

## FACILITY USE AGREEMENT

It is agreed between \_\_\_\_\_,  
hereinafter referred to as PROPERTY OWNER/LANDLORD and \_\_\_\_\_,  
hereinafter referred to as USER, that the PROPERTY OWNER/LANDLORD, shall allow the USER  
access and the use of the FACILITY, located at \_\_\_\_\_,  
as conditioned and described below, subject to all the policies and procedures of PROPERTY  
OWNER/LANDLORD, in consideration of \$\_\_\_\_\_ Per \_\_\_\_\_ or ☐ none.

Facility space  
to be used \_\_\_\_\_  
Day(s) or  
Date(s) to be  
used \_\_\_\_\_

Time needed From: \_\_\_\_\_ To: \_\_\_\_\_

Is an admission  
fee charged? Yes \_\_\_\_\_ No \_\_\_\_\_ Amount \$ \_\_\_\_\_

Describe  
activity \_\_\_\_\_

Special  
equipment  
needs: \_\_\_\_\_ Exhibit Attached?  
Yes \_\_\_\_\_ No \_\_\_\_\_

Special  
personnel  
needed: \_\_\_\_\_ Exhibit Attached?  
Yes \_\_\_\_\_ No \_\_\_\_\_

Note: PROPERTY OWNER/LANDLORD is not responsible to provide any special equipment or personnel unless the same has been specifically agreed to by the PROPERTY OWNER/LANDLORD and the USER, and the specific related terms for the special equipment or personnel have been set forth on the attached Exhibit "A."

The undersigned \_\_\_\_\_ has been given authority by the Landlord's Session to act for and be responsible for the Landlord, specific to and limited to the terms of this Building Use Agreement.

The undersigned has been given authority by the USER to act for and be responsible for the USER making this application. USER will see that the FACILITY is not misused or abused, that there is proper adult supervision at all times, that the FACILITY is used in conformity with all policies and regulations of the PROPERTY OWNER/LANDLORD, and that all other terms of this BUILDING/FACILITY USE AGREEMENT are adhered to and followed.

The undersigned understands and agrees that this BUILDING/FACILITY USE AGREEMENT does not establish an employer-employee relationship between USER and PROPERTY OWNER/LANDLORD, that the event is neither a conducted event nor a sponsored event of PROPERTY OWNER/LANDLORD. In addition, it is understood that PROPERTY OWNER/LANDLORD will not exercise any physical or other control over the operation of the event other than those already spelled out in this BUILDING/FACILITY USE AGREEMENT. In addition, USER understands that PROPERTY OWNER/LANDLORD is not providing any supervision by this agreement.

#### PROMISES OR WARRANTIES

☐

USER understands that no promises are made otherwise than what is contained in this agreement, that no warranties have been made that the FACILITY will be adequate for USER's planned use, and that USER accepts the FACILITY in an AS IS condition. **USER to initial box to left.**

☐

USER has inspected the facility to be used and has independently determined that it is suitable and safe for their particular purpose. **USER to initial box to left.**

**Supervision of Minors.** In the event USER is using the property for any purpose that will require adult interaction with or supervision of minors (Children under age eighteen), USER will comply with all applicable state, federal and local rules or laws regarding child safety and background checks and child abuse clearances.

#### LIABILITY INSURANCE

USER at its sole cost and expense shall maintain during the DATE(S) OF USE of this agreement public liability insurance insuring against ALL liability of USER, PROPERTY OWNER/LANDLORD, and their authorized representatives arising out of and in connection with USER'S use of the FACILITY, with a single liability limit of:

✓ Check Appropriate Box

☐ \$500,000

☐ \$1,000,000

☐ \$\_\_\_\_\_

**PROPERTY DAMAGE INSURANCE**

USER also at its sole cost and expense shall maintain during the DATE(S) OF USE of this agreement property damage limits covering the facility to be used of not less than:

✓ Check Appropriate Box

☐ \$500,000

☐ \$1,000,000

☐ \$ \_\_\_\_\_

It is the intention of both USER and PROPERTY OWNER/LANDLORD that both the public liability and property damage insurance shall insure performance by USER of the express indemnity provision contained below. However, the limits of such insurance shall not limit the liability of the USER hereunder.

PROPERTY OWNER/LANDLORD shall be named as an additional named insured on the insurance policy purchased by USER, which is the subject of this agreement.

USER agrees to provide PROPERTY OWNER/LANDLORD with a copy of the certificate of insurance evidencing that it has complied with the insurance requirement of this agreement.

**EXPRESS INDEMNITY**

USER agrees to save, indemnify, and keep harmless PROPERTY OWNER/LANDLORD against any and all liability, claims, judgments, or demands, including demands arising from injuries or death of persons (USER'S employees included) and damage to property, arising directly or indirectly out of obligations herein undertaken or out of the operations conducted by USER, save and except claims or litigation arising through the sole negligence or sole willful misconduct of PROPERTY OWNER/LANDLORD. It is the intention of the parties that the indemnity provided for by this agreement provides for indemnity to the fullest extent provided for by law.

Signed \_\_\_\_\_

Landlord

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

Print Name: \_\_\_\_\_

Signed \_\_\_\_\_

User

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

Print Name: \_\_\_\_\_