

FACILITIES USE AGREEMENT

This agreement by and between First Presbyterian Church, 1100 Carter Creek Parkway, Bryan, Texas, ("Owner") and _____ ("User"), _____ (address) will take effect on _____ (day/month/year) and will continue for _____ (period). WHEREAS, Owner owns premises located at 1100 Carter Creek Parkway which is normally used for worship, Bible study, fellowship, various ministries of church membership and approved gatherings of non-Owner groups which have goals consistent with the ministries of Owner; and WHEREAS, User desires to use _____ (sanctuary, classroom, etc.) area of the facilities for the purpose of _____, and WHEREAS, Owner has agreed to allow Use 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/days). _____ (name of contact) is the contact person for Owner and _____ (name of contact) is the contact person for User to coordinate the details of usage.
2. Fee Agreement. User agrees to pay Owner _____ (amount) for use of premises.
 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.
3. 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.
4. 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 biblically based religious institution.
5. User agrees to abide by any rules or regulations for the use of the premises that are attached to this agreement.
6. 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.
7. 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.
8. 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.

9. 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.
10. This agreement may be cancelled unilaterally by either party with 14 days written notice to the other party.
11. 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.
12. 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.
13. 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.
14. 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) day of _____ (month) _____ (year).

OWNER

USER

(Signer's Name)

(Signer's Name)

(Position/Title with Owner)

(Position/Title with User)