

Facilities Use Agreement

This agreement by and between _____ (“Owner”), and _____ (“User”), will take effect on _____ and will continue until _____.

WHEREAS, Owner owns premises located at _____.

WHEREAS, User desires to use _____, 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 *(date and time, includes set-up, clean-up and rehearsal time)*: The dates described above.

Owner contact: _____ (Phone: _____; Email: _____) is the contact person for Owner and _____ (Phone: _____; Email: _____) is the contact person for User to coordinate the details of usage.

2. Fee Agreement. User agrees to pay _____ per month, payable not later that the 5th day of each month, for the use of the premises.
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. In the event the city or county imposes any taxes, fees or charges related to Users use of the premises User agrees to pay any and all such fees or charges.
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. It is agreed that no parking shall be allowed on Sunday mornings. User agrees that its use of the parking lot will not be in conflict with Owner’s use of the parking lot in the event of special occasions such as special church services, holiday services, funerals, etc. In such case Owner will advise User that the premises will not be available for parking until such event is over. User will be allowed to use Owners parking lot for User’s special events no more than six (6) times during the term of this agreement provided that User has given Owner at least 3 weeks advance written notice and such event will not be in conflict with an Owner event.
6. Insurance. 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.

7. Indemnification. 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 parking areas, 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. In the event that Owner must cancel this agreement, User will be entitled to any deposit or pro rata rent 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. Additional Terms (include additional page if necessary). _____
_____.
14. 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

By: _____

Its: _____

User

By: _____

Its: _____