

This agreement by and between **Pathway Church, 8350 Byron Center Avenue SW, Byron Center, MI 49315** “**Owner**”, and: “**User**” _____ (Printed Vendor’s Name), of

Business Name & Address: _____

will take effect on the _____ (day) of _____, 2017, and will continue for the 2017 Farm Market Season.

WHEREAS, **Owner** owns premises located at 8350 Byron Center Avenue, SW, Byron Center, Michigan, 49315, which is normally used for a full range of church functions, and WHEREAS, **User** desires to use the Premises for the purposes of the Farm or Craft Market, and WHEREAS, **Owner** has agreed to allow **User** the use of the Premises provided that the following terms and conditions are met.

IT IS THEREFORE AGREED BY AND BETWEEN THE PARTIES:

1. **Owner** agrees to let **User** use the above described premises for the above described purpose during Saturday Farm Markets, May 1, 2017 – October 31, 2017. Pastor Jim Heethuis is the contact person for **Owner** and _____ (Vendor’s Name) is the contact person for **User** to coordinate the details of usage.
2. **User** agrees that it will not use the premises for any unlawful purposes, and will obey all laws, rules, and regulations of all governmental authorities while using the above described facilities.
3. **User** agrees that it will not use the premises for any purpose that is contrary to the mission, purpose or belief of the Owner, which is a biblically-based religious institution
4. **User** agrees to abide by any rules or regulations for the use of the premises that are included in the Farmers or Crafters Market Contracts.
5. **Food/Produce Vendors:** **User** promises and warrants as per Farm Market Contract that as a food/produce vendor they carry a minimum liability occurrence limit of \$1,000,000. **User** will provide a certificate of insurance to the **Owner** that names both Pathway Church and Byron Community Wellness Foundation as additional insured.
Craft Vendors: **User** promises and warrants that it is not a food/produce vendor and will be liable for any and all product liability associated with their product sales.
6. **User** agrees to hold harmless, indemnify and defend **Owner** (including **Owner’s** agents, employees, and representatives) from any and all liability for injury or damage including but not limited to bodily injury, personal injury, emotional injury, or property damage which may result from any person using the above described premises, its entrances and exits, and surrounding areas, for **User’s** purposes, regardless of whether such injury or damage results from the negligence of the **Owner** (including **Owner’s** agents, employees and representatives) or otherwise.
7. **User** agrees to be responsible for preparing for use and returning to the pre-use condition all areas of the premises which **User** will use, including entrances and exits.
8. **User** agrees to conduct a visual inspection of the premises, including entrances and exits, prior to each use, and warrants that the premises will be used only if it is in a safe condition.
9. This agreement may be cancelled unilaterally by either party with 14 days written notice to the other party.
10. In the event that **Owner** must cancel this agreement, **User** will be entitled to any deposit **User** has paid. However, in no event will **Owner** be liable to **User** for any lost profits or incidental, indirect, special, or consequential damages arising out of **User’s** inability to use the above described premises, even if **Owner** has been advised of the possibility of such damages.
11. **User** agrees that it will not assign any of its rights under this agreement, and any such assignment will void this agreement at the sole option of the **Owner**.

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12. **Owner** and **User** agree that any disputes arising under this agreement will be resolved via a mutually acceptable alternative dispute resolution process. If **Owner** and **User** cannot mutually agree upon such a process, the dispute will be submitted to a three-member arbitration panel of the American Arbitration Association for final resolution.
13. This document contains the entire agreement of the parties and supersedes all prior written or oral agreements relating to the subject matter.

Dated this _____ day of _____, 2017.

OWNER

USER

Signer's Name (Pastor Jim Heethuis)

Signer's Name (Please Print)

Signature

Signature

Associate Pastor
Position with Owner (title)

Position with User (title)