(Name of Church) Facilities Use Agreement

 We consider the use of our church’s facility by outside groups to be a part of our ministry to and with the community. The opening of our building for use beyond our worship and program is, we believe, good stewardship of the resources entrusted to our care. We welcome the opportunity of serving the community by supporting outside groups in our common effort to meet community needs. However, staff or church functions will always take precedence over outside groups.

In opening our facilities to you, we must be satisfied that:

* The requesting group is supportive of the community.
* There is a single responsible person with whom to deal.
* The activity is appropriate for this facility.
* The requesting group is courteous and respectful of other groups meeting at the same time.
* The requesting group meets in the assigned area only and individuals do not wander.

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)** (hereinafter “Church”) regarding the use of Church facilities. User hereby agrees to the following general guidelines;

1. The individual who signs this Agreement on behalf of the group assumes responsibility for liaison between your group and our church. If this information changes, please notify \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_immediately at \_\_\_\_\_\_\_\_\_\_.
2. User shall have access to the following locations on the premises: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
3. While we consider the use of our facilities by outside groups to be a part of our ministry, groups are required to pay a fee to help defray the cost of using the facilities. This fee is due by the date of your function and should be paid directly to the church office with checks payable to: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Episcopal Church. The usage fee is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
4. As a condition of use, a responsible officer of the group or the person requesting one time use must sign a waiver of liability in the form attached which absolves our church of all liability for any injury or loss of any kind to any person while on church property for the group’s function. The user group or requesting person agrees to look to its/his/her own resources and/or insurance should any loss or injury occur. 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. The certificate shall name the Church as an additional insured and provide coverage in the amount of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
5. All requests for use of Church facilities are subject to approval of the Church and may be withheld or withdrawn for any purpose whatever.
6. User agrees 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.
7. User agrees to abide by all Church guidelines, requirements, rules, and other restrictions set forth by the Church.
8. 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 of any children or young people involved in User’s activities in the Church facilities.
9. 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.
10. 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.
11. 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 the 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 the Church has been advised of the possibility of such damages.
12. 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.
13. 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.
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, profanity, or disrespectful behavior. The Church shall have complete authority to decide what activities violate these principles.
15. All lights in your area are to be turned off and the premises secured when you are finished.
16. User shall not grant permission to use the Church facilities to any other person(s) or organization(s) without written permission by the Church.
17. Report any damage or trouble with equipment or facilities to the church office immediately so that corrective action can be taken or repairs made.
18. Any rights granted by the Church to the User are not assignable without written permission of the church.

This document contains the entire agreement of the parties and supersedes all prior written or oral agreements relating to use of the Church facilities.

 User Name:

 BY:

 Signature

 Printed Name of Signer

 Title in Organization

 User’s Full Address

 Contact Person Full Address

 Contact Person Phone Number

 Contact Person E-mail Address

 Date