





**Section K—Building Use and Indemnity Agreement**

It is hereby agreed by and between the parties:

1. New Hope agrees to let User use the above described premises for the above described purposes on the agreed times and days of usage listed on the attached Event Scheduling Request.
2. User agrees to pay New Hope for the use of the premises.
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 to abide by any rules or regulations for the use of the premises that are included in this document.
5. 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 New Hope 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 New Hope an “additional insured” on User’s policy with respect to the use by User of all above described premises.
6. User agrees to hold harmless, indemnify and defend New Hope (including New Hope agents, employees, and representatives) from any and all liability for injury or damage including, but not limited to, 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 New Hope (including New Hope’s agents, employees, and representatives) or otherwise. Additionally, User agrees to defend New Hope against any and all claims, demands, causes of action, suits, or judgments, including attorney fees, costs, and expense incurred in connection with all such matters.
7. 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. User is responsible for setting up, taking down, and cleaning up after each meeting or activity. User understands it is their responsibility to close and lock all windows and doors of the area used. User is aware of all usage restrictions listed in the Care and Use of Facilities information (Section G) and accept responsibility for the proper use and clean up of the church facilities. In the event of damage to equipment or facility (normal wear excluded), User using the facility and equipment agrees to pay any loss at replacement value or cost of the repair within 30 days of notification.
8. 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.
9. This agreement may be cancelled unilaterally by either party with 14 days written notice to the other party.
10. 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 New Hope.
11. New Hope and User agree that any disputes arising under this agreement will be resolved via a mutual acceptable alternative dispute resolution process. If New Hope 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.
12. 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 \_\_\_\_\_, 20\_\_.

**New Hope Signer:** Kawanna Perine, Ministry Operations Director

\_\_\_\_\_

**User name:** Printed name: \_\_\_\_\_

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

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

**Please keep a copy for your records.**