PARISH HOUSE and PLAYGROUND

USE Permit

THIS AGREEMENT, effective \_\_\_\_\_\_\_\_ \_\_, 2023 is between **ST. LUKE’S CHURCH**, PO Box 602, Katonah, New York 10536 (hereinafter “St. Luke’s”)and

Name: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** Phone number: \_\_\_\_-\_\_\_\_-\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_, NY 105\_\_

(hereinafter “User”), (sometimes hereinafter collectively called the “Parties”).

In consideration of the mutual promises contained herein, the Parties agree as follows:

1. User desires to use St. Luke’s Playground and a portion of St. Luke's Parish House at 68 Bedford Road, Katonah (hereinafter "the Premises") for the purpose of a gathering on \_\_\_\_\_\_\_\_\_\_\_ \_\_, \_\_\_\_ from \_\_\_\_\_p.m. until \_\_\_\_\_ p.m. involving approximately \_\_\_ adults and \_\_\_\_\_\_\_ children (participants), and St. Luke's is willing to grant to User the use of such portion of its property for such purpose.
2. User may use the Parish House’s firstfloor meeting room, and, incidentally thereto, the kitchen and restroom also located on the first floor, and the playground. User shall not use any other portions of the Parish House without the express permission of the Rector, Priest-in-Charge, or Senior Warden, as the case may be, or his/her duly designated representative.
3. If User’s use of the Playground involves children, User shall ensure that there is adult supervision whenever such children are using the playground.
4. User may use the folding chairs, folding tables, and vacuum cleaner in the large two-door closet in the first-floor meeting room. All other items in the large closet, other closets and cabinets on the first floor, and in the refrigerator belong to other organizations and should not be disturbed.
5. The upright piano in the meeting room shall not be used and User shall ensure that its participants do not play or tamper with the piano.
6. St. Luke’s is not responsible for any of User’s property or any personal property of User’s participants brought into the Parish House or playground for purposes of the gathering.
7. Other persons or groups may be using portions of the Parish House and grounds

during the period of User’s use. User and St. Luke’s shall take reasonable steps to accommodate such concurrent uses. User shall make reasonable efforts to control the behavior of participants at its event while on St. Luke’s property and to ensure that they do not disturb others using St. Luke’s property.

1. User shall observe the rules for Parish House Use, a current copy of which is attached. User shall be responsible for clean up after the gathering as specified in the attached rules. Please do not leave any left-over food or beverages in the refrigerator, the Parish House or on St. Luke’s property.
2. If requested, User shall meet with St. Luke's representatives to address any concerns relating to its use of the Premises.
3. The fee for reserving the Premises for use by User and its participants shall be $\_\_\_\_\_\_\_\_ which User shall pay to St. Luke’s in advance.
4. User shall be responsible for any damage to the Premises, and to any items of furniture, furnishings, equipment or other property of St. Luke’s beyond normal wear and tear arising out of its use of the Premises.
5. User shall defend, indemnify and save St. Luke’s, its clergy, officers, employees, parishioners, and volunteers harmless from any claims, losses, expenses, fines, fees, costs or liability (including, without limitation, judgments, attorneys’ fees, and court costs) for injury to or death of any person, damage to property, or any other claim arising out of the use of the Premises by User or its participants or agents.
6. Any assignment of this Agreement without the written consent of St. Luke’s shall be void.
7. Nothing herein shall be construed as creating a landlord-tenant relationship between St. Luke’s and User, or as transferring any interest in real property. The relationship created by this Agreement is a licensor-licensee relationship.
8. This Agreement states the entire agreement between the Parties and can only be modified by a document in writing signed by each Party.
9. This agreement shall be governed by the laws of the State of New York.

IN WITNESS WHEREOF, the Parties are executing two copies of this Agreement, one copy to remain with each of the Parties, effective as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_, 2023.

**USER** **ST. LUKE’S CHURCH**

By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name Name Title

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_