Church Facilities Use and Hold Harmless Agreement

This agreement by and between Trinity Baptist Church of 3 Lund Road, Nashua, New Hampshire ("Owner"), and _____ of _____ ("User"), will take effect on the _____ day of _____, _____ and will continue for a period of _____. WHEREAS, Owner owns premises located at 3 and 33 Lund Road of Nashua, New Hampshire which is normally used for worship and church-related activities, and WHEREAS, User desires to use the _____ area of the facilities for the purpose of _____, and WHEREAS, Owner has agreed to allow User to use the facilities provided that the following terms and conditions are met.

User's Name *User's Complete Address* *Day* *Month* *Year* *Time Period* *Area of Premises (e.g. church building)* *Activity/Use*

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 _____. The administrative assistant of Trinity Baptist Church, Heather North, is the contact person for Owner and _____ is the contact person for User to coordinate the details of useage.

   Describe Times and Dates of Use *Name of User's Contact Person*

2. ☐ *Fee Agreement*. User agrees to abide by all the terms and conditions of use described in this agreement and pay Owner _____ for the use of the premises.

   Amount

   ☐ *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 purpose that is contrary to the mission, purpose or belief of the Owner, which is a biblically-based religious institution.

4. 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.

5. User agrees to adhere to any rules or regulations for the use of the premises that are included with this agreement.

6. O*rganizational Users*. 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 liability insurance (COLI) to the Owner 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 Owner an "additional insured" on User's policy with respect to the use by User of the above described premises.

   COLI due by _____.

   Date

   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. If the participants are minors, User will obtain the signature of at least one parent or legal guardian on each Activity Participation Agreement.

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7. As part of the consideration for being granted permission to use the Owner's facility(ies), buildings, parking lots, grounds, and all associated appliances and fixtures in connection with the Activity, the User agrees to the following:

   The User shall hold harmless, indemnify, and defend Owner (including the Owner's agents, employees, and representatives) against any and all claims, demands, liabilities, damages, injuries, losses, or causes of action of any kind, whether to persons or property. This includes, but is not limited to, claims for bodily injury, personal injury, emotional distress, death, or property damage arising from or in connection with any use of the premises, its entrances, exits, or surrounding areas, by any person, whether invited or not, for the User's purposes.

   This indemnity obligation extends to all claims or damages, including those resulting from the negligence of the Owner (including the Owner's agents, employees, or representatives) or any other cause, arising out of or related to participation or involvement in the Activity.

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 they are in a safe condition.

10. This agreement may be cancelled unilaterally by either party with 14 days written notice to the other party. _____.
    Cancellation Date

10.5 In the event that the 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.

11. 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.

12. 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.

13. I further state that I am authorized to sign this agreement; that I understand the terms herein are contractual and not mere recital; and that I have signed this document of my own free act and volition. I further state and acknowledge that I have fully informed myself of the content of this affirmation and release by reading it before I signed it.

Dated this day of _____
Today's Date

Church/Owner	**User**
_____	_____
Signer's Name	*Signer's Name*
_____	_____
Position with Owner (Title)	*Position with User (Title)*

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