

## **Facilities Use Agreement**

This agreement by and between			
	wner's name	Owner's complete address	
("Owner"), and		("User"),	
will take effect on the day of		r a period of	
WHEREAS, Owner owns premises located at		plete address	
1.1.	·		
which is normally used for	Type of use	, and	
WHEREAS User desires to use the	** *	area of the facilities for the	
WHEREAS, User desires to use the	Area of premises (e.g. church building)	area of the facilities for the	
purpose of		, and	
	Purpose of use	, · ·	
WHEREAS, Owner has agreed to allow User to	use the facilities provided that the	he following terms and conditions are met.	
It is Therefore Agreed By and Between th	e Parties:		
1. Owner agrees to let User use the above descril	bed premises for the above descr	ibed purpose on	
Describe times and days of usage	· · · · · · · · · · · · · · · · · · ·	Name and Owner's contact person	
is the contact person for Owner and		is the contact person for User to	
coordinate the details of usage.	ame of User's contact person	_ is the contact person for osci to	
2. ☐ Fee Agreement. User agrees to pay Owner.	for the	ne use of the premises.	
□ Non-Fee Agreement. In consideration for the and conditions of use described in this agreement.	he benefit of using Owner's facil		
3. User agrees that it will not use the premises for governmental authorities while using the above		ill obey all laws, rules, and regulations of all	
4. User agrees that it will not use the premises for Owner, which is a biblically-based religious in		o the mission, purpose or belief of the	
5. User agrees to abide by any rules or regulation	ns for the use of the premises tha	at are attached to this agreement.	
6. Organizational Users. User promises and voccurrence limit of \$1,000,000. The User wito the date upon which the User begins to uthat User has made Owner an "additional in described premises.	ill provide a certificate of insurar use the above described premises	nce to the Owner at least seven days prior s. The certificate of insurance will indicate	
☐ Individual Users. User promises and warra provided by or acceptable to Owner) from e obtain the signature of at least one parent of	each participant in the activity. It	f the participants are minors, User will	

This is a sample document only. Your organization is responsible for compliance with all applicable laws. Accordingly, this form should not be used or adopted by your organization without first being reviewed and approved by an attorney. Brotherhood Mutual Insurance Company assumes no liability in the preparation and distribution of this sample form.

- 7. 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.
- 8. 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.
- 9. 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.
- 10. This agreement may be cancelled unilaterally by either party with 14 days written notice to the other party.
- 10.5. 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.
- 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.

vear

Dated this \_\_\_\_\_ day of \_\_\_\_\_\_ month

Position with Owner (title)

Owner	User	
Signer's Name	Signer's Name	

Position with User (title)

This is a sample document only. Your organization is responsible for compliance with all applicable laws. Accordingly, this form should not be used or adopted by your organization without first being reviewed and approved by an attorney. Brotherhood Mutual Insurance Company assumes no liability in the preparation and distribution of this sample form.

M79 (06/12) (Page 2 of 2)