

FACILITY USE AGREEMENT

This agreement is entered into by and between the First United Methodist Church of Yankton (“Owner”), and (“User”) _____, and will take effect on _____ and continue until _____.

WHEREAS, Owner owns premises located at 207 W 11th St, Yankton, SD 57078, which is normally used for purposes of operating a church/house of worship, and WHEREAS, User desires to use a limited portion of the building for the purpose of _____, and WHEREAS, Owner has agreed to allow User to use the building provided that the following terms and conditions 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 _____. _____ is the contact person for Owner and _____ is the contact person for User to coordinate the details of usage.
2. Non-Fee Agreement. User shall not be required to pay a fee to use the premises. 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.
 Fee Agreement. User agrees to abide by all the terms and conditions of use described in this agreement, and User agrees to pay Owner for the use of the premises upon the following terms:

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 may be adopted and amended by the Owner’s organization body from time to time.
6. **Organizational Users.** User promises and warrants that it carries liability insurance. 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. If the User’s minimum liability occurrence limit is less than \$1,000,000, an employee or agent of the Owner must remain upon the premises at all times during User’s use of the premises and shall be responsible for clearing and securing the premises after User completes each use of the premises.
 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. An employee or agent of the Owner must remain upon the premises at all times during User's use of the premises and shall be responsible for securing the premises after User completes each use of the premises.

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. User's use of the premises shall be considered a binding admission that the premises is in a safe condition.
10. This agreement may be cancelled unilaterally by either party with 14 days written notice to the other party. If this Agreement is terminated User may no longer lawfully utilize the premises.
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.
13. This document contains the entire agreement of the parties and supersedes all prior written or oral agreements relating to the subject matter.
14. The person signing this agreement on behalf of User warrants that he or she has lawful authority to sign this agreement on behalf of User.

Dated this _____ day of _____, 20____.

Owner

User

First United Methodist Church of Yankton

Organization Name

Signer's Name (signature)

Signer's Name (signature)

Signer's Name (printed)

Signer's Name (printed)

Title

Title