

Highland Ministries Facility Use Agreement

WHEREAS, the Church agrees to permit the User to use the Church and its facilities for the Authorized Purpose detailed in the Facilities Use Form, 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.
3. User agrees that the Church provides no supervision or control over the facilities when being used by the User. If the activity involves children under the age of 18, there must be at least two (2) adults supervising at all times.
4. User promises and warrants that it carries General Liability insurance with a minimum per occurrence limit of \$1,000,000, providing coverage for bodily injury and property damage. Coverage will include \$10,000 for medical payments (including participants – a participant accident policy also meets this requirement if athletics or students are involve in the use of Church facilities). User will provide a Certificate of Insurance to the Church at least 14 days prior to the date upon which the User begins use of the described premises. The Certificate of Insurance will be accompanied by an “additional insured” endorsement or blanket endorsement with respect to the use by User of the facilities under their general liability policy. If the User’s uses of the facilities involve children or youth then verification of abuse coverage shall be provided and User’s with employees much include verification of workers’ compensation. User’s insurance shall be primary and non-contributory with any other insurance carried by the additional insured.
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. If the facilities are not returned to their pre-use condition, a \$25.00 an hour clean-up fee will be charged, with a one-hour minimum.
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. User agrees any assigned keys to Highland facilities are NOT to be loaned or copied. Additionally, if you unlock a door, you must lock it back, as well. Do not give this responsibility to anyone else.
9. User agrees that when user receives authorization to use facilities, it is for the requested and agreed upon time and activity space/location only. User also agrees there is no unlimited use of the facility in unauthorized areas, nor removal of church equipment or furnishings from the premises.
10. Church and User agree all kitchen use must be pre-approved by the Kitchen Manager. Further, all cooking and eating utensils must be cleaned, dried and returned to their appropriate storage compartments after use.
11. User agrees the Sanctuary is off limits, except as specifically requested and approved and shall be used only in a reverent and orderly fashion.
12. This agreement may be cancelled unilaterally by either party with _____ days written notice to the other party.
13. 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.
14. 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 and User agree on the above-referenced terms and conditions on this _____ day of _____, 20____, as evidenced by signatures of both parties below.

Highland United Church of Christ

Organization/User Name

By: (signature)

By: (signature)

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____