This agreement by and between ___________________________ ("Owner"), and ___________________________ ("User"),
will take effect on the ______ day of _______ _______ and will continue for a period of ________.

WHEREAS, Owner owns premises located at ___________________________, and
which is normally used for ________, and
WHEREAS, User desires to use the ________ area of the facilities for the
purpose of ________, and
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
   coordinate the details of usage.

   ___________ ___________  ___________ _______
   Name of User's contact person

2. ☐ Fee Agreement. User agrees to pay Owner ________________ for the use of the premises.

☐ 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.
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 ___ month ___ year__.

**Owner**

<table>
<thead>
<tr>
<th>Signer’s Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Position with Owner (title)</td>
</tr>
</tbody>
</table>

**User**

<table>
<thead>
<tr>
<th>Signer’s Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Position with User (title)</td>
</tr>
</tbody>
</table>

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.
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.

1. Is the other organization’s reputation well established and generally accepted by your community?  

2. Do you have a signed Use of Facility written agreement with the outside organization?  

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?  

4. If you have a Use of Facility agreement, did your attorney review it to make sure it complies with your state laws?  

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?  

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?  

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?  

8. Will the group’s activities cause undue wear and tear on your facilities?  

9. Are the group’s activities of a high-risk nature in which people might be easily injured?

(Continued on back)
10. Will the group be confined to one specific area of your building, or will multiple rooms be required?  
[ ] Yes  [ ] Needs Attention

11. If the group using your facility works with children or youth, will there be adequate adult supervision?  
[ ] Yes  [ ] Needs Attention

(Continued)

Notes: ____________________________________________________________

_______________________________________________________________

_______________________________________________________________

Completed by: ____________________________ Date: ____________________________

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