

**USAGE AGREEMENT**

THIS AGREEMENT is entered into this day of \_\_\_\_\_20\_\_\_\_, by and between The Golden Masonic Temple Association, a corporation (hereinafter referred to as "Owner") and \_\_\_\_\_, (hereinafter referred to as "User").

**WITNESSETH:**

WHEREAS, User desires to utilize the facilities at 400 Tenth Street, Golden, Colorado, (hereinafter referred to as "Premises"), and

WHEREAS, The Golden Masonic Temple Association, by this Agreement, has imposed certain restrictions and requirements relating to such utilization.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Owner grants to User the right to utilize the Fellowship Hall and Parking Areas of the Premises as follows:

Dates:

Hours:

Purpose:

2. On or before the first business day of each month, User shall pay to the owner for the use of the Premises the Rental Fee of \$\_\_\_\_\_ for the upcoming month. The payment of the aforementioned Fee and the execution of this Agreement by both parties shall constitute a reservation of the above – scheduled usage times. In the event the User fails to pay the Fee in a timely fashion, Owner shall be free to assign Users above usage time to any other party. The User shall be responsible for leaving the Premises in good and clean condition and leaving the premises laid out and furnished in the same condition in which the User found them.

If User fails for any reason to use the Premises during the scheduled usage times as set forth above, no Fee refund shall be made by Owner.

If User desires to schedule additional sessions over and above those sessions herein scheduled, User shall pay additional Fees as noted in Paragraph 2 above of \$45.00 per additional session.

3. User shall surrender the Premises to Owner at the end of each scheduled usage time, in good and clean condition, normal wear and tear excepted. In the event User fails to surrender the Premises in a good and clean condition, User agrees that Owner may assess User the actual costs of clean up and repairs.

4. User shall abide by and conform to all rules and regulations established by Owner and shall endeavor to ensure that all persons using the Premises shall also abide by and conform to all rules and regulations established by Owner.

5. Subject to Paragraph 3. of this Agreement, if the Premises shall be damaged by User, its officers, agents, representatives, employees, guests or invitees, User shall pay to Owner upon demand such sum as shall be necessary to restore the subject Premises or restore or repair the damaged equipment.

6. In further consideration of Owner's granting User permission to utilize the Premises, as more fully stated herein, User hereby assumes the risk of all damage, loss, cost and expense and agrees to indemnify and hold harmless Owner, its officers, agents and employees from and against any and all liability, damage, loss, cost and expense which may accrue to, or be sustained by Owner, its officers, agents and employees on account of any claim, suit or action made or brought against Owner, its officers, agents and employees for the death of or injury to persons or destruction of property or any other damage involving User, its officers, agents, representatives, employees, guests or invitees, sustained in the connection with or arising from the utilization of the Premises, pursuant to this Agreement. User shall provide Owner with a Certificate of Insurance providing coverages as outlined in this paragraph prior to the first use of the Premises.

7. In the event of any default by User in any of the terms of this Agreement, including the payment of any monies due under the terms of this Agreement, User agrees to pay the cost, including reasonable attorney's fees, incurred by Owner as a result of said default, including but not limited to costs of collection and/or eviction from the subject Premises.

8. This Agreement shall not be assigned by User nor shall User utilize the Premises for any purpose other than that herein stated.

9. The individual or individuals executing this Agreement on behalf of User represents to Owner that he/she or each of them has the power and authority to execute this Agreement on behalf of User and to bind User to all of the terms and conditions set forth in this Agreement.

10. The parties hereto agree that all terms and conditions of this Agreement shall be binding upon the parties, their representatives, officers, agents, guests and invitees and cannot be waived by any oral representations or promises unless the same be in writing and mutually signed by the parties who executed this Agreement.

OWNER:

USER:

\_\_\_\_\_

\_\_\_\_\_

For Golden Masonic Temple Association

For Renting Party

Address and Telephone Number

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