diocese of Texas, a non-profit corporation, and the Bishop of the Episcopal Diocese of Texas and its agents and employees from all suits, actions, losses, damages, including without limiting the generality of the foregoing all expenses of litigation, court costs, and attorney's fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, the acts of User or its agents or employees or guests.

**Agreement to Abide by Policies for Facilities Use**

8. User agrees to abide by the terms and provisions contained in booklet entitled "Policies for Property/Facilities Use," a copy of which is attached hereto and made a part of this Agreement for all intents and purposes.

9. In signing this agreement, I acknowledge and represent that I have read it, understand it, and sign it voluntarily as my own free act and deed; sponsor has not made and I have not relied on any oral representations, statements, or inducements apart from the terms contained in this agreement. I execute this document for full, adequate and complete consideration fully intending to be bound by the same, now and in the future. I understand I can choose not to sign this document and free myself from its terms.

Executed on \_\_\_\_\_, \_\_\_\_\_, at Hearne, Robertson County, Texas

User: \_\_\_\_\_

By: \_\_\_\_\_

(Signature of representative) (Title, if applicable)

Church: St. Philip's Episcopal Church

By: \_\_\_\_\_

(Signature of church representative) (Title)