

FACILITIES USE AGREEMENT

This agreement by and between Lake City Community Church 6000 N Ramsey Rd, Coeur d'Alene Idaho 83815 ("Owner") and Coeur d'Alene Charter Academy ("User"), will take effect on the 4th day of June, 2021 and will continue for a period of 1 day.

WHEREAS, Owner owns premises located at 6000 N Ramsey Rd, Coeur d'Alene Idaho 83815 which is normally used for religious services and **WHEREAS**, User desires to use the Auditorium Building (LC1) area of the facilities for the purpose of Graduation Ceremony, and **WHEREAS**, Owner has agreed to allow User to use the facilities provided that the following terms and conditions are met.

It is Therefore Agreed By and Between the Parties:

1. Owner agrees to let User use the above described premises for the above described purpose on June 4, 2021. Mark Mitchell is the contact person for the Owner and Michelle Bredeson is the contact person for User to coordinate the details of usage.
2. **Fee Agreement.** User agrees to pay Owner the amounts listed in the Facilities Use Agreement Addendum for the use of the premises.
 Non-Fee Agreement. In consideration for the benefit of using Owner's facilities, User agrees to abide by all the terms and conditions of use described in this agreement.
3. User agrees that it will not use the premises for any unlawful purposes, and will obey all laws, rules, and regulations of all governmental authorities while using the above described facilities.
4. User agrees that it will not use the premises for any purpose that is contrary to the mission, purpose or belief of the Owner, which is a biblically-based religious institution.
5. User agrees to abide by any rules or regulations for the use of the premises that are attached to this agreement.
6. **Organizational Users.** User promises and warrants that it carries liability insurance with a minimum liability occurrence limit of \$1,000,000. The User will provide a certificate of insurance to the Owner at least seven days prior to the date upon which the User begins to use the above described premises. The certificate of insurance will indicate that User has mad Owner and "additional insured" on User's policy with respect to the use by User of the above described premises.
 Individual Users. User promises and warrants that User will obtain signed Activity Participation Agreement (either provided by or acceptable to Owner) from each participant in the activity. If the participants are minors, User will obtain the signature of at least one parent or legal guardian on each Activity Participation Agreement.

7. 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 and exits, and surrounding areas, for User's purposes, regardless of whether such injury or damage results from the negligence of the Owner (including Owner's agents, employees and representatives) or otherwise.
8. 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, including entrances and exits.
9. User agrees to conduct a visual inspection of the premises, including entrances and exits, prior to each use, and warrants that the premises will be used only if it is in a safe condition.
10. This agreement may be cancelled unilaterally by either party with 14 days written notice to the other party.
- 10.5 In the event that Owner must cancel this agreement, User will be entitled to any deposit User has paid. However, in no event will Owner be liable to User for any lost profits or incidental, indirect, special, or consequential damages arising out of User's inability to use the above described premises, even if Owner has been advised of the possibility of such damages.
11. User agrees that it will not assign any of its rights under this agreement, and any such assignment will void this agreement at the sole option of the Owner.
12. Owner and User agree that any disputes arising under this agreement will be resolved via a mutually acceptable alternative dispute resolution process. If Owner and User cannot mutually agree upon such a process, the dispute will be submitted to a three-member arbitration panel of the American Arbitration Association for final resolution.
13. This document contains the entire agreement of the parties and supersedes all prior written or oral agreements relating to the subject matter.

Dated this 2nd day of October, 2020.

Owner

Signature

Signer's Printed Name

User



Signature

Daniel Nicklby

Signer's Printed Name

Position with Owner

Position with User

Facilities Use Agreement Addendum

Please sign and return one copy of this Agreement with all checked requirements below and a 50% deposit on or before October 14, 2020 in order to secure your event. If this Use Agreement is not received by the LCCC office by the above date, it will be assumed that you do not wish to use our facilities and any other parties' requests for that date will take priority. *Your room will NOT be reserved until we receive the signed Facilities Use Agreement, Facilities Use Agreement Addendum, and deposit.* Any changes or additions to the original request form must go through the 14 day approval process again AND may incur additional charges. LCCC reserves the right to deny changes or additions as it deems necessary. Additional charges will be billed on the final invoice.

Event: Coeur d'Alene Charter Academy Graduation Ceremony Date of Event Friday, June 4, 2021
 Contact Name: Michelle Bredeson Phone: (208) 676-1667, Ext. 368

Requirements for your event

(LCCC must receive all of the following marked below by the above date before your room will be reserved)

Insurance

See Facilities Use Information Packet.

Signed Facilities Use Agreement

Technical Equipment & Artistic Needs (sound, lights, media)

1. Walk through/planning meeting. Scheduled for (date/time): 2 weeks Prior
 Please call to reschedule if unable to attend this meeting

Staffing & Equipment

1. Additional event staffing required, to be provided by the person(s) using the facilities:
Decided at walk-thru 2 weeks prior

2. LCCC Equipment being used:

Merchandise Sales/Concessions

1. Merchandise approved to sell:

2. Concessions approved:

Event Information/Press Pack

The following list of event information must be returned with this agreement:

Cost of tickets (including discounts)	List of ticket outlets (with phone #'s)	Where to call for information
Brief description of event	Client/Sponsor Name	

Room Use Fee (Estimate)	\$	300.00
Technical Staffing (Estimate)	\$	300.00
Facility Staffing (Estimate)	\$	100.00
Additional Requirements (Estimate):	\$	
Total (Estimate)	\$	700.00

I have read, understand, & agree to the above policies. By signing below I approve these charges & agree to the policies, terms & conditions listed in the Facilities Use Information Packet.

Signature of Client:  Date: 10/2/2020