

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

Organization/User Name hereinafter called *User*:

Text

Organization FEIN, if it has employees:

Text

Church Name hereinafter called *Church*:

Church of Christ Mt. Washington

Authorized Purpose:

Text

Date(s) Facility Use begins and ends, inclusive:

Text

Total User Fees (if any):

Text

User Deposit (if any):

Text

WHEREAS, 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 for use of the facilities that are attached to this agreement, including the capacity limit of 49 persons.
3. User agrees that the Church provides no supervision or control over the facilities when being used by the User.
4. The User shall provide insurance by one of the following means:
 - a. User shall promise and warrant that it carries General Liability insurance with a minimum per occurrence limit of \$1,000,000, providing coverage for bodily injury and property damage. User will provide a Certificate of Insurance to the Church at least 7 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 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."
 - b. If the User does not carry General Liability insurance as described in the prior subsection, then the User shall obtain and maintain a Tenants' and Users' Liability Insurance Policy (TULIP) for the duration of the event, with a minimum coverage limit of \$1,000,000 dollars. The Tenant User shall provide proof of such insurance to the Facility Owner prior to the event. Failure to obtain and maintain a TULIP policy may result in denial of access to the Facility and/or financial penalties.
5. User shall to the maximum extent permitted by law, indemnify and hold harmless and defend Church (including Church's trustees, officers, directors, employees, representatives 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 and any of its trustees, officers, directors, employees, invitees, licensees, representatives, 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 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,
 - 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 7 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. Church and User agree that any disputes arising under this agreement will be resolved via a mutually acceptable alternative dispute resolution process. If Church and User cannot agree upon such a process, the dispute will be submitted to a three-member arbitration panel of the American Arbitration association for final resolution.

CHURCH NAME Church of Christ Mt. Washington	VENDOR/CONTRACTOR NAME Text
BY: (signature) NAME: Text TITLE: Text DATE: Text	BY: (signature) NAME: Text TITLE: Text DATE: Text