

FACILITY USE AGREEMENT

THIS FACILITY USE AGREEMENT is made on [date], between [name of Ministry], a nonprofit corporation organized and existing under the laws of the state of [state], with its principal office located at [street address, city, county, state, and zip code], referred to herein as **Ministry**, and [name of organization/individual], a(n) [limited liability company/non-profit organization/individual] [with a principal office/residing at] [street address, city, county, state, and zip code], hereinafter referred to as **User**;

For and in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

I. Ministry consents to use of the Ministry Facilities property located at [street address, city, county, state, and zip code], which includes the following:

- Ministry Building
- Kitchen
- Library
- Parish Hall
- Choir Room
- Yard
- Other (specify) _____

II. The following Equipment is subject to this Agreement:

- Tables: # Out _____ # In _____
- Chairs: # Out _____ # In _____
- Kitchen Equipment _____ # Out _____ # In _____
- Other (specify): # Out _____ # In _____

III. TERMS of USE:

A. If one occasion, specify date and hours: _____

B. If recurring, specify the dates and times.

IV. Total Amount of Fees to be Paid by User to Ministry: \$ _____

V. Regulations and Responsibilities

A. Inspection: User has inspected the property of Ministry subject to this Agreement and accepts the property and its facilities *as is*.

VI. Indemnification: User agrees to defend, indemnify, and save harmless the elected officers and employees of Ministry from and against all loss or expense, including judgments, settlements, attorney's fees, and costs incurred by liability imposed by law upon Ministry's elected officers and resulting in personal or bodily injury, including death, resulting at any time, sustained by any person or persons and on account of damage to property, including loss of property, arising out of or in consequence of User's activities, whether the injuries resulting to persons or damage to property is due to negligence or wrongful acts of User, its employees, officers or agents, or the officers, employees, or agents of Ministry.

VII. Responsibility: User is responsible for any damage to Ministry's property incurred by User, its members, staff, clients, guests, suppliers, or invitees, and for other conduct, behavior, and actions of User's members, staff, clients, guests, suppliers, or invitees.

VIII. Fees: User will pay Ministry any fee set forth in this Agreement before using Ministry's property.

IX. Reservations: User agrees that this Agreement does not authorize inference with the normal Ministry services or programs. Ministry has prior claim to all facilities and property. If User makes a reservation for User's activities under this Agreement at least thirty (30) days before activities are to occur, User must also confirm the reservation within the thirty (30) day period preceding the activity.

X. Emergencies: If facilities subject to this Agreement are needed by Ministry for activities and programs that cannot be scheduled in advance, such as a funeral, Ministry will notify User as soon as possible of changes in User's activities required by the emergency.

XI. Decorations and Posters: User may not attach any decorations or posters to the walls of any facility.

XII. Cleanliness of Facilities: User will return property and Ministry facilities subject to this Agreement in the condition that User found the property by performing all necessary cleaning.

XIII. Litter and Garbage. User shall place all litter and garbage generated by User's activities un this Agreement in Ministry's dumpster, or shall properly dispose of litter and garbage after removing it from the Ministry's property.

XIV. Smoking: User will not permit smoking in the Ministry or any chapel or sacristy during the User's activities under this Agreement.

XV. Policy Statement: It is the policy of the Ministry that all persons are brothers and sisters of equal worth in the sight of God. The premises and facilities of Ministry may not be used by individuals or groups for purposes antithetical to this policy.

XVI. Termination: The Agreement may be terminated at any time upon notice being given by Ministry or User.

XVII. Severability. The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. If any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

XVIII. No Waiver. The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as subsequently waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

XIX. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of _____.

XX. Notices. Unless provided herein to the contrary, any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth at the beginning of this Agreement.

XXI. Mandatory Arbitration. Notwithstanding the foregoing, and anything herein to the contrary, any dispute under this Agreement shall be required to be resolved by binding arbitration of the parties hereto. If the parties cannot agree on an arbitrator, each party shall select one arbitrator and both arbitrators shall then select a third. The third arbitrator so selected shall arbitrate said dispute. The arbitration shall be governed by the rules of the American Arbitration Association then in force and effect.

XXII. Entire Agreement. This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

XXIII. Modification of Agreement. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

XXIV. Assignment of Rights. The rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.



WITNESS our signatures as of the day and date first above stated.

(Name of Ministry)

(Name of User)

By: _____
(Signature of Officer)

By: _____
(Signature of Officer)

(Print or Type Name)

(Print or Type Name)

(Title)

(Title)