

**Best Practices:**

- Seek legal advice related to any state-specific issues related to the Facilities Use Agreement.
- Have your insurance agent, broker or carrier confirm that the Third-Party User has satisfied the insurance requirements set forth in Paragraph No. 13, below.
- Ensure that Licensee Representative has authority to sign the Facilities Use Agreement on behalf of Licensee.

# MyOrganization

## FACILITIES USE AGREEMENT

Date: \_\_\_\_\_

This Facilities Use Agreement (“Agreement”) is entered into between **MyOrganization** (“**MyOrganization**”) and \_\_\_\_\_ (the “Licensee”).

Subject to the terms herein, **MyOrganization** agrees to make specific **MyOrganization** facilities, as identified in paragraph 1, available for use by the Licensee. Licensee accepts and agrees to use the facilities strictly in accordance with this Agreement and **MyOrganization’s** rules, policies, mission, goals, and ministry philosophy.

Licensee understands and agrees that use of **MyOrganization’s** facilities for non-**MyOrganization** activities and events is strictly limited to use that does not interfere with **MyOrganization’s** enjoyment and use of such facilities, and is not contrary to **MyOrganization’s** operations, missions, goals and ministry philosophy.

Facility use will not be permitted to individuals or groups holding, advancing or advocating beliefs or practices that conflict with **MyOrganization’s** faith or moral teachings, which are summarized in its **Facilities Use Policy**. Nor may **MyOrganization** facilities be used for activities that contradict, or are deemed inconsistent with, **MyOrganization’s** faith or moral teachings. The **Administrator of MyOrganization**, or his/her official designee, is the final decision-maker concerning use of **MyOrganization** facilities.

In no event shall individuals or groups who hold, advance, or advocate beliefs, or engage in practices that contradict **MyOrganization’s** Mission and Vision use **MyOrganization** facilities. This policy applies to all **MyOrganization** facilities and properties.

Groups or individuals requesting use of facilities must affirm that their beliefs and practices and planned uses of the facilities are consistent with **MyOrganization’s** faith and practice. The group or individual seeking use of facilities must submit a signed **MyOrganization** Facilities Reservation Request and Agreement form. **MyOrganization** may reject any request for the use of its facilities at any time.

Therefore, in consideration of the mutual promises and obligations contained herein, **MyOrganization** and Licensee further agree:

**1. FACILITIES & ACTIVITY**

Subject to the terms of this Agreement, Licensee requests use of **MyOrganization** facilities, and **MyOrganization** accepts such request, as follows:

- (i) Specific facilities to be utilized: \_\_\_\_\_
- (ii) Activity to take place: \_\_\_\_\_
- (iii) Date and time of activity: \_\_\_\_\_

**2. SCHEDULING & CONFLICTS**

Only the facilities described in paragraph 1 of this Agreement will be used and the facilities will be used by Licensee only for the purpose stated herein. Should a scheduling conflict occur, **MyOrganization** activities will take precedence and Licensee’s use of the facilities may be canceled at the sole discretion of **MyOrganization**. At all times, all **MyOrganization** activities shall have a priority right to use all facilities and property. Should a conflict arise and the facilities be unavailable, **MyOrganization’s** sole liability will be to return to the Licensee any monies paid under this Agreement.

**3. CLEANING & DAMAGE**

Licensee agrees that Licensee is responsible for return of the facilities used in the same condition in which such facilities were received by Licensee. Any and all costs of cleanup, repair or replacement of **MyOrganization’s** facilities, equipment or property as a result of Licensee’s use thereof shall be paid by Licensee. Specifically, Licensee is responsible for any and all damages resulting from the use of the facilities and will be liable for all costs necessary to restore the facilities to their state of cleanliness and repair at the time of occupancy. **MyOrganization** shall have the sole discretion to determine whether the facilities are returned in the same state of cleanliness and repair in which they were received by Licensee and whether any cleanup, repairs, or replacements are necessary. Should cleanup, repairs or replacements be necessary, **MyOrganization** retains the sole right to select vendors, contractors or employees to perform such work and to take all actions necessary or appropriate, including any purchases or expenditures, to clean up, repair or replace the facilities at Licensee’s expense.

**4. USAGE FEE**

Licensee agrees to pay **MyOrganization** a usage fee (“Usage Fee”) in the amount of \$ \_\_\_\_\_ plus such other payments as may be required herein. The Usage Fee shall be paid in full at the time of execution of this Agreement. **MyOrganization** will invoice Licensee for any other fees and costs set forth in this Agreement. Licensee agrees to pay the invoices within 30 days of the invoice date.

The terms of this Agreement are conditioned upon the receipt by **MyOrganization** of the Usage Fee in the amount of \$ \_\_\_\_\_ from Licensee on or before \_\_\_\_\_ (“Usage

Fee Deadline”). If **MyOrganization** does not receive the Usage Fee on or before the Usage Fee Deadline, this Agreement shall be null and void.

## 5. CONDUCT & CHILD PROTECTION

Licensee shall be solely responsible for the conduct and welfare of all persons assisting Licensee while on **MyOrganization** premises. Licensee agrees that a **MyOrganization** representative may, at **MyOrganization’s** sole discretion, be present at all times.

\_\_\_\_\_ [*Licensee Initials*]

Licensee will be responsible for all children or minors attending any function or event and will properly supervise, in an appropriate adult-to-child ratio, any children or minors participating in the event.

\_\_\_\_\_ [*Licensee Initials*]

Licensee will verify that all staff members, chaperones, or volunteers supervising the activity or event have been properly screened for Child Protection purposes, including the risk of child sexual abuse, BEFORE interacting with children or minors on **MyOrganization** property.

\_\_\_\_\_ [*Licensee Initials*]

Licensee shall perform, at its expense, background checks on all of Licensee’s employees, volunteers, agents or representatives who will be on **MyOrganization’s** campus at any time (“Licensee’s Agents”). Such background checks shall be performed in a manner and by a vendor acceptable to **MyOrganization**.

\_\_\_\_\_ [*name of Background Check Provider*]

By entering into this Agreement, Licensee represents that all Licensee’s Agents have successfully completed a background check within the last two years. In the event this Agreement contemplates a term of more than one year, Licensee will ensure that all background checks on Licensee’s Agents are renewed at least every two (2) years.

\_\_\_\_\_ [*Licensee Initials*]

Licensee represents that none of Licensee’s Agents: (a) are registered sex offenders; (b) **have been convicted of a state or federal offense that involves harm to a child**. Licensee shall not under any circumstance assign or allow any individual identified under (a) or (b) to the **MyOrganization** campus. **MyOrganization** reserves the right to immediately remove any of Licensee’s Agents from **MyOrganization** property at any time for any reason. **MyOrganization** may request that proof of a background check be provided and may require that additional background checks be performed related to any of Licensee’s Agents.

\_\_\_\_\_ [*Licensee Initials*]

Licensee will verify that Licensee has policies in place meant to address Child Protection issues, including the risk of child sexual abuse, and that these policies are known to and followed by staff members, chaperones or volunteers involved in an activity occurring on church property.

\_\_\_\_\_ [*Licensee Initials*]

Licensee will verify that Licensee provides Sexual Abuse Awareness Training to staff members, chaperones or volunteers involved in any function, event or activity occurring on church property to understand the risk of child sexual abuse inherent in programs providing services to children or minors. This training includes information intended to enable staff members or volunteers to recognize sexual abuse offender characteristics and behaviors, as well as legal reporting requirements within the state of [REDACTED].

\_\_\_\_\_ [*Licensee Initials*]

Other restrictions and limitations may apply to the number of permitted attendees, including fire, safety, service and other rules and restrictions imposed by **MyOrganization**, in its sole discretion.

\_\_\_\_\_ [*Licensee Initials*]

## 6. NOTICE OF CANCELLATION

Licensee must give written notice of cancellation (“Cancellation Notice”) of its use of the facilities to the **Administrator of MyOrganization** at least 72 hours before the first date of use of the facilities set forth herein (“Cancellation Deadline”). If a Cancellation Notice is received, all amounts paid under this Agreement will be refunded to Licensee. If a Cancellation Notice is not received by the Cancellation Deadline, Licensee shall pay the full amount of the Usage Fee set forth in paragraph 4 of this Agreement.

## 7. MISCELLANEOUS

Licensee understands and agrees:

- (i) the consumption of alcoholic beverages or drugs is strictly prohibited on **MyOrganization** property and Licensee hereby agrees to forbid and take all necessary steps to prevent the consumption of alcoholic beverages and drugs, or the occurrence of any illegal activities on **MyOrganization** property or in **MyOrganization** facilities during the time of Licensee’s use thereof;
- (ii) that in the use of **MyOrganization** facilities, Licensee will not discriminate against any individual or group because of race, national origin, sex (except where there is a bona fide qualification for such activity), age or disability in the use of such facilities;
- (iii) that no endorsement of the event by **MyOrganization** is or will be implied in any way by Licensee. Licensee shall not use or provide **MyOrganization’s** name or logo in any manner or media connection with the event without the prior written approval of **MyOrganization**;
- (iv) that no merchandise of any description will be offered for sale

unless listed and specifically agreed to by **MyOrganization** in writing prior to the event;

- (v) that no fee, by ticket or otherwise, will be charged by Licensee unless specifically agreed to by **MyOrganization** in writing prior to the event;
- (vi) that no weapons, firearms or other dangerous objects will be brought on **MyOrganization** property except by law enforcement officers;
- (vii) granting of Licensee's request for facilities use is subject to **MyOrganization's** right to manage and supervise its property under the normal rules governing its operation. **MyOrganization** may in its sole discretion require that security officers be present on campus beyond typical requirements during the time Licensee uses the facilities. In such a case, security officers will be provided by **MyOrganization** at Licensee's expense.
- (viii) Licensee is restricted to those areas of the facility that the group has reserved. Licensee is not to use or operate any **MyOrganization** equipment other than that specified in the contract. No person may enter or remain in any **MyOrganization** building or site except when engaged in an approved or scheduled activity, or during attendance as a regularly enrolled student or staff member of **MyOrganization**. Further, no individual shall willfully or maliciously make or cause any noise, disturbance or diversion in or near the facility.
- (ix) Smoking, fighting, abusive or foul language, violent behavior, gambling, disruptive activities, open flames (candles), fireworks and dangerous materials are prohibited.
- (x) Food and beverages in classrooms or any other area of facilities must be approved in advance by the Administrator of **MyOrganization** or his/her designee.
- (xi) All lights must be turned off and doors locked upon departure.
- (xii) Licensee is responsible for providing all supplies and materials necessary.
- (xiii) All individuals, groups, staff members, volunteers, and/or organizations authorized to use **MyOrganization** facilities for activities which are **MyOrganization** related, shall be responsible for providing adequate supervision, and for complying with all **MyOrganization** rules and regulations.

## 8. TERMINATION

**MyOrganization** may terminate this Agreement at any time with or without reason or cause. If **MyOrganization** terminates this Agreement, its liability is limited to return of any monies paid under this Agreement. In the event **MyOrganization** is unable to furnish the facility requested for any reason, **MyOrganization's** liability shall be limited to return of any monies paid under this Agreement.

## 9. OPPORTUNITY TO INSPECT

Licensee has had the opportunity to inspect the facilities and acknowledges and agrees that the facilities are provided for Licensee's use in an "as is, where is" condition without a warranty of any kind, express or implied, including any warranty that the facilities are merchantable or fit for Licensee's particular purpose, and shall be used at Licensee's own risk.

## 10. WAIVER & SAFETY DISCLAIMER

Licensee agrees that **MyOrganization** undertakes no obligation whatsoever for the safety or security of any property or person, including but not limited to, Licensee, or any of the employees, subcontractors, agents, representatives, participants, invitees or attendees of Licensee. Licensee hereby releases **MyOrganization**, its trustees, administrators, officers, agents, employees, volunteers, and insurers from any and all liability and responsibility arising out of or in connection with Licensee's use of the facilities. Licensee agrees not to block fire doors, means of egress, block or tamper with any fire protective device.

## 11. INDEMNITY

Licensee hereby agrees to indemnify, hold harmless, protect and defend **MyOrganization** and its trustees, administrators, officers, agents, employees, student representatives, volunteers, and insurers (collectively, the "Indemnified Parties") for, from and against all losses, liabilities, claims, demands, suits, damages, costs and expenses including, but not limited to, court costs and attorney fees directly or indirectly arising out of any property damage or loss, bodily injuries, sickness, disease or death in connection with or arising out of Licensee's use of the facilities.

The Indemnified Parties shall give prompt notice to Licensee of any action commenced against it or any claim asserted against it in respect of which indemnity may be sought hereunder, but failure to so notify Licensee shall not relieve Licensee from any liability that Licensee may have under this Indemnity. Should it become necessary for any Indemnified Party to incur any expenses, or become obligated to pay any attorneys' fees or court costs in connection with this Indemnity, including the enforcement hereof, Licensee agrees to pay such expenses, attorneys' fees, or court costs to Indemnified Party within a reasonable time, which in no event shall exceed 30 days after receiving written notice from any Indemnified Party of the incurring of such expenses, attorneys' fees or court costs. The terms of the Indemnity shall bind and inure to the benefit of the Indemnified parties and their heirs, legal representatives, successors and assigns.

## 12. LEGAL

Licensee warrants and certifies that in the use of **MyOrganization** facilities, it has

complied with or will comply with all applicable federal, state and local laws.

This Agreement reflects the entire agreement between Licensee and **MyOrganization** and may not be amended except in writing and signed by the **Administrator of MyOrganization** and Licensee. Licensee may not assign any rights under this Agreement, without the prior written approval of **MyOrganization**.

Licensee and **MyOrganization** stipulate and consent to the exclusive personal and subject matter jurisdiction of the state and federal courts in [state] for any disputes arising out of or related to this Agreement. This Agreement shall be governed and construed by the substantive laws of the State of [state] without regard to the choice of law rules of any other jurisdiction.

In case of medical or other emergency situations, Licensee agrees to notify the Administrator of **MyOrganization** so he/she can create a report of the incident, if necessary.

Each individual executing this Agreement represents that he or she has full authority to execute this Agreement on behalf of the party for which he or she is signing.

In the event any one or more of the provisions contained in this agreement shall, for any reason, be held invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provisions of the Agreement, and the Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

### 13. INSURANCE

Licensee agrees to obtain and maintain commercial general liability insurance providing policy limits of at least \$1 million per incident and \$2 million aggregate liability coverage, in which **MyOrganization** is endorsed as an additional insured, and **MyOrganization** is fully covered and indemnified against sexual misconduct, property damage, personal or bodily injury, or any other liability or damages ever sought from **MyOrganization**, its trustees, administrators, officers, agents, employees, student representatives, volunteers, and insurers. Such insurance shall be from an insurer acceptable to **MyOrganization** and Licensee shall provide a certificate of such insurance to **MyOrganization** at least two weeks prior to the event. If **MyOrganization** does not receive the Certificate of Insurance at least two weeks prior to the event, this Agreement shall be null and void.

\_\_\_\_\_ [name of Licensee's insurance company]

### INSURANCE ACKNOWLEDGMENT

Appropriate Insurance furnished      YES      or      NO

### SIGNATORIES

LICENSEE

MYORGANIZATION

---

Licensee Representative

---

MyOrganization Representative

---

Licensee Organization

---

Position with Licensee