

FACILITY USAGE / INDEMNITY AGREEMENT

FIRST PRESBYTERIAN CHURCH OF BEAUFORT, SC

ACTIVITY PARTICIPANT OR FACILITY USER: _____

DATES OF ACTIVITY OR USAGE: _____

TYPE OF ACTIVITY OR USAGE: _____

The above named FACILITY USER agrees to defend, protect, indemnify and hold harmless the above named FIRST PRESBYTERIAN CHURCH OF BEAUFORT, SC against and from all claims arising from the negligence or fault of the above named FACILITY USER or any of its agents, family members, officers, volunteers, helpers, partners, organizational members or associated which arise out of the above identified FACILITY USAGE at FIRST PRESBYTERIAN CHURCH OF BEAUFORT, SC.

FACILITY USER agrees to provide a certificate of insurance to the FIRST PRESBYTERIAN CHURCH OF BEAUFORT, SC, which provides evidence of general liability coverage of not less than one million dollars (\$1,000,000) per occurrence. FACILITY USER also agrees to have the FIRST PRESBYTERIAN CHURCH OF BEAUFORT, SC named as an "Additional Insured" on its general liability policy for the DATE(S) OF FACILITY USAGE in the relationship to the TYPE OF FACILITY USAGE for claims which arise out of FACILITY USER'S operations or are brought against the FIRST PRESBYTERIAN CHURCH OF BEAUFORT, SC by FACILITY USERS; employees, agents, partners, family members, students, customers, function attendees, guests, invitees, organizational members or associates. FACILITY USER also agrees to ensure that its liability insurance policy will be primary in the event of a covered claim or cause of action against FIRST PRESBYTERIAN CHURCH OF BEAUFORT, SC.

If and only if FACILITY USER fails to comply with the above (second) paragraph, then the above named FACILITY USER agrees to protect, defend, hold harmless and fully indemnify the above named FIRST PRESBYTERIAN CHURCH OF BEAUFORT, SC for any claim or cause of action whatsoever arising out of or related to the usage which takes place during the above identified DATE(S) OF FACILITY USAGE that is brought against the FIRST PRESBYTERIAN CHURCH OF BEAUFORT, SC by the above named FACILITY USER or its employees, agents, partners, family members, students, customers, function attendees, guests, invitees, organizational members or associates, even if such claim arises from the alleged negligence of the FIRST PRESBYTERIAN CHURCH OF BEAUFORT, SC, its employees or agents, or the negligence of any other individual or organization. If any sentence or paragraph of this agreement is held invalid, it is agreed that the balance thereof, shall continue in full legal force and effect.

SIGNATURE OF ACTIVITY PARTICIPANT / FACILITY USER _____

NAME AND TITLE: _____
(Please Print)

DATE: _____