BUILDING/FACILITY USE AGREEMENT

This is a legal contract. Read before signing.

GENERAL CONDITIONS AND AMOUNT OF FEE

It is agreed between First Christian Church Sebring, FL, hereinafter referred to as PROPERTY OWNER/LANDLORD and _____, hereinafter referred to as USER, that the PROPERTY OWNER/LANDLORD, shall allow the USER access and the use of the FACILITY as conditioned and described below, subject to all the policies and procedures of PROPERTY OWNER/LANDLORD, in consideration of $_____.

This total fee includes the following: Fees $_____, custodial or other staff costs $_____, and other miscellaneous costs attached hereto as Exhibit "A" in the total amount of $_____.

ORGANIZATION REQUESTING USE:_____

AREA OF FACILITY TO BE USED: ☐ Sanctuary   ☐ Classroom(_____) ☐ Kitchen
   Equipment ☐ Used ☐ Organ ☐ Piano ☐ Sound System ☐ Baptistry ☐ Microwave Stove (   )
           ☐ Chairs # (_____) ☐ Tables $ (_____)
      Other:_____

DATE(S) OF USE:_____

TIME NEEDED: FROM : _____a.m./p.m. TO : _____a.m./p.m.

IS AN ADMISSION FEE CHARGED? ☐ YES ☐ No   Amount $ _____

PURPOSE OF USE (Type of Activity): _____

SPECIAL EQUIPMENT NEEDS: _____

SPECIAL PERSONNEL NEEDED: _____

 INSURANCE [Check Where Applicable]

LIABILITY INSURANCE USER at its sole cost and expense shall maintain during the DATE(S) OF USE of this agreement public liability insurance insuring against ALL liability of USER, PROPERTY OWNER/LANDLORD, and their authorized representatives arising out of and in connection with USER'S use of the FACILITY, with a single liability limit of:

  Check Appropriate Box

  $500,000 $1,000,000 $_____

Initial

Initial

PROPERTY DAMAGE INSURANCE USER also at its sole cost and expense shall maintain during the DATE(S) OF USE of this agreement property damage limits covering the facility to be used of not less than:

  Check Appropriate Box

  $500,000 $1,000,000 $_____

It is the intention of both USER and PROPERTY OWNER/LANDLORD that both the public liability and property damage insurance shall insure performance by USER of the express indemnity provision contained below. However, the limits of such insurance shall not limit the liability of USER hereunder.

PROPERTY OWNER/LANDLORD shall be named as an additional named insured on the insurance policy purchased by USER, which is the subject of this agreement.

USER agrees to provide PROPERTY OWNER/LANDLORD with a copy of the certificate of insurance evidencing that it has complied with the insurance requirement of this agreement.

EXPRESS INDEMNITY

 Check Either INDEMNITY PROVISION "A" Or INDEMNITY PROVISION "B"

 INDEMNITY PROVISION "A" USER agrees to save, indemnify, and keep harmless PROPERTY OWNER/LANDLORD against any and all liability, claims, judgments, or demands, including demands arising from injuries or death of persons (USER'S employees included) and damage to property, arising directly or indirectly out of obligations herein undertaken or out of the operations conducted by USER, save and except claims or litigation arising through the sole negligence or sole willful misconduct of PROPERTY OWNER/LANDLORD. It is the intention of the parties that the indemnity provided for by this agreement provides for indemnity to the fullest extent provided for by law.

 INDEMNITY PROVISION "B" USER agrees to save, indemnify, and keep harmless PROPERTY OWNER/LANDLORD against any and all liability, claims, judgments, or demands, including demands arising from injuries or death of persons (USER'S employees included) and damage to property in which PROPERTY OWNER/LANDLORD shall be named a defendant and which involves claims arising directly or indirectly from, as a result of, or in connection with USER'S use of the premises. It is the intention of the parties that the indemnity provided by this agreement provides for indemnity to the PROPERTY OWNER/LANDLORD

for the PROPERTY OWNER/LANDLORD's own acts of passive negligence that solely or contributorily cause liability to the PROPERTY OWNER/LANDLORD, but USER is not indemnifying the PROPERTY OWNER/LANDLORD for the PROPERTY OWNER/LANDLORD's own acts of active negligence that solely or contributorily cause liability to the PROPERTY OWNER/LANDLORD.

Signed Date   PROPERTY OWNER/LANDLORD

Signed Date   USER