



# Facilities Use Agreement

This agreement by and between Cole Community Church 8775 Ustick Road • Boise, ID 83704  
*Owner's name* *Owner's Complete Address*

("Owner"), and \_\_\_\_\_ ("User"),  
*User's Name* *User's Complete Address*

will take effect on the \_\_\_\_ day of \_\_\_\_\_ and will continue for a period of \_\_\_\_\_.  
*Date* *Month* *Year* *Time Period*

WHEREAS, Owner own premises located at 8775 Ustick Road • Boise, ID 83704  
*Owner's Complete Address*

which is normally used for Church and School Functions, and  
*Type of Use*

WHEREAS, User desires to use the \_\_\_\_\_ area of the facilities for the  
*Area of Premises (e.g. church building)*

purpose of \_\_\_\_\_, and  
*Purpose of Use*

WHEREAS, Owner as agreed to allow User to use the facilities provided that the following terms and condition are met.

### It is Therefore Agreed By and Between the Parties:

1. Owner agrees to let User use the above described premises for the above described purpose on

\_\_\_\_\_  
*Describe Times and Days of Usage* *Name and Owner's Contact Person*

is the contact person for Owner and \_\_\_\_\_ is the contact person for User to  
*Name of User's Contact Person*  
coordinate the details of usage.

2.  **Fee Agreement.** User agrees to pay Owner \_\_\_\_\_ for the use of the premises.  
*Amount*

**Non-Fee Agreement.** In consideration for the benefit of using Owner's facilities, User agrees to abide by all the terms and conditions of use described in this agreement.

3. User agrees that it will not use the premises for any unlawful purposes, and will obey all laws, rules, and regulations of all governmental authorities while using the above described facilities.

4. User agrees that it will not use the premises for any purpose that is contrary to the mission, purpose or belief of the Owner, which is a biblically-based religious institution.

5. User agrees to abide by any rules or regulations for the use of the premises that are attached to this agreement.

6.  **Organizational Users.** User promises and warrants that it carries liability insurance with a minimum liability occurrence limit of \$1,000,000. The User will provide a certificate of insurance to the Owner at least seven days prior to the date upon which the User begins to use the above described premises. The certificate of insurance will indicate that User has made Owner an "additional insured" on User's policy with respect to the use by User of the above described premises.

**Activities Including Minors.** User promises and warrants that it carries liability insurance with a Sexual Acts endorsement with a minimum of \$300,000 coverage.

**Individual Users.** User promises and warrants that User will obtain signed Activity Participation Agreements (either provided by or acceptable to Owner) from each participant in the activity. If the participants are minors, User will obtain the signature of at least one parent or legal guardian on each Activity Participation Agreement.

7. User agrees to hold harmless, indemnify and defend Owner (including Owner's agents, employees, and representatives) from any and all liability for injury or damage including, but not limited to, bodily injury, personal injury, emotional injury, or property damage which may result from any person using the above described premises, its entrances and exits, and surrounding areas, for User's purposes, regardless of whether such injury or damage results from the negligence of the Owner (including Owner's agents, employees and representatives) or otherwise.

8. 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.

9. 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.

10. This agreement may be cancelled unilaterally by either party with 14 days written notice to the other party.

10.5. In the event that Owner must cancel this agreement, User will be entitled to any deposit User has paid. However, in no event will Owner 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.

11. 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 Owner.

12. Owner and User agree that any disputes arising under this agreement will be resolved via a mutually acceptable alternative dispute resolution process. If Owner and User cannot mutually agree upon such a process, the dispute will be submitted to a three-member arbitration panel of the American Arbitration Association for final resolution.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_.

*Date*

*Month*

*Year*

**Owner**

**User**

\_\_\_\_\_  
*Signer's Name*

\_\_\_\_\_  
*Signer's Name*

\_\_\_\_\_  
*Position with Owner (title)*

\_\_\_\_\_  
*Position with User (title)*