[Name of Church] Facilities Use Agreement

 This Facilities Use Agreement governs the use of any property, facilities, or other resources (hereafter “facilities”) owned, leased, or managed by **[Name of Church]**. Anyone using our facilities (hereafter “User”) must and hereby does agree to abide by the terms of this Agreement and all other rules, restrictions, or instructions from the **[Name of Church]** (hereafter “Church”) regarding the use of Church facilities. User hereby agrees to the following general guidelines:

1. User agrees to pay $\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in advance to defray the costs of using Church facilities.
2. User hereby takes responsibility and liability for anyone who uses the Church facilities in connection to User’s obtaining permission to use the Church facilities. The undersigned User shall fulfill the obligations of this Agreement on behalf of anyone using the facilities in connection with User entering into this Agreement.
3. All requests for use of Church facilities are subject to approval of the Church and may be withheld or withdrawn for any purpose whatever.
4. User agrees that that it will not allow Church facilities to be used for any unlawful purpose, and will obey all laws, rules, and regulations of all governmental authorities while using the Church facilities.
5. User agrees to abide by all Church guidelines, requirements, rules, and other restrictions set forth by the Church.
6. User agrees to use caution in their activities involving Church facilities and take responsibility for preventing harm to their guests, other people, and the facilities. User agrees to provide adequate supervision for any children or young people involved in User’s activities in the Church facilities.
7. User agrees to return the facilities to a clean and orderly state after using the facilities. 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.
8. 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.
9. This agreement may be cancelled unilaterally by either party with written notice to the other party. In the event the Church cancels this agreement, User will be entitled to a refund of any deposit User has paid. However, in no event will the Church 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.
10. If User is an organization, User agrees to provide a certificate of insurance covering any harm to the facilities or people arising from User’s use of the facilities.
11. User agrees to indemnify and hold harmless the **[Name of Church]**, its officers, employees, members, and other representatives from and against any claims, liabilities, losses, damages, actions, costs, and expenses (including attorney’s fees and legal costs) arising out of User’s use of the Church’s facilities.
12. In the event Church facilities are damaged by User, then User shall accept the amount of repair and/or replacement costs determined by the Church or their designee and shall pay the Church for such repair and/or replacement costs on demand.
13. User shall not grant permission to use the Church facilities to any other persons(s) or organization(s) than those specifically agreed to by the Church.
14. User shall not allow any of the following to be connected with use of the Church’s facilities: alcohol, illicit drugs, tobacco, gambling, lasciviousness, promiscuity, immodesty, immorality, indecency, homosexuality, transgenderism, sexual deviancy, profanity, or disrespectful behavior. The Church shall have complete authority to decide what activities violate these principles.
15. User shall not allow any use of the Church’s facilities that might endanger the Church’s status as a tax-exempt entity.
16. 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.
17. The Church and User agree that any disputes arising under this agreement will be resolved via a mutually acceptable alternative dispute resolution process. If the Church and User cannot mutually agree upon such a process, the dispute will be submitted to a three-member arbitration panel of lawyers selected by an eldership of another Church of Christ selected by the Church.

This document contains the entire agreement of the parties and supersedes all prior written or oral agreements relating to the subject matter.

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|  | **User:** |
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