



harmony **springs**

event center

FACILITY USE AGREEMENT

Harmony Springs is a not-for-profit 501(c)3, Harmony Springs makes its facilities available whenever possible.

Contact Person/Organization Name _____

Event Type _____

Address _____

Phone Number(s) _____

Email Address _____

Date(s) and time(s) of event _____

Room(s) being Reserved:

entire venue

Main Hall Conference Room/Bridal Suite Classrooms Patio Firepit

Facility Usage Fee _____

Required non-refundable deposit _____

Balance Due _____ prior to _____

GENERAL GUIDELINES AND REQUIREMENTS

1. For purposes of this Agreement, any reference to facilities includes reference to any property of the Owner, including furniture and equipment.
2. User is required to abide by all Owner guidelines, requirements, and other restrictions regarding usage of the facility.
3. Owner reserves the right to schedule other activities and events in other parts of the facility on the same date(s) and time(s).

TERMS AND CONDITIONS

1. User agrees that it will not use the facility for any unlawful purpose and will obey all laws, rules, regulations of all governmental authorities while using the above-described facility.
2. User agrees that it will not use the facility for any purpose that is contrary to the mission of the Owner.
3. User agrees to be responsible for preparing for use and returning to the pre-use condition all areas of the premises which User will use.
4. User agrees to hold harmless, indemnify and defend Owner (including Owner's agents, employees, and representatives) from any and all liability for injury or damage including, but not limited to, bodily injury, personal injury, emotional injury, or property damage which may result from any person using the above-described premises,

its entrances, exits or restrooms, the surrounding areas, for User's purpose, regardless of whether such injury or damage results from the negligence of the Owner (including Owner's agents, employees and representatives) or otherwise.

5. In the event of damage to Owner's facility, those using any Owner's facility shall accept the amount of repair and replacement costs as estimated or otherwise determined by the Owner or its designee and shall pay the Owner for such repair and replacement costs upon demand.

6. Neither party is liable for any failure of performance if such failure is due to any cause or causes beyond such party's reasonable control ("Force Majeure"), including without limitation, acts of God, terrorism, war, fire, explosion, flood, civil disobedience or riot, adverse weather conditions, governmental action/regulations or labor difficulties.

7. This Agreement is non-exclusive. Nothing herein prevents either party from entering into similar agreements with other entities either prior to the event or at any time thereafter.

8. Both parties claim independence from one another and act as separate entities, and nothing herein creates or implies an agency relationship or a joint venture or partnership between the parties.

9. Either party's failure to enforce any provision or term of this Agreement shall not be construed as a future or continuing waiver of such provision or term of this Agreement.

10. In the event any provision or portion of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability will attach only to such provision or portion of provision and will not affect or render invalid or unenforceable any other provision of this Agreement.

11. This Agreement sets forth the entire agreement and understanding between the parties pertaining to the subject matter other than as expressly provided in this Agreement. This Agreement may only be modified by a written document signed by duly authorized representatives of the parties.

12. In the event user cancels the event, user shall notify Harmony Springs immediately in writing or by email. Once cancelled, the user shall forfeit to Harmony Springs as liquidated damages the full amount of the facility usage fee.

User represents and warrants that it has read and fully understands all guidelines, requirements, restrictions, and other provisions set forth in the Facility Use Agreement, requests usage of Owner's facilities as indicated above, and accepts, agrees to, and will in all respects fully and timely comply with the Facility Use Agreement.

Event Notes:

Accepted by User:

Date: _____ Signature: _____

Print Name: _____

Accepted by Owner:

Date: _____ Signature: _____

Title: _____

OFFICE USE
____DEPOSIT ____SIGNED AGREEMENT ____BALANCE