



# UBC Facilities Use Agreement

This agreement by and between **Uniontown Baptist Church** (7760 South Street, Fultonham, OH 43738), and \_\_\_\_\_ (“User”),

*User's name*

*User's complete address*

will take effect on the \_\_\_\_\_ day of \_\_\_\_\_ and will continue for a period of \_\_\_\_\_

*Day*

*Month*

*Year*

*Time period*

WHEREAS, Owner owns premises located at 7760 South Street, Fultonham, OH 43738 which is normally

*Complete address*

used for church functions (Religious Purposes) and whereas, user desires to use the

\_\_\_\_\_ area of the facilities for \_\_\_\_\_

*Area of Premises (e.g. grounds, church building)*

*Purpose of Use*

and 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:

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

\_\_\_\_\_ · Chris Harkness (Pastor); 740-624-7261

*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 coordinate the details of usage.

*Name of User's contact person*

- ☐ Fee Agreement. User agrees to pay Owner \_\_\_\_\_ for the use of the premises.  
*Amount*
- ☒ Non-Fee Agreement.
- 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.
- 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.
- User agrees to abide by any rules or regulations for the use of the premises that are attached to this agreement or communicated to the User's contact person. This includes a prohibition of drug or alcohol usage on the premises.
- User agrees that it is solely responsible to implement appropriate screening and supervision procedures to protect children, youth, and vulnerable adults attending user's function at the above described facilities, and takes full responsibility for the actions of those attending the event/function.
- ☐ 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.
- ☐ Individual Users (Open Invitation Activity). User promises and warrants that User will obtain signed Activity Participation Agreements (provided by or acceptable to Owner) from each participant in the activity. User will obtain the signature of at least one parent/legal guardian on an Activity Participation Agreement for each minor.
- ☒ Individual Users (Closed Invitation Activity) (i.e. Birthday/Anniversary Partys, Family Get-Togethers, Reunions, etc.). User agrees to only invite individuals associated with said group and activity.

- 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, illness, exposure to infectious/communicable disease, 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.
- 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. This shall include clean up and disposal of all trash into trash cans/bins.
- 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.
- User acknowledges that Owner's premises includes security cameras for the interior and exterior of the building.
- This agreement may be cancelled unilaterally by either party prior to the scheduled usage.
- 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.
- 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.
- 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.
- 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

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Chris W. Harkness

\_\_\_\_\_  
Owner Name (Print)

\_\_\_\_\_  
Pastor

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

## USER

\_\_\_\_\_  
User Signature

\_\_\_\_\_  
User Name (Print)

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