

FACILITIES USE AGREEMENT

This Agreement is entered into this _____ day of _____, _____ by and between

_____ and _____ of
Name of Church Licensee

City & State of Licensee

In consideration of the mutual promises and conditions contained herein, Church and Licensee agree as follows:

1. Grant of License

Church grants Licensee a license to use the premises as follow:

A. Description of Premises

B. Personal Property/Resources (if any)

C. Purpose(s)

D. Date(s) and Time(s) Term

2. Term of License

This License shall be effective as of and continue through the dates and times described above. Licensee shall promptly vacate the premises at the end of the license term.

3. Payment Terms

Licensee agrees to the following payment terms:

A. Deposit. Upon execution of this Agreement, Licensee shall pay the Church a deposit representing one-half of the fee for the use of the Licensed Premises. Payment of the deposit shall reserve the premises and facilities for Licensee's use. Until such deposit actually received, the Church may offer and license the premises and facilities to other potential licensees.

B. Final Bill. In the absence of an express billing arrangement to the contrary, Licensee shall be presented with and pay a final bill prior to Licensee's use of the premises.

C. Sales Tax/Other Applicable Taxes. The final bill shall include all state applicable taxes. Any request for an exemption from the payment of sales tax must be accompanied, in advance, by proof of exemption.

4. Terms of Use

Licensee agrees that its use of the premises and facilities is subject to the following terms and conditions:

A. Licensee shall use only the premises and personal property/resources describe in paragraph one above, only for the purposes stated in this Agreement. Licensee shall not use any other Church property and resource and shall be responsible for any damages caused by the unauthorized use of such property or resource.

B. Licensee shall comply with all Church policies, rules and regulations.

C. Licensee shall comply with all applicable municipal, county, state and federal laws and regulations.

D. Licensee shall place no signs or temporary structure on the premises without obtaining advance written approval from Church. Any signs or temporary structures placed on the premises by Licensee shall be promptly removed at the end of the license term.

E. Licensee shall not create any nuisance or disturb the quiet enjoyment of anyone utilizing adjacent or common premises and facilities.

F. Licensee expressly acknowledges that the sale, possession, consumption and use of alcoholic beverages, tobacco, and illegal drugs are forbidden on all Church premises.

G. Licensee expressly acknowledges that the use and possession of weapons and firearms are forbidden on all Church Premises.
H. In the event Licensee's use of the premises and facilities involves participants who are minors (including the minor children of participants), then Licensee shall be responsible for the safety of all such minors and shall place such minors under the constant supervision and control of a responsible adult. Licensee shall be responsible for conducting suitable and thorough background checks on all persons supervising minor children. Licensee shall further be responsible for obtaining a properly completed and signed Authorization from the custodial parent(s) of any minor child who will participate in Licensee's use of the premises and facilities without the presence of his or her custodial parent(s).

Licensee understands and agrees (i) that it is responsible for all actions of its participants and guests, (ii) that any person(s) in violation of the foregoing terms of use will be expected to immediately vacate the premises of Church, and (iii) that Church reserves the right to immediately terminate this Agreement and Licensee's use of the premises and facilities in the event of any violation of the foregoing terms of use without liability to Church.

5. Surrender of Premises

Licensee shall surrender the premises and personal property described in paragraph one above, including all furniture and fixtures, upon termination of the license in the same condition as they were delivered upon commencement of the license, normal wear and tear expected. Licensee shall be responsible for the repair and/or replacement of any Church property/resource that is damaged or removed during the license term.

6. Indemnity

Church and its officers, directors, agents, members, and employees shall be free from all liability and claims for damages by reason of any injury allegedly sustained by any person or to any property that is in any way connected to Licensee's use of the premises during the license term or any extension thereof. Licensee expressly agrees to defend, indemnify and hold harmless Church, its officers, members, agents, and employees, from and against any and all actions, suits, demands, losses claims, and liabilities arising out of any such injuries or property loss however occurring, including reasonable actual attorneys' fees and all other costs of defending any claim.

7. Insurance

Licensee warrants that it carries general liability, medical, and property insurance in amounts sufficient to cover the risks and exposures resulting from its use of the premises pursuant to the terms of this Agreement. Specifically, Licensee warrants that it carries general liability insurance in the amount of not less than one million dollars (\$1,000,000) per occurrence, three million dollars (\$3,000,000) aggregate. Licensee further agrees to have Church named as an additional insured on Licensee's insurance policies and will, prior to the license term commencement date, provide a certificate of insurance to Church naming Church as an additional insured. In addition to any other remedies that may be available, Church may terminate this Agreement and retain any deposit paid by Licensee in the event such certificates are not provided by Licensee prior to the license commencement date.

8. Unforeseen Events

Church shall have no obligation to make its premises and facilities available to Licensee by reason of an act of God, inclement weather (as determined by Church), strike, illness, any act or order of public authority, or other unforeseen event beyond the control of Church. In such an event, Church shall have no liability to Licensee.

9. General Provisions

- A. No Warranty. Church does not warrant or represent that the premises and facilities are safe and suitable for Licensee's purposes. Licensee expressly acknowledges for itself and for all persons who will be utilizing the premises and facilities in connection with Licensee's purposes that Church is providing the premises and facilities on an "as is" basis.
- B. No Waiver. No waiver by either party or any breach of this Agreement shall be deemed a waiver of any preceding or succeeding breach.
- C. Assignment. This Agreement may not be assigned by either party.
- D. No Landlord-Tenant Relationship. Church and Licensee expressly agree that this Agreement shall not operate or be construed to create a Landlord-Tenant relationship between Church and Licensee under any circumstances.
- E. Entire Agreement/Amendment. This Agreement and attachment constitute the entire Agreement between Church and Licensee and there are no oral representations, warranties, and promises pertaining to this Agreement that are not contained in writing in this Agreement. This Agreement may be modified or amended only by subsequent written agreement signed by duly authorized representatives of Church and Licensee.

IN WITNESS WHEREOF, Church and Licensee have executed this Agreement as of the date first above written.

CHURCH

LICENSEE

Signature of Church Representative

Signature

Printed Name of Church Representative

Printed Name

Title

Title