



St. Peter's by the Sea Presbyterian Church
6410 Palos Verdes Drive South
Rancho Palos Verdes, California 90275-5898
Phone: 310-377-6882
Fax: 310-541-5492



BUILDING AND FACILITIES USE AGREEMENT

AGREEMENT made and entered into this 30th day of July of 2019

between ST. PETER'S BY THE SEA PRESBYTERIAN CHURCH, a California non-profit, religious corporation (herein referred to as ST. PETER'S BY THE SEA), having its principal place of business at 6410 Palos Verdes Drive South, Rancho Palos Verdes, California 90275-5898 and

Tri-M
(hereinafter referred to as USER), having its physical legal address at

27118 Silver Spvr Rd., Rolling Hills Estates, CA
90274

EVENT

ST. PETER'S BY THE SEA grants USER permission to use the following church facilities (herein referred to as FACILITIES) for the following purpose:

Recital - Reeves Hall

On the following date(s) and time(s):

Tuesday, October 29, 2019 5:30-10:00 PM

USER agrees to donate the amount of \$ 300 for the use of the facilities and to pay the sum of \$ 100 as a security deposit. The security deposit and \$ ~~_____~~ of the donation for use shall be paid at the time of the signing of this agreement to secure reservation of use of such church building, facilities, gardens and/or parking lot.

This permission is granted upon these additional terms and conditions, and is non-assignable and non-transferable.

NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES HEREIN CONTAINED, THE PARTIES AGREE AS FOLLOWS:

- A. USER shall leave the FACILITIES in a clean and orderly condition; and if any alterations were allowed, restored FACILITIES to their original condition; and shall pay for any damage arising out of the use of the FACILITIES under this agreement. The security deposit, if applicable, shall be returned to USER within fourteen (14) days after USER has completed its use of the FACILITIES, less those amounts needed and required to remedy USER'S failure to fulfill its obligations and commitments under this agreement.
- B. USER agrees to indemnify and hold harmless ST. PETER'S BY THE SEA from and against all liability, loss or damage from any cause whatsoever, including but not limited to the negligence (active or passive) of ST. PETER'S BY THE SEA, its officers, agents, employees or representatives, arising from the use of the FACILITIES with regard to activities in and about the same by USER or its representatives or invitees, including any and all attorney's fees and court costs.
- C. USER shall provide and maintain Comprehensive Liability insurance during the period covered by this agreement insuring ST. PETER'S BY THE SEA against liability for bodily injury (including accidental death and/or dismemberment) and property damage from occurrences in or about FACILITIES or the use or condition thereof, with combined single limits of no less than \$1,000,000.00. Such policy or policies shall name as additional insured's ST. PETER'S BY THE SEA. Such insurance shall be primary and any other insurance available to ST. PETER'S BY THE SEA shall not be called upon to contribute. Such insurance of USER shall be evidenced by a certificate of insurance and endorsement furnished to ST. PETER'S BY THE SEA seven (7) days prior to use of FACILITIES. Said insurance shall provide, and the certificate and endorsement shall state that such insurance cannot be modified or cancelled without thirty (30) days notice by regular United States registered or certified mail, return receipt requested.

TERMINATION OF AGREEMENT:

- A. This agreement may be terminated by either party upon 5 days written notice sent by regular United States registered or certified mail, return receipt requested, or hand delivered in person to ST. PETER'S BY THE SEA at the address stated in this agreement. A date of mailing shall constitute the date of notification.
- B. This agreement may be terminated by ST. PETER'S BY THE SEA if USER fails to meet obligations and commitments established by ST. PETER'S BY THE SEA under this agreement.
- C. ST. PETER'S BY THE SEA may terminate this agreement, and permission to use such FACILITIES at any time without obligation.

AMENDING OF AGREEMENT:

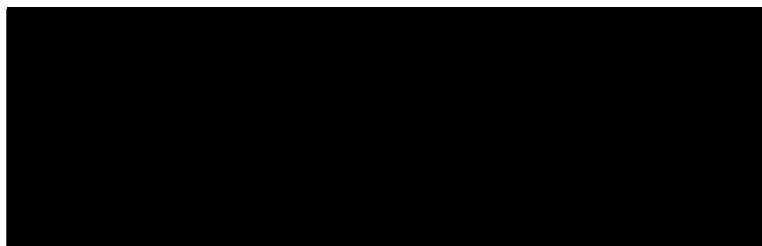
All of the agreements, arrangements, obligations, commitments and understandings of the parties hereto have been embodied in this instrument, which may not be changed, altered, or modified by either party except in writing duly signed by both parties hereto.

MISCELLANEOUS

- A. This agreement may not be assigned by USER to any other person, business organization, or corporation without the express written consent of ST. PETER'S BY THE SEA.
- B. This agreement is made and executed in the State of California and shall be interpreted for all purposes in accordance with the laws of the State of California.
- C. This agreement shall be binding upon and shall inure to the benefit of the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT ON THE DAY AND YEAR FIRST WRITTEN ABOVE.

FOR USER:




Signature

FOR ST. PETER'S BY THE SEA:

Karen Hatt
Please Print Name

Office + Facility Manager
Title



Signature