



559 Church Street East
Brentwood, TN 37027
615.499.4378



FACILITY USAGE/WAIVER & RELEASE AGREEMENT

THIS FACILITY USAGE/WAIVER AND RELEASE agreement is entered into on

Date: _____

between the Experience Institute-Nashville, LLC (*CMC Nashville*), the "Owner", and

Name of Client: _____

hereafter called the "Renter".

1. **Use of Facility.** The Owner hereby permits the Renter to use the Experience Institute-Nashville, LLC (**CMC Nashville**) for the limited purpose agreed upon and outlined by the **RATE CARD** chosen below.

RATE CARDS

MAINSTAGE	☐
REHEARSAL ROOM	☐
PHOTO STUDIO	☐
CONFERENCE ROOM	☐
RECORDING STUDIO	☐

In consideration for obtaining the Owner's limited permission (as set forth herein) to use the Facility for the Event, the Renter consents to the terms, conditions, and limitations set forth in this Agreement.

2. **Pre-Approval of Program.** The Renter agrees that the Event shall be consistent with the Owner's Facility Usage Policy and shall not contravene, undermine, or disparage the Owner's religious mission.¹ The Renter understands that the Director of Operations has the discretion to disapprove an event and terminate this Agreement at any time prior to the Event.

3. Checklist for Specific Conditions and Limitations. The Renter shall abide by and take responsibility to inform and enforce with all its invitees, guests, and contractors the following specific conditions and limitations on the Renter's use of the Facility:

- No one shall use tobacco or alcohol products at the Facility or on any part of the Owner's grounds.
- Children may be present at the Event if they (1) have parents or guardians who are participants in the Event, (2) are closely monitored by their parents or guardians during the course of the Event, and (3) kept within the confines of the Facility.
- No equipment, furniture or other facility items may be moved outside the Facility.
- Any equipment, furniture or other facility items that have been moved inside the Facility must be moved back to their approximate original position by the conclusion of the Event.
- The use of nails, screws, or adhesive tape is prohibited in the Facility. Posters, signs, flyers, etc. may not be mounted on walls, doors, windows or any equipment or structure. They are to be posted only on bulletin boards, cork stripping, or mounted on tripods.
- No skateboards or roller blades may be used in any part of the Facility. The Renter is responsible for turning off lights and locking up if instructed by the Director of Operations or House Steward.
- All trash must be placed in appropriate receptacles before departing. "Horse Play"/roughhousing that could compromise the safety of oneself and/or others or that could result in damage to equipment, walls, doors, or the ceiling is strictly forbidden.
- A First Aid Kit is located in the lobby on the main floor outside the reception area. Notify the Director of Operations or another employee of the Owner in case of injury or emergencies. Complete an Accident Report and provide a copy to the Owner's Office and the injured individual or parent/guardian. The Renter shall not bring or permit any of its agents, invitees, or guests to bring any hazardous material, toxic material, or regulated substance into the Facility.

4. Damage to Facility. The Renter accepts full responsibility for any damage, whether whole or partial, caused to the Facility in connection with or arising from the Renter's use of the Facility.

- 5. Payment.** The Renter shall pay a fee, as determined by the RATE CARD, to the Owner before or on the day of the event.
- 6. Waiver and Release.** The Renter hereby waives and releases the Owner and its trustees, officers, employees, and agents from any and all liability, claims, demands, or causes of action whatsoever arising out of any damage, loss or injury to the Renter, its guests, invitees, or contractors, or the property of any of them, while present on or otherwise using the Owner's property, or otherwise arising out of or connection with this Agreement. This waiver and release is effective whether such loss, damage, or injury results from the negligence of the Owner, its trustees, officers, employees, or agents, or from some other cause.
- 7. Indemnification.** The Renter shall defend, indemnify and hold harmless the Owner and the Owner's agents, employees, officers, trustees, successors, and assigns from and against any and all proceedings, suits, demands, liabilities, judgments, causes of action, claims, losses, damages, costs (including, but not limited to, court costs in all tribunals) and expenses (including, but not limited to, attorneys' fees) incurred by or claimed against the Owner or the Owner's agents, employees, officers, trustees, successors, and assigns directly, indirectly, or consequentially, in any manner whatsoever, based on or arising out of or in connection with, the Renter's use of the Facility, or any damage, loss, or injury to the Renter's property, guests, invitees, or contractors while present on or otherwise using the Facility. The provisions of this Section shall survive any termination or expiration of this Agreement.
- 8. Conciliation.** The laws of the state of Tennessee shall govern the interpretation, construction, and enforcement of this Agreement. All parties recognize that conflicts or disputes may occasionally arise. If any dispute cannot be resolved in private meetings, the parties agree, as an alternative to litigation, to enter mediation and, if mediation is unsuccessful, legally binding arbitration in accordance with the *Rules of Procedure for Christian Conciliation* of the Institute for Christian Conciliation, a division of Peacemaker® Ministries (complete text of the Rules is available at www.Peacemaker.net). The parties agree that any arbitration award may be entered in any court having jurisdiction over the subject matter or parties. The parties understand that these methods shall be the sole remedy for any controversy or claim arising out of this Agreement or the subject matter hereof, and expressly waive their right to file a lawsuit or claim against one another for such disputes, except to

enforce an arbitration decision. This provision shall survive termination of this Agreement.

RENTER

name

date (mm/dd/yy)

title**OWNER REPRESENTATIVE** (Executive Director of Operations)

name

date (mm/dd/yy)

title