 Facilities Use Agreement

This agreement by and between **Skiatook Church of Christ, 1900 W. Rogers Blvd. Skiatook; OK 74070 “owner” and** (User’s name)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(User’s address)**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,** will take effect on the **\_\_\_\_\_\_\_** day of**\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_** and will continue for a period of **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.** Whereas, **Owne**r owns premises located at **1900 W. Rogers Blvd.; Skiatook, OK 74070**, which is normally used for Church Worship and Activities and Whereas, User, desires to use the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ area of the facilities for the purpose of ­­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Whereas, Owner has agreed to allow User to use the facilities provided that the following terms and conditions 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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(times & day of usage). \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_is the contact person for the Owner and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ is name for User to coordinate the details of usage.
2. \_\_\_\_\_Fee Agreement. User agrees to pay Owner \_\_\_\_\_\_\_\_\_\_\_ for the use of premises. User agrees to abide by all the terms and conditions of use described in this agreement.

\_\_\_\_\_ 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.

1. 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.
2. 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.
3. User agrees to abide by any rules or regulations for the uses of the premises that are attached to this agreement.
4. \_\_\_\_Organized Sports, Groups, Clubs. 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 7 days prior to the date upon which the User begins to us the above described premises.

\_\_\_\_ Unorganized Groups. User promises and warrants that User will obtain Activity Participation Agreements 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.

\_\_\_\_\_Individuals. Warrant that they have homeowners or renters insurance and will indemnify Owner from any and all liability or injury of participants with said coverage.

1. User agrees to hold harmless, indemnify and defend Owner (including Owner’s agents, employees and representatives) from any and all liability or 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.
2. 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.
3. 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.
4. User agrees that if Owner has an event or activity that arises and will conflict with User’s scheduled time and location, the User’s scheduled time and location becomes void. 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.
5. This agreement may be cancelled unilaterally by either party with \_\_\_\_\_\_\_\_days written notice to the other party.
6. In the event that the Owner must cancel this agreement, User will be entitled to any deposit User has paid or unused rental. 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 describe premises, even if Owner has been advised of the possibility of such damages.
7. 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.
8. 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 \_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_.

Owner User

Signer’s Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signer’s Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Position with Owner\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Position with Owner\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_