

**First Parish Unitarian Universalist of Arlington Massachusetts (“First Parish”)
630 Massachusetts Ave, Arlington MA 02476**

Terms and Conditions Governing Use of Church Facilities

These Terms and Conditions are incorporated into the Application and are binding on Applicant.

1. **Use.** Applicant certifies that Applicant will use the Space only for the purposes described in its Application. Applicant understands that this right to use is personal and may not be transferred or sublicensed. Any changes to the right to use or the terms and conditions of use must be approved by First Parish in writing.
2. **Limited Time.** The Space will be available to Applicant only during the hours and on the day(s) ("Time of Use") specified on the Application, and Applicant agrees that at Applicant's sole cost and expense, Applicant shall ensure that the Space shall not be occupied or used by Applicant or any third party before or after the Time of Use. Time is of the essence regarding this right to use.
3. **Alcohol.** Applicant may not serve, furnish, or distribute alcoholic beverages of any kind without the prior written consent of First Parish. If such permission is granted, Applicant shall be solely responsible for obtaining all permits or other authorizations and for obtaining insurance satisfactory to First Parish, and shall submit copies of all permits required and documentation of insurance to First Parish at least fourteen days prior to any Time of Use. If the copies of permits and insurance are not received in a timely fashion, no alcohol may be served, furnished, or distributed.
4. **Special Equipment, Recordings.** No lighting or other special equipment may be installed or used without the prior written consent of First Parish.
5. **Visitor Parking, Unloading.** First Parish has limited parking facilities, which will only be made available as communicated to the Applicant by First Parish. Unless First Parish has secured special parking rights for this Event, parking shall be limited to public parking near First Parish.
6. **Clean-up.** Applicant agrees to bear all costs of cleaning, repairing, and restoring First Parish Facilities to its previous condition, reasonable wear, and use excepted.
7. **Security Deposit.** Applicant shall pay to First Parish any Security Deposits required by First Parish. If, in First Parish's sole judgment, any cleaning, repairing or restoring is needed, First Parish may apply the Security Deposit to cover such costs. If no such repairing, restoring, or cleaning is needed, the Security Deposit either shall be applied against any other payments then unpaid or shall be returned to Applicant after the final Time of Use.
8. **Applicant's Liability.** Applicant is and hereby agrees to be fully responsible and liable for any and all injuries (and death) suffered by persons and for any and all damage to First Parish's property and any theft or loss of First Parish's furnishings and equipment, resulting from or occurring during Applicant's use of the Space, and not caused by the willful misconduct or gross negligence of First Parish. Applicant shall indemnify and hold harmless First Parish and their officers, agents, employees, members and members of their governing boards from and against any and all liability, action, claim, demand, loss, expense, or damage (including reasonable attorneys' fees) caused by or arising out of any act, omission, publication, or representation of Applicant, its officers, directors, agents, guests, invitees or employees in connection with this right to use.

9. **First Parish Not Liable.** First Parish shall have no liability for any loss, cost, expense, or damage to Applicant, its members, officers, directors, agents, employees, or anyone else by reason of fire, theft, vandalism, or otherwise. Applicant agrees not to sue First Parish or any of First Parish's respective officers, agents, employees, members, members of its governing boards, successors, or assigns for any such loss, cost, expense, or damage. In no event shall First Parish be liable to Applicant for incidental or consequential damages if First Parish is unable to make the Space available to Applicant during all or any part of any of the Time of Use. The Space is provided on an "AS IS" basis and First Parish makes no warranties of any kind whether express or implied.

10. **Use of First Parish Name.** Applicant shall not imply in any way that First Parish is sponsoring the Event; and no reference to First Parish may be used in promotional or other literature used or distributed by Applicant, other than references to the location of the Event.

11. **Not a Lease.** This is not a lease, and no interest in real estate is conveyed hereby.

12. **Rules and Policies.** Applicant and Applicant's use of the Space shall be subject to any policies, rules, and regulations that First Parish may promulgate from time to time, including those stated in any publication promulgated by First Parish. Applicant's use of the Space is non-exclusive as to First Parish, which retains the right freely to enter the Space at any time, for any purpose.

13. **Binding Effect.** The terms and conditions of this License shall be binding on Applicant, (and if Applicant is an organization) on Applicant's officers, directors, members, agents, employees, guests, invitees, and on those claiming by, through, or under Applicant.

14. **Use and Occupancy Changes.** If, for any reason, Applicant does not upon the expiration of the Time of Use deliver the Space to First Parish free of occupants, Applicant's personal property, and cleaned in accordance with the Approved Application, then Applicant shall be liable to First Parish for each day, or portion thereof, that the Space is occupied by such persons or property until such Space is vacated and the property removed at a daily rate of \$1,000. First Parish may remove any of Applicant's personal property upon the expiration of the Time of Use and, if appropriate under the circumstances, discard such property.

15. **Force Majeure.** First Parish is not liable for its failure or delay to perform its obligations due to any acts of nature, act of God, strikes, acts of terrorism, fires, floods, explosions, earthquakes, equipment or labor shortages, government regulations, destruction of facilities or other causes beyond its reasonable control.