

**FACILITY USE AGREEMENT**

This agreement by and between Highpoint Church at 6450 S Southlands Pkwy, Aurora, CO 80016 (“Owner”) and

User Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Highpoint Church owns the premises at 6450 S Southlands Pkwy, generally used for Religious Services. The user desires to use the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ area of the facilities for

 Area of premises to use

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Purpose of Use

The Owner has agreed to allow the User to use the facilities provided the following terms and conditions are met.

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

* Owner agrees to let the User use the above-described premises for the above-described purpose on: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

 Describe times and days of usage.

* The following person is the contact for the Owner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

 Name & Contact information

* The following person is the contact for the User: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

 Name & Contact information

* Fee Agreement: The User agrees to pay Owner \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for the use of the premises.

OR

* Non-fee agreement: Considering the benefit of using the Owner’s facilities, the User agrees to abide by all the terms and conditions of use described in this agreement.
* User agrees that it will not use the premises for any unlawful purpose and will obey all governmental authorities' laws, rules, and regulations while using the above facilities.
* User agrees to abide by any rules or regulations for using the premises attached to this agreement.
* The user agrees that it is solely responsible for implementing appropriate screening and supervision procedures to protect children, youth, and vulnerable adults attending the user’s function at the above-described facilities.
* Organizational Users. The 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 before the date upon which the User begins to use the above-described premises. The certificate of insurance will indicate that the User has made the Owner an “additional insured” on the User’s policy with respect to the use by the User of the above-described premises.

OR

* Individual Users. User promises and warrants that User will obtain signed Activity Participation Agreements (either provided by or acceptable to Owner) from each participant in the 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 agreement may be canceled unilaterally by either party with 14 days written notice to the other party.
* If the Owner cancels this agreement, the User will be entitled to any deposit the User has made. However, in no event will the Owner be liable to the User for any lost profits or incidental, indirect, special, or consequential damages arising out of the User’s inability to use the above-described premises, even if the Owner has been advised of the possibility of such damages.
* Owner and User agree that any disputes arising under this agreement will be resolved via a mutually acceptable alternative dispute resolution process. If the Owner and User cannot mutually agree upon such a process, the dispute will be submitted to a three-member American Arbitration Association arbitration panel for final resolution.
* This document contains the parties' entire agreement 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 Owners Position with User