



## Facility Use, Indemnity and Hold Harmless Agreement

This agreement is between Christ the Victor Lutheran Church Inc., located at 6173 E Arizona Farms Rd., Florence AZ 85132 (“Owner”) and \_\_\_\_\_, (“User”) located at \_\_\_\_\_, (“User Address”) to use the following area(s), \_\_\_\_\_ of the Owner’s facility for the purpose of (briefly describe your activity) \_\_\_\_\_ on (please list day or dates) \_\_\_\_\_, for a fee of \_\_\_\_\_ dollars per day. It is understood that the User has received and reviewed Christ the Victor’s Facility Use Policy and warrants that the facility will be used according to the policy. Christ the Victor reserves the right to reject any application, group, and/or User that does not meet and abide by the Facility Use Policy and the terms of this Facility Use, Indemnity and Hold Harmless Agreement, as outlined below.

### IT IS THEREFORE AGREED BY AND BETWEEN THE PARTIES:

1. Owner agrees to let User use the above-described facility for the above-described purpose.
  - a. The Owner’s Contact Person is:  
Name: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_
  - b. The User’s Contact Person is:  
Name: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_
2. Fee Agreement: The User agrees to pay the Owner for the use of the facility a total amount of \_\_\_\_\_ dollars, in consideration for the benefit of using the Owner’s facility, and User agrees to abide by all of the terms and conditions of use described in this agreement.
3. User agrees that they will not use the facility for any unlawful purpose, and will obey all laws, rules and regulations of all governmental authorities while using the described facility.
4. User understands that the Church does not allow its facilities to be used for activities that contradict, or are inconsistent with, the Church’s beliefs, as summarized in the Church’s statement of faith.

5. User agrees that it is solely responsible to implement appropriate screening and supervision procedures to protect children, youth, vulnerable adults, and all others attending User's function at the above-described facility.
6. For all non-Church-sponsored events, the User must obtain liability insurance coverage in the amount of \$1,000,000 naming the Church as an additional insured. 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 use the above-described facility.
7. User agrees to hold harmless, indemnify and defend Owner (including Owner's agents, employees, and representatives) from any and all liability 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 facility, it's 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 its agents, employees and representatives) or otherwise.
8. User agrees to be responsible for preparing for use and returning to pre-use conditions all areas of the facility which User will use, including entrances and exits.
9. User agrees to conduct a visual inspection of the facility, including entrances and exits, prior to each use, and warrants that the facility will be used only in a safe condition.
10. This agreement may be canceled unilaterally by either party with 14 days prior written notice to the other party with any prepaid rent or deposit fully refunded.
11. User agrees that it will not assign any of its rights under this agreement to another party, and any such assignment will void this agreement at the sole discretion of the Owner.
12. The Owner and User agree that any disputes arising under this agreement will be resolved via a mutually acceptable alternative dispute resolution process as described in Owner's Church Membership Policy.
13. This document, along with the Facility Use Policy, contains the entire agreement to the parties and supersedes all prior written or oral agreements related to the subject matter.

Dated this day of: \_\_\_\_\_

Owner Print: \_\_\_\_\_ User Print: \_\_\_\_\_

Owner Sign: \_\_\_\_\_ User Sign: \_\_\_\_\_

Position/Title: \_\_\_\_\_ Position/Title: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_