



## FACILITY USE AGREEMENT

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Highland Park LaGrange, LLC (hereinafter "HPL") and \_\_\_\_\_ (hereinafter "Facility User").

In consideration of HPL permitting Facility User to be present upon and to make use of HPL facilities designated as \_\_\_\_\_ (chapel, park etc) \_\_\_\_\_ on \_\_\_\_\_, 20\_\_ from the hours of \_\_\_\_\_ to \_\_\_\_\_, IT IS AGREED AS FOLLOWS:

1. Upon execution of this agreement, Facility User shall pay to HPL a nonrefundable facility use fee in the amount of \$\_\_\_\_\_ and a security deposit in the amount of \$\_\_\_\_\_. The security deposit shall be refunded after an inspection by HPL reveals that: (i) no damage occurred during Facility User's use of the facility; (ii) all trash created by Facility User has been properly disposed of by Facility User and (iii) all furniture and equipment used by Facility User has been placed back in its proper location. Facility User shall not be entitled to a refund of the security deposit in the event that any of the above conditions are not met to the satisfaction of HPL. In addition, Facility User will forfeit the security deposit in the event of a cancellation unless the cancellation is made within 72 hours of the scheduled event.
2. Facility User shall be liable to HPL for any damage to the facility caused during Facility User's use; including damage to the area and grounds surrounding the facility.
3. Facility User for himself and for all guests and invitees of Facility User hereby relieves HPL of all liabilities for any and all accidents, actions, or events that might occur as a result of Facility User's activities and presence on HPL's property which shall include the activities and presence of all guests and invitees of Facility User. It is the intention of Facility User to make this an enforceable contractual waiver of liability for any and all consequences of Facility User's presence and activity on HPL's property and the presence and activity of all guests and invitees of Facility User on HPL's property. The Facility User intends this waiver to be interpreted as broadly as the law of Georgia allows.
4. The Facility User agrees to indemnify HPL against and hold HPL harmless from any and all claims, demands, liabilities, lawsuits, and expense for or on account of any injury, to any person, or any damage to any property, which may arise (or may be alleged to have arisen) out of or in connection with the use or other occupancy of HPL's property by the Facility User or guests and invitees of Facility User, even though such injury or damage may be (or may be alleged to be) attributable partially to the negligence or other fault on the part of HPL. This indemnification provision is not intended to provide indemnity for any such claim, demand, liability, lawsuit or expense that is attributable solely and exclusively to the negligence or other fault of HPL, but is intended to provide indemnification to the full extent allowed by the laws of the State of Georgia.
5. In the event that HPL is sued or prosecuted by any person for or on account of any activity, injury or damage that is attributable in whole or in part to the negligence or other fault of the Facility User or the guests or invitees of Facility User, the Facility User agrees to compensate HPL for its reasonable attorney's fees incurred in the defense of any such lawsuit or prosecution.
6. THE FACILITY USER HAS READ AND CONSIDERED EVERY PROVISION OF THIS AGREEMENT AND THE GENERAL POLICIES AND PROCEDURES WHICH ARE ATTACHED HERETO. FACILITY USER AGREES TO ABIDE BY THE TERMS OF THIS AGREEMENT AND BY EACH OF THE POLICIES AND PROCEDURES.



7. Except as may be specifically provided herein, neither party shall be liable for any costs or damages due to delay or nonperformance under this Agreement arising out of any cause or event beyond such party's control, including, without limitation, cessation of services hereunder or any damages resulting therefrom to the other party as a result of work stoppage, labor strike, Acts of War, power or other mechanical failure, computer virus, pandemic, natural disaster, governmental action including necessary compliance with a national, state or local declaration of emergency, or communication disruption.

8. Special provisions in effect during declared emergency, including public health emergency:

(a) If the facility is subject to a shelter in place or state of emergency as declared by the United States, the State of Georgia, the County of Troup or the City of LaGrange, Georgia, and HPL determines in its sole discretion that renter will not be able to conduct the event without maintaining the required social distancing or other emergency regulations, then the full amount paid on the event, including the deposit, will be refunded. In such event, Facility User will be given the option subject to availability to reschedule the date to any available date open at that time.

(b) If facility user cancels due to concerns relating to public health and anticipated impacts upon an event and there is no there is no current declared state of emergency or shelter in place in effect, the deposit is non-refundable unless the cancelled date is re-booked and a new contract is agreed to and executed by HPL for such new date.

Highland Park LaGrange, LLC

By: \_\_\_\_\_  
Holly H. Reese

Facility User:

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_