

**FACILITY USE AGREEMENT
WITH INDEMNITY & INSURANCE REQUIREMENTS**

Purpose

Providing the use of Church property to others is a part of community outreach, often done at no charge or below market rental rates. Because the church assumes some risk in providing the use of their facilities to outside groups, an arms-length relationship is always recommended. Wherever possible, it is preferred that risk is transferred to users who benefit, especially those which are established legal entities, even those which are charitable in their purpose. The clients of the latter are not necessarily friendly to the Church, which may be viewed strictly as a landlord.

A formal Facility Use Agreement defines the user's obligations to maintain and safeguard the facility, indemnify the owner (Church) and properly insure its activities. This sample agreement is intended for casual part time or one time use and is less formal than a lease. This agreement might be used for community organizations, Girl Scouts, Weight Watchers, athletic and musical organizations not part of the church, wedding parties, visiting Habitat for Humanity work parties, and events such as Bicycle Across America.

An informal organization may not have insurance, in which case, insurance may be waived while retaining indemnity provisions. A wedding party may be able to rely on the liability insurance provided by their Homeowners policy. The limits of insurance may be considered negotiable.

Note: If a User is a business with employees, it must pay payroll taxes, unemployment and casualty insurance expense. This cannot be done without an FEIN. Therefore the FEIN is some evidence of a legitimate business entity. Terms below regarding Workers Compensation apply to organizations with employees.

(delete this section)

Disclaimer

This form is provided as a sample for informational purposes only in demonstrating relationships with respect to insurance contracts and contracts of indemnity, and not for the purpose of providing legal advice. You should contact your attorney to obtain advice with respect to any particular contractual or legal matter as may apply in your state. Use of this form does not create an attorney-client relationship.

(delete this section)

**FACILITY USE AGREEMENT
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Organization/User Name hereinafter called *User*:

[Insert User Name Here]

Organization FEIN:

[Insert User Federal Entity ID Number Here]

Church Name hereinafter called *Church*:

[Insert Church Name & Address Here]

Authorized Purpose:

[Insert Authorized Use/Purpose Here]

Date(s) Facility Use begins and ends, inclusive: [Insert Use Begin and End Date Here]

Total User Fees (if any): [Insert Fee Amount Here]

User Deposit (if any): [Insert Deposit Amount Here]

The Church agrees to permit the User to use the Church and its facilities for the above Authorized Purpose subject to the following terms and conditions:

1. User agrees that it will not use the facilities for any unlawful purpose, and will obey all laws, rules, and regulations of all governmental authorities while using the facilities.
2. User agrees to abide by any rules or regulations established by the Church for use of the facilities.
3. User agrees that the Church provides no supervision or control over the facilities when being used by the User.
4. 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 facilities, 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.
5. User, and on behalf of User's heirs, estate, executor, administrator, and assignees, agrees to the maximum extent permitted by law, indemnify and hold harmless and defend Church (including Church's trustees, officers, directors, employees, representatives, volunteers and agents, as well as its successors and assigns) against and from all costs, expenses, liabilities, losses, damages, injunctions, suits, actions, fines, penalties, claims and demands of every kind or nature whatsoever arising out of :
 - a. any failure by User or the Church and any of its trustees, officers, directors, employees, invitees, licensees, representatives, volunteers and agents, as well as its successors and assigns, to perform any of the agreements, terms, covenants or conditions of this Use Agreement,
 - b. any accident, injury, loss or damage, including, but not limited to, bodily injury, personal injury, emotional injury, to persons and/or damage to property, which shall happen in or about the Church facilities or appurtenances, however occurring, that may result from any person, including User's employees, using the above described facilities, its entrances and exits, and surrounding areas for User's purposes, regardless of negligence of Church (including Church's agents, employees and representatives) or otherwise,
 - c. any failure to comply with any laws, ordinances, requirements, orders, directions, rules or regulations of any federal, state, county or city governmental authority,
 - d. any materials used in the construction or alteration of any building(s), fixtures or improvements thereon on behalf of User, or

- e. User's possession and use of the Church facilities and/or the operation of its business on the Church facilities, whether or not such use is an Authorized Use.
- 6. User agrees to be responsible for preparing for use and returning to the pre-use condition all areas of the facilities which User will use, including entrances and exits.
- 7. User agrees to conduct a visual inspection of the premises prior to each use, and warrants that the premises will only be used if it is in a safe condition.
- 8. This agreement may be cancelled unilaterally by either party with _____ days written notice to the other party.
- 9. 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 Church.
- 10. User agrees to assume all risks and liabilities of any nature, whether physically injurious, financial or otherwise, relating to User's use of the Church facilities.
- 11. User, and on behalf of User's heirs, estate, executor, administrator, and assignees, agrees to waive all rights against, and release and discharge, the Church, its trustees, officers, directors, employees, representatives, volunteers and agents, as well as its successors and assigns, from and against any and all liability, responsibility, causes of action, claims, demands, damages, costs, debts, expenses, compensation, and/or suits at law or in equity, of any kind and nature whatsoever, for injuries or damages suffered by User and User's guests that arise, directly or indirectly, by or in connection with User's use of the Church premises on account of or relating to any act or omission by the Church, its trustees, officers, directors, employees, representatives, volunteers and agents, as well as its successors and assigns, without limitation.

CHURCH NAME	USER/VENDOR/CONTRACTOR NAME
(X)	(X)
BY: (signature) NAME: TITLE: DATE:	BY: (signature) NAME: TITLE: DATE: