

The ARC Facilities Use Agreement

WHEREAS Owner owns premises located at 132 E. Main Street, Gardner, KS 66030 which is normally used for a church office/meeting space and

WHEREAS User desires to use the ARC Community Space area of the facility 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.

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 date & time of usage Name & Owners Contact Person

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

2. Fee Agreement. The user agrees to make a payment for the use of the premises. In consideration of the benefits of using Owner's facilities, User agrees to abide by all the terms and conditions for 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 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 attached to this agreement.

5. User agrees that it is solely responsible to implement appropriate screening and supervision measures to protect children, youth and vulnerable adults attending user's function at the above-described facilities.

6. Organization User. User promises and warrants that it carries liability insurance with a minimum occurrence limit of \$1,000,000. The user will provide a certificate of insurance to the owner at least seven (7) days prior to the date upon which the User begins to use the above-described premises. The certification of insurance will indicate that the user has made the owner an "additional insured" on User's policy with respect to use by the User of the above-described premises.

7. User agrees to hold harmless, indemnify, (including Owner's agents, employee and representatives) from any and all liability for injury or damage including but not limited to illness, exposure to infectious/communicable disease, bodily injury, personal injury, emotional injury or property damage which may result for any person using the above described premises, it's entrances, exits, and surrounding areas for User's purposes regardless whether such injury or damage results from the negligence of the owner, (including Owner's agents, employees and representatives) or otherwise.

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8. User agrees to be responsible for preparing to use and returning to the pre-use conditional in 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 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 the 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 the 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; any such assignment will void this agreement at the sole option of the owner.

12. Owner and User agree that any dispute arising under this agreement will be resolved via mutually acceptable alternative dispute resolution program. If Owner and User cannot mutually agree up 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 _____
Day Month Year

_____ *David Holland* _____ *Printed Owner Name*
_____ *Lead Pastor, Restoration Church Gardner* _____ *Position of Owner*

_____ _____ *Printed User Name*
_____ _____ *Position Of User*