

Facility Use Agreement

THIS AGREEMENT, made this _____ of _____ by and
Day Month Year

between CATONSVILLE PRESBYTERIAN CHURCH (hereafter referred to as "Church" and
_____) (hereinafter referred to as
Name of organization or individual

"User Group") agree that User Group may use the assigned space and facilities as documented and approved on the applicant's Room Request form on file with the Church, upon the following terms and conditions:

1. Assigned Space

User Group is not authorized or permitted to use any of the Church facilities or equipment outside the assigned space, with the exception of the following: the closest restrooms, hallways required for direct access to the assigned space, parking areas (during hours of permitted use), strictly observing the handicapped signs and the prohibition of parking anywhere other than the lot itself.

2. Housekeeping

User Group shall endeavor to keep the assigned space neat, clean, and in good repair. Furniture within the assigned space shall be returned to the original set up configuration. NOTE: See Use of Sanctuary under the Terms of Facility Use. User Group shall always leave the assigned space in at least as good condition as existed prior to User Group's use. Any damage should be promptly reported to the Sexton. The full cost of any repairs required because of damage by User Group shall be deducted from the Security Deposit (if applicable) or be fully reimbursed to Church by User Group in addition to ordinary reimbursement for use. Extraordinary cleaning expenses shall be the responsibility of User Group.

3. Fees

For support of Church maintenance, User Group shall reimburse the Church according to its then in effect fee schedule (refundable security deposit required in some cases), or an amount (if any) designated by the Sexton in those cases not covered by said fee schedule. All such fees are due and payable in advance of User Group's use of the Church property. In cases of multiple uses, each installment of fees is payable prior to each respective use by User Group. User Group agrees to pay Church:

\$ _____ Per use Weekly Monthly Quarterly Annually
Dollar amount

for use of _____
Space

4. Terms of Facility Use and Church Policies

User Group has received copies of and agrees to abide by the Terms of Facility Use and comply with all church policies as now in force, as well as any policies that may be adopted by Church during the term of the agreement.

6. Terms of Agreement

User Group is granted use of above-named space on ____ / ____ / ____ or from:
____ / ____ / ____ to ____ / ____ / ____ . Unless previously revoked or
terminated, the permission for use extended to user Group by this Agreement shall expire
_____. Subsequent use is not guaranteed.
Date

6. Terminable at Will

This Agreement may be unilaterally revoked by Church, and the permission for use may be
terminated by Church at any time, at will, and without cause. Nothing contained in this Agree-
ment shall be construed to prohibit Church from terminating User Group’s permission to use
the church property and facilities at any time. The Church requires that each outside user group
sign a new Building Use Agreement each year.

7. Indemnification

The User Group hereby agrees to indemnify and hold harmless the Church against any and all
claims against Church arising out of User Group’s use of the church property and its activities.

8. Compliance

Failure of User Group to comply with the terms of this Agreement, the Terms of Facility Use
and/or Church policies shall result in immediate termination of User Group’s permission to
use the Church property.

9. Liability Insurance

User Group accepts full responsibility for securing and maintaining its own liability insurance.
Catonsville Presbyterian Church requires that it be designated as an additional insured. (See
Provision 3 of the Indemnity Agreement.) This information has been provided to the Clerk of
the Session.

10. Cancellation

14-day notice of cancellation is required to receive a full refund.
SPONSORSHIP OF USER GROUP: The User Group accepts responsibility for ensuring that
every individual associated with the User Group complies with the terms and conditions of this
agreement and agrees to accept responsibility for any damage caused to church property by
User Group. The User Group designates the undersigned representatives of User Group to act
as sponsor and principal spokespersons for User Group.

For the Church:

For the User Group:

CATONSVILLE PRESBYTERIAN CHURCH

User Group Name (if applicable)

Signature

Representative Signature

Printed Name

Representative Name

Date

Date

Telephone

Indemnity, Hold Harmless, and Insurance Agreement

Indemnity, Hold Harmless, and Insurance Agreement dated ____ / ____ / ____
DD MM YYYY

by (“User” or “User Group”) in favor of CATONSVILLE PRESBYTERIAN CHURCH OF
CATONSVILLE, MARYLAND (“Church”).

WHEREAS:

User Group has requested that it be allowed to use a portion of the property located at 1400 Frederick Road, Catonsville, MD 21228 (“Property”) as more fully set forth in the Facility Use Request Form (“Application”) submitted by User Group to the Church (“Proposed Use”); and

Church, reserving the right to condition use in any way it sees fit and to cancel use at any time, has agreed to said request on the condition that User Group agree to the terms and conditions set forth below.

NOW THEREFORE, in consideration of these premises and for other good and valid consideration, the receipt of which is hereby acknowledged, the User Group agrees as follows:

1. Use of Property. User Group has inspected the Property and has determined that it is suitable for the Proposed Use. In making that determination, User Group has not relied on any representations or warranties of Church or its members, employees, tenants, or any persons having an ownership or other interest in the Property. User Group accepts the Property “AS IS WHERE IS.”
2. User Group’s Indemnity, Defense and Hold Harmless Obligations. **User Group assumes full liability and releases Church from any and all claims and damages arising out of or in connection with the use of the Property or the use of the Property by any persons allowed (invited or not) on the Property by User Group. User Group shall to the fullest extent permitted by law defend, indemnify, and hold harmless the Church and its members, guests, employees, tenants, and any persons having an ownership or other interest in the Property from and against any and all alleged or actual claims, losses, suits and damages (including attorney’s fees and legal expenses) arising out of:**
 - a. any failure by User Group or the Church and any of its trustees, officers, directors, employees, invitees, licensees, representatives, volunteers, and agents, as well as its successors and assigns, to perform any of the agreements, terms, covenants, or conditions of the Facility Use Agreement,
 - b. any accident, injury, loss or damage, including, but not limited to, bodily injury, personal injury, emotional injury, to persons and/or damage to property, which shall happen in or about the Church facilities or appurtenances, however occurring, that may result from any person, including User Group’s members, using the above described facilities, its entrances and exits, and surrounding areas for User Group’s purposes, regardless of negligence of Church (including Church’s agents, employees and representatives) or otherwise,
 - c. any failure to comply with any laws, ordinances, requirements, orders, directions, rules or regulations of any federal, state, county or city governmental authority,
 - d. any materials used in the construction or alteration of any building(s), fixtures or improvements thereon on behalf of User Group, or

- e. **User Group’s possession and use of the Church facilities and/or the operation of its business on the Church facilities whether or not such use is an Authorized Use. User Group, and on behalf of User Group’s heirs, estate, executor, administrator, and assignees, agrees to waive all rights against, and release and discharge, the Church, its trustees, officers, directors, employees, representatives, volunteers and agents, as well as its successors and assigns, from and against any and all liability, responsibility, causes of action, claims, demands, damages, costs, debts, expenses, compensation, and/or suits at law or in equity, of any kind and nature whatsoever, for injuries or damages suffered by User Group and User Group’s guests that arise, directly or indirectly, by or in connection with User Group’s use of the Church premises on account of or relating to any act or omission by the Church, its trustees, officers, directors, employees, representatives, volunteers and agents, as well as its successors and assigns, without limitation.**

This provision shall survive the Church’s withdrawal of permission to use the Property and User Group’s discontinuance of use of the Property.

- 3. **User Group’s Insurance Obligations.** As a condition of its use of the Property, User Group shall name Church and its members, employees, tenants, and any persons having an ownership or other interest in the Property as additional insureds under a liability insurance policy valued at \$1,000,000 per occurrence, providing coverage for bodily injury and property damage and containing other terms and conditions acceptable to Church in its sole discretion. Policies required hereunder shall contain a provision that the insurance will not be canceled, materially changed, or not renewed without at least thirty (30) days’ advance written notice to Catonsville Presbyterian Church, c/o Clerk of Session, 1400 Frederick Road, Catonsville, MD 21228. As an additional condition, User Group shall furnish the Church with proof of a valid insurance policy simultaneous with the signing of this document. **If User Group does not carry insurance, provision 1 and 2 above still apply, and User Group agrees that they alone shall be responsible for any property damage, personal injury or death that may occur during the use of the premises.**

User Group further states that the individual(s) doing so are authorized to sign this agreement; that I/we understand the terms herein are contractual and not mere recital; and that I/we have signed this document of my/our own free act and volition. I/We further state and acknowledge that I/we have fully informed ourselves of the content of this affirmation, the Facility Use Policy, Facility Use Agreement, and the Indemnity, Hold Harmless, and Insurance agreement by reading these documents before signing below.

Representative Signature	User Group Name (if applicable)
Representative Name	Date