Building/ Facility Use Agreement

This is a legal contract. Please read it carefully before signing.

General Conditions and Amount of Fee

It is agreed between_____ , hereinafter referred to as PROPERTY OWNER and _____, hereinafter referred to as USER, that the PROPERTY OWNER, shall allow the USER access to and use of the FACILITY as conditioned and described below, subject to all the policies and procedures of PROPERTY OWNER, located in Appendix B in consideration of $ _____ , to be paid at the time the agreement is signed by USER.

ORGANIZATION REQUESTING USE _____

Is Your Organization Tax-Exempt? ☐ Yes ☐ No

FACILITY TO BE USED _____

DATE(S) OF USE _____

TIME NEEDED: FROM _____ a.m./ p.m. to _____ a.m./ p.m.

IS AN ADMISSION FEE CHARGED?

☐ Yes ☐ No Amount $_____

PURPOSE OF USE (Type of Activity): _____

SPECIAL EQUIPMENT NEEDS _____

SPECIAL PERSONNEL NEEDED _____

Note: PROPERTY OWNER is not responsible to provide any special equipment or personnel unless the same has been specifically agreed to by the PROPERTY OWNER and the USER, and the specific related terms for the special equipment or personnel have been set forth on the attached Exhibit "A." USER is responsible for ensuring FACILITY is not misused or abused, and is used in conformity with all policies and regulations of the PROPERTY OWNER. USER understands and agrees that PROPERTY OWNER will not exercise any physical or other control or supervision over the operation of the event other than specifically provided in this BUILDING/FACILITY USE AGREEMENT.

Building/ Facility Use Agreement (continued)

USER agrees to be responsible for preparing for use and returning to the pre-use condition all areas of the FACILITY which USER will use, including entrances and exits.

USER is responsible for implementing appropriate processes and procedures for the protection of minors and vulnerable adults during USER's use of the FACILITY and ensuring there is proper adult supervision at all times.

USER is responsible for securing appropriate copyright licensing for any copyright-protected materials, including but not limited to music, motion pictures, and video, that are performed, broadcast, distributed, recorded, or otherwise used during USER's use of the FACILITY.

USER understands and agrees that this BUILDING/FACILITY USE AGREEMENT does not establish an employer-employee relationship between USER's employees/ volunteers/ members and PROPERTY OWNER, and that the event is neither a conducted event nor a sponsored event of PROPERTY OWNER/. This agreement may be cancelled unilaterally for any reason by either party with _____days' written notice to the other party.

NO OTHER PROMISES OR WARRANTIES

☐ INITIAL

USER understands that no promises are made otherwise than what is contained in this agreement, that no warranties have been made that the FACILITY will be adequate for USER's planned use, and that USER accepts the FACILITY in an AS-IS condition. **USER to initial box to the left.**

☐ INITIAL

USER has inspected the facility to be used and has independently determined that it is suitable and safe for their particular purpose. **USER to initial box to the left.**

INSURANCE

USER promises and warrants that it carries General Liability insurance with a minimum per occurrence limit of $1,000,000.00, providing coverage for bodily injury and property damage.

USER will provide a Certificate of Insurance to the Church at least ____days prior to the date upon which the USER begins use of the described premises. The Certificate of Insurance will indicate that USER has made Church (including Church's trustees, officers, directors, employees, representatives, volunteers and agents, as well as its successors and assigns) an "additional insured" on USER'S policy with respect to the use by USER of the FACILITY, and USER'S insurance shall be "primary and non-contributory with any other insurance carried by the additional insured." Any waiver of this insurance provision must be in writing and signed by an authorized Church representative.

Building/ Facility Use Agreement (continued)

It is the intention of both USER and PROPERTY OWNER that both the public liability and property damage insurance shall insure performance by USER of the express indemnity provision contained below. However, the limits of such insurance shall not limit the liability of USER hereunder.

EXPRESS INDEMNITY

☐ INITIAL

INDEMNITY PROVISION

User agrees to hold harmless, indemnify and defend Owner (including Owner's agents, employees, and representatives) from any and all liability, claims, losses and expenses including but not limited to attorneys' fee for injury or damage, including, but not limited to, illness, exposure to infectious/ communicable disease, 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.

DISPUTE RESOLUTION

Disputes arising under this agreement will be resolved in a court of competent jurisdiction, with each party bearing its own costs and fees. Notwithstanding the foregoing clause, nothing prohibits the parties from using information dispute resolution or mediation to resolve the dispute

INTEGRATION

This agreement is the complete agreement of the parties and supersedes all previous oral and written agreements on the subject.

The undersigned represents and warrants that they have the authority to act for and be responsible for the USER making this application.

Church Name:	**User/Vendor/Contractor Name:**
Signature	Signature
Name:	Name:
Title:	Title:
Date:	Date:

Building/ Facility Use Agreement (continued)

Disclosure Statement

This template is provided for general informational purposes only and is intended to be used as a starting point. It does not constitute legal, financial, or professional advice. Users are responsible for reviewing and modifying this template to ensure it meets their specific needs and complies with any applicable laws, regulations, or organizational policies. This document should not be considered a substitute for professional legal advice.

Insurance Board makes no warranties or representations as to its completeness or suitability for any particular purpose and assumes no liability for any loss or damage resulting from its use. By using this template, you acknowledge and agree that you are solely responsible for its adaptation and implementation.