



Facilities Use Agreement

This agreement by and between Cole Community Church 8775 Ustick Road • Boise, ID 83704
Owner's name *Owner's Complete Address*

(“Owner”), and _____ (“User”),
User's Name *User's Complete Address*

will take effect on the ____ day of _____ and will continue for a period of _____.
Date *Month* *Year* *Time Period*

WHEREAS, Owner own premises located at 8775 Ustick Road • Boise, ID 83704
Owner's Complete Address

which is normally used for Church and School Functions, and
Type of Use

WHEREAS, User desires to use the _____ area of the facilities for the
Area of Premises (e.g. church building)

purpose of _____, and
Purpose of Use

WHEREAS, Owner as agreed to allow User to use the facilities provided that the following terms and condition 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

Describe Times and Days of Usage *Name and Owner's Contact Person*

is the contact person for Owner and _____ is the contact person for User to
Name of User's Contact Person
coordinate the details of usage.

2. **Fee Agreement.** User agrees to 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 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 a 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. **Organizational 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 insurance 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.

Activities Including Minors. User promises and warrants that it carries liability insurance with a Sexual Acts endorsement with a minimum of \$300,000 coverage.

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.

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, 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.

10.5. 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.

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. 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 _____.

Date

Month

Year

Owner

User

Signer's Name

Signer's Name

Position with Owner (title)

Position with User (title)

Facilities Use Application

NON-COLE USERS

APPLICANT

Name: _____

Address: _____

Contact Name: _____

Contact Phone: _____

Contact E-mail: _____

Organizational Type: _____

(501c(3); individual; etc.)

Does this activity or event involve minors (people under the age of 18)? YES NO

Activity or Event: _____

Desired Date: _____

Facilities Requested: _____

Hours of Use: _____

This is an application only; no guarantee of approval of use or availability of requested facilities is made or implied.

Final booking and confirmation of a reservation will require the completion of the Facilities Use Agreement and receipt by Cole Community Church of satisfactory certificate of insurance (as is applicable).

The facilities of Cole Community Church are a gift from God that we are called upon by God to care for and to use for the fellowship of the Body of Christ and to bring glory to God. Although these facilities are not generally open to the public, we occasionally make our facilities available for use by approved groups and activities. Facility use will not be permitted to persons or groups holding, advancing, or advocating beliefs or practices that conflict with the faith and moral teaching of Cole Community Church, which are summarized in, among other places, the church's Constitution and Bylaws. Additionally, the church facilities, including all buildings, grounds, and appurtenances, shall not be used for activities that contradict or are deemed inconsistent with the church's faith and moral teaching. The final authority on the suitability of any use or activity rests solely with the Council of Elders.

In light of the above statement, I affirm that:

- I understand that Cole Community Church does not allow its facilities to be used in a way that contradicts its faith or by persons or groups holding beliefs that contradict the church's faith and moral teaching.
- To the best of my knowledge the purpose for which I am requesting use of church facilities will not contradict the church's faith and moral teaching, and I commit to promptly disclose any potential conflict of which I am aware or become aware to church staff.
- I understand that the church does not allow its facilities to be generally available to the public, and that my use of these facilities is subject to the approval of the Council of Elders, which is conditioned in part on my agreement to the requirements in the "Facility Use Policy," a copy of which I have read and understood.
- I understand that I will be responsible for any damages to the facilities resulting from this proposed use of facilities.
- No alcohol may be served or used on church facilities. Smoking is not permitted in any buildings. Abusive and foul language, violent behavior, and use of illegal drugs are strictly prohibited on church premises. No weapons may be carried on church premises.

Signature:

Name

Date