FAITH LUTHERAN CHURCH OF MCLEAN COUNTY
FACILITY USE AGREEMENT FORM
APPROVED: OCTOBER 20, 2026

Date Request Approved:	
Requester Name:	
Name of Organization/Group:	
Address of Organization/Group:	
Contact Email:	
Contact Phone Number:	
Date and Time of Reservation:	
Purpose of Reservation:	
Area(s) of Facility Use:	

This Facility Use Agreement (hereinafter referred to as the "Agreement") is by and between Faith Lutheran Church of McLean County (hereinafter referred to as "FLC") and the Organization/Group named above (hereinafter referred to as the ("USER").

1. USER will donate $_____ for use of the rooms listed above that are located at FLC's facility commonly known as 2714 McGraw Drive, Bloomington, Illinois (hereinafter referred to as the "FACILITY"). The check is payable to Faith Lutheran Church of McLean County.

2. USER acknowledges receipt of FLC's Facility Use Policy. The terms, conditions and provisions of FLC's Facility Use Policy are incorporated into and made a part of this Agreement. USER understands and agrees to comply with the FLC's Facility Use Policy in all respects, including but not limited to the Facility Use Expectations set forth in the Facility Use Policy.

3. The undersigned individual signing below on behalf of the USER agrees that he/she has the authority to sign this Agreement on behalf of USER and has the authority to act for and be responsible for the USER in complying with the terms of this Agreement.

4. USER represents and warrants that the FACILITY will not be misused or abused, that there will be proper adult supervision at all times, that the FACILITY will be used in conformity with all policies and regulations of FLC, and that all other terms of this Agreement will be adhered to and followed. USER further represents and warrants that USER, at USER's expense, shall repair or replace any damage caused to the FACILITY by USER or USER's employees, agents, contractors, members, guests and invitees

5. USER understands and agrees that this Agreement does not establish an employer-employee, partnership or joint venture relationship between USER and FLC. The use of the FACILITY by USER is a USER event and it is not an event conducted, sponsored, controlled or supervised by FLC.

6. NO PROMISES OR WARRANTIES. USER understands that FLC has made no promises other than those specifically stated in this Agreement, that no warranties have been made that the FACILITY will be adequate for USER's planned use, and that USER accepts the FACILITY in an AS IS condition. USER has inspected the rooms to be used and the FACILITY and has independently determined that it is suitable and safe for their particular purpose.

7. LIMITATION OF LIABILITY. FLC shall not be liable to anyone under any term, condition, obligation or agreement expressed herein or implied hereunder for any claim of damage or causes at law or in equity arising out of the use of the FACILITY by USER and USER's employees, agents, contractors, members, guests and invitees, unless such damage or injury is caused by or results from: a) any willful or intentional act or intentional omission of FLC, its agents or employees or b) gross negligence of FLC, its agents or employees. Furthermore, USER releases, waives, discharges, and covenants not to sue USER in the event of FLC'S termination of the Agreement resulting in the cancellation of USER'S event as described in this Agreement when the termination is the result of earthquake, fire, flood, and/or windstorm, acts of God, action or inaction of governmental agencies or authorities, adverse weather condition, unavailability of necessary materials and supplies, and any such other causes beyond FLC'S control.

8. INDEMNIFICATION. USER covenants and agrees that USER will protect and save FLC and FLC's employees, agents officers and members forever harmless and indemnified against and from any penalty or damage or charges imposed for any violation of any laws or ordinances connected with USER's occupancy of the FACILITY. USER will at all times protect, indemnify and save FLC and FLC's employees, agents officers and members harmless against and from any and all loss, costs, damage or expense arising out of or from any accident or other occurrence at the FACILITY involving USER or USER's employees, agents, contractors, members, guests or invitees (except if the same shall be caused by the willful act or gross neglect of FLC, FLC's servants or agents) causing injury to any person or property. USER will protect, indemnify and save FLC and FLC's employees, agents officers and members harmless against and from any and all claims, loss, costs, damage or expense arising out of any failure of USER in any respect to comply with and perform all USER's obligations hereunder.

9. LEGAL PROCEEDINGS: In the event it becomes necessary for either party to institute proceedings at law against the other in order to enforce any of the provisions of this Agreement, such party may have and obtain as a part of any judgment rendered against the other, such party's court costs and reasonable attorneys' fees incurred in connection with such proceedings.

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IN WITNESS WHEREOF, the undersigned have hereunto set their hands to this Agreement.

USER:

Signed_____Date_____

Printed Name and Title of USER representative: _____

Faith Lutheran Church:

Signed_____Date_____

Printed Name of Church representative: _____