

Facilities Use Agreement

This agreement by and between _____
Owner's name _____ *Owner's complete address*
 ("Owner"), and _____
User's name _____ *User's complete address* ("User"),
 will take effect on the _____ day of _____ and will continue for a period of _____.
Day *Month* *Year* *Time period*

WHEREAS, Owner owns premises located at _____
Complete address
 which is normally used for _____, and
Type of use

WHEREAS, User desires to use the _____ area of the facilities for the
Area of premises (e.g. church building)
 purpose of _____, and
Purpose of use

WHEREAS, Owner has agreed to allow User to use the facilities 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 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
Name of User's contact person
 coordinate the details of usage.

2. **Fee Agreement.** User agrees to pay Owner _____ for the use of the premises.
Amount

Non-Fee Agreement. In consideration for the benefit of using Owner's facilities, User agrees to abide by all the terms and conditions of use described in this agreement.

3. 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.

4. 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.

5. User agrees to abide by any rules or regulations for the use of the premises that are attached to this agreement.

6. **Organizational Users.** User promises and warrants that it carries liability insurance with a minimum liability occurrence limit of \$1,000,000. The User will provide a certificate of insurance to the Owner at least seven days prior to the date upon which the User begins to use the above described premises. The certificate of insurance will indicate that User has made Owner an "additional insured" on User's policy with respect to the use by User of the above described premises.

Individual Users. User promises and warrants that User will obtain signed Activity Participation Agreements (either provided by or acceptable to Owner) from each participant in the activity. If the participants are minors, User will obtain the signature of at least one parent or legal guardian on each Activity Participation Agreement.

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.

Dated this _____ day of _____, _____.

day month year

Owner

User

Signer's Name

Signer's Name

Position with Owner (title)

Position with User (title)

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Lending Your Church Facilities

The key issue with loaning or renting church buildings to outside organizations is that your church can be held liable for accidents or injuries, even if your ministry is not the event sponsor. A secondary issue is security. Ministry items could be damaged or stolen while the building is open for other groups' events. If you haven't taken steps to secure valuables, your ministry may bear the cost of replacing missing items.

	Yes	Needs Attention
1. Is the other organization's reputation well established and generally accepted by your community?	<input type="checkbox"/>	<input type="checkbox"/>
2. Do you have a signed <i>Use of Facility</i> written agreement with the outside organization?	<input type="checkbox"/>	<input type="checkbox"/>
3. Does the agreement contain a "hold harmless," indemnity, and defense clause for any liability claims arising from the borrower's activities on your premises?	<input type="checkbox"/>	<input type="checkbox"/>
4. If you have a Use of Facility agreement, did your attorney review it to make sure it complies with your state laws?	<input type="checkbox"/>	<input type="checkbox"/>
5. Does the agreement require that the borrower have a public liability insurance policy with at least \$1 million limit of liability coverage and \$5,000 limit of medical payments coverage?	<input type="checkbox"/>	<input type="checkbox"/>
6. Does the agreement require that your organization be named as an "additional insured" on the borrower's policy for liability damages resulting from its activities on your premises?	<input type="checkbox"/>	<input type="checkbox"/>
7. Does the agreement require the borrowers to furnish you with a certificate of insurance that proves coverage and shows your organization as an additional insured?	<input type="checkbox"/>	<input type="checkbox"/>
8. Will the group's activities cause undue wear and tear on your facilities?	<input type="checkbox"/>	<input type="checkbox"/>
9. Are the group's activities of a high-risk nature in which people might be easily injured?	<input type="checkbox"/>	<input type="checkbox"/>

(Continued on back)

Building/Property Checklist

	Yes	Needs Attention
10. Will the group be confined to one specific area of your building, or will multiple rooms be required?	<input type="checkbox"/>	<input type="checkbox"/>
11. If the group using your facility works with children or youth, will there be adequate adult supervision?	<input type="checkbox"/>	<input type="checkbox"/>

(Continued)

Notes: _____

Completed by: _____ Date: _____