

_____ COVENANT CHURCH
and _____ Guest Church Name
FACILITIES USE AGREEMENT

_____ Covenant Church (church acronym) and Guest Church Name hereby agree to the following terms regarding the use of the building and parking lot owned by (church acronym) at Address, City, State (the Property). (Church acronym) will allow limited use of the Property by Guest Church Name for the continuance of Guest Church Name's ministry through worship, prayer, and fellowship from start date through end date.

Such use shall be limited to the following times and spaces:

- Sanctuary: Sundays, scheduled time. (Example: 4-6 p.m.), and on special occasions.
- Fellowship Hall, Classrooms, and Kitchen: Sundays, scheduled time. (Example: 4-8 p.m.), and other day(s) during the week, scheduled times (Example: 6:30-9:30 p.m.)
- Parking Lot: use of designated spaces is granted during the above stated days and times.

Additionally, Guest Church Name is permitted use of a storage closet (location of storage), _____ cabinet in _____ (location of storage), and kitchen cupboard area (location of storage). Guest Church Name shall relinquish use of the Property during any of the above periods at the request of (church acronym) for special events. In such cases, (church acronym) will make a reasonable effort to inform Guest Church Name at least one (1) week beforehand.

In return for use of the Property, Guest Church Name agrees to the following:

1. Guest Church Name shall be bound by the Terms and Conditions attached to this agreement.
2. Guest Church Name shall warrant that a high degree of care has been exercised in conducting background investigations on all persons who will have access to one or more minors to determine their suitability for working with or being present with minors during Guest Church Name's use of the Property.
3. Guest Church Name shall warrant that it will use a high degree of care in supervising all activities involving minors during its use of the Property under the terms of this agreement.
4. Guest Church Name shall identify an individual to be responsible for each church key provided to Guest Church Name. All such individuals shall sign a Key Control Agreement.
5. Guest Church Name shall contribute \$_____ monthly toward facility expenses no later than the _____ day of each month.

This agreement can only be amended by a written document signed by officers of both (church acronym) and Guest Church Name. This agreement can be terminated by either _____ Covenant Church or Guest Church Name with a 30-day written notice.

EXECUTED AND AGREED by the parties hereto,

Pastor (First and Last Name)
(Guest Church Name)

Date

Chair of Leadership Team, (First and Last Name)
_____ Covenant Church

Date

FACILITIES USE AGREEMENT
Guest Church Name
TERMS AND CONDITIONS

In signing a Facilities Use Agreement with _____ Covenant Church (church acronym) for use of (church acronym)'s facilities (the Property), Guest Church Name is bound by the following Terms and Conditions.

I. GENERAL REGULATIONS

- A. Use only the rooms, areas, and the equipment specified in the Facilities Use Agreement.
- B. Notify the (church acronym) liaison within 24 hours of any breakage, damage, inconvenience, and/or accident caused or suffered by Guest Church Name, its members, visitors, or by anyone having or seeking relationship with the Guest Church Name.
- C. Conduct a visual inspection of the Property, including entrances and exits, before and after each use, and warrant that the Property will be used only if it is in a safe condition.
- D. Prohibit animals (pets or strays) from entering the facilities with the exception of service dogs.

II. PROPER USE AND CARE OF ROOMS, FACILITIES, AND EQUIPMENT

- A. Open only those doors and windows necessary for convenience and comfort.
- B. Promptly clean any spills and litter in rooms and lavatories.

Before Vacating the Property

- C. Dispose of or remove all leftover food and beverages.
- D. Restore the rooms and equipment to the configurations and settings in which they were found.
- E. Check that all water faucets have been turned off.
- F. Verify that all stove burners and ovens are off.
- G. Check that all electrical appliances have been unplugged, cleaned, and put away properly.
- H. Verify that all windows are closed and secured.
- I. Turn off all lights in rooms and lavatories.
- J. Check to see that all group members and guests have left.
- K. Verify that all outside doors are locked by pulling their handles before vacating the Property.

III. HOLD HARMLESS AGREEMENT

(Church acronym) does not warrant or represent that the Property is safe or suitable for the purposes for which it is permitted to be used under the terms of this agreement, and Guest Church Name (for itself and on behalf of all its members, guests, and participants) acknowledges that (church acronym) is providing the Property and all appliances on an "as is" basis.

Guest Church Name shall indemnify, defend and hold (church acronym), its officers, agents and employees harmless from and against any and all claims, actions, liability, costs, expenses and damages of every kind and nature, including reasonable attorney's fees, arising from (i) Guest Church Name's use and occupancy of the Property, (ii) any breach or default by Guest Church Name under the provisions of this Letter of Agreement, or (iii) from an act, omission, or negligence on or about the Property by Guest Church Name, its agents, contractors, employees, licensees, customers or business invitees. In case of any action or proceeding brought against (church acronym) by reason of such claim, Guest Church Name, at (church acronym)'s option, shall defend such action or proceeding by counsel reasonably satisfactory to (church acronym). (Church acronym) shall indemnify, defend and hold Guest Church Name, its officers, agents and employees harmless from and against any and all claims, actions, liability, costs, expenses and damages of every kind and nature, including reasonable attorney's fees, arising from

(i) (church acronym)'s use and occupancy of the Property, (ii) any breach or default by (church acronym) under the provisions of this Letter of Agreement, or (iii) from an act, omission, or negligence on or about the Property by (church acronym), its agents, contractors, employees or invitees. In case of any action or proceeding brought against Guest Church Name by reason of such claim, (church acronym), at Guest Church Name's option, shall defend such action or proceeding by counsel reasonably satisfactory to Guest Church Name.

IV. LIABILITY INSURANCE AND ADDITIONAL INSURED

Guest Church Name agrees to maintain liability insurance of not less than \$250,000 for property damage, \$500,000 for injuries to one person and \$1,000,000 for injuries to more than one person in any accident or occurrence for the protection of Guest Church Name's organization, its officers, employees, and members against the claims of anyone who charges that Guest Church Name's organization, its officers, employees or members have legal responsibility for damages suffered by the claimant at the Property. **Guest Church Name agrees to name (church acronym) as an additional insured and shall provide proof thereof.** The insurance policy shall be with a company authorized to do business in this State and shall be delivered to (church acronym), together with proof of payment, not less than fifteen (15) days prior to the commencement of the term when Guest Church Name shall enter in possession, whichever occurs sooner. At least fifteen days prior to the expiration or termination date of any policy, Guest Church Name will provide a renewal or replacement policy with proof of payment.