

590 Daniel Webster Hwy
PO Box 194
Merrimack, NH 03054-0194

**WHEELER MEMORIAL CHAPEL TRUST
BUILDING USE AGREEMENT**

www.wheelerchapel.org
(603) 424-3520

Name of organization/individual(s): _____

Representative: _____

Mailing address: _____

Phone: _____ Circle one: Voice only Voice and text

Email: _____

Wheeler Memorial Chapel Trust, hereinafter the "Trust", grants use of Wheeler Memorial Chapel to the above named organization/individual(s), hereinafter the "User", in exchange for a rental fee and acceptance of the terms of this agreement.

All periods, rental and extra prep, require strict adherence to Begin and End times to avoid conflict with other users. A Rental Period includes all activities: prep, main event, and cleanup.

Rental Period: Date _____ Begin time _____ End time _____

Extra Prep Period: Date _____ Begin time _____ End time _____

Description of Use: _____

Rental fee for ____ hours use is \$_____.

The User is granted use of the following equipment: _____

Please note that not all equipment located on the Premises belongs to the Trust.

The User hereby agrees as follows:

1. That the User shall indemnify the Trust against and hold the Trust harmless from any and all claims, actions and damages, including reasonable attorneys fees, obligations and liabilities, of whatsoever nature arising out of the use by the User of the Trust premises or in any way connected therewith. Upon institution of any action against the Trust for any claim, action, damages, obligations, liabilities or liens, User shall assume full responsibility for the defense thereof.
2. That any damage to building, equipment, or property owned by the Trust or others, other than that due to ordinary wear and tear, will be charged to the User. Any damage shall be reported promptly to the Trust.
3. To assume full responsibility for injury, damage or loss from any cause whatsoever to the person or properties of others.

The User agrees to strictly comply with all conditions, restrictions, rules, and regulations listed in this agreement. The agreement does not grant the User the authority to include any additional individual or group as a party to this agreement other than those listed above. A certificate evidencing required insurance must be supplied to the Trust before premises may be occupied by the User unless this requirement is waived as indicated under Insurance Requirement below.

For the User:

Name _____

Signature _____

Date _____

For the Trust:

Name/Title _____

Signature _____

Date _____

Complete two copies of this agreement. Submit one to the Wheeler Memorial Chapel Trust, PO Box 194, Merrimack, New Hampshire 03054 at least two (2) weeks prior to your proposed use. Please retain one copy for your records.

Insurance Requirement This requirement is waived, is not waived (circle one).

Prior to the use of the premises, the organization/individual named above, agrees to provide the Trust with the following evidence of insurance:

1. Certificate of Comprehensive General Liability Insurance or binder including contractual liability for bodily injury and property damage in an amount not less than \$500,000 combined single limit, or \$250/500,000 Bodily Injury and \$100,000 Property Damage.
2. The certificate should also include the Trust as additional insured.
3. If the Organization employs staff on the reserved premise, the following additional forms of coverage need also to be evidenced: Worker's Compensation.

Rules and Regulations

- Doorways and exits must be left free of obstruction in compliance with Local Fire Code.
- Alcohol is prohibited on site without written permission from the Trust.
- Smoking is not permitted within the building.
- Illegal drugs are not permitted on site.
- Firearms or other weapons are not permitted on site.
- Pets are not permitted on site with the exception of service animals.
- Users are responsible for user property brought on site or left behind.
- Red chairs may not be placed in stacks greater than 3 chairs high to prevent cushion damage. Use nursery if extra space is required for chair storage.