

Hold Harmless / Facility Use Agreement

This agreement by and between **Asbury United Methodist Church**, 6612 Creedmoor Rd., Raleigh, NC. 27613 ("Owner"), and _____

Users name

User's Complete Address

("User"), will take effect on the _____ day of _____ and will continue for a period of _____
Day Month Year
_____, WHEREAS, Owner owns premises located at 6612
Time Period

Creedmoor Rd. Raleigh, NC. 27613, which is normally used for church events, and WHEREAS, User desires to use the _____ area of the facilities for the purpose of _____
Area of Facilities Used
_____, and WHEREAS, Owner
Purpose of use

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 times and days of usage

_____,
Name of Asbury's contact person

Is the contact person for Asbury, _____ is the contact person for User to
Name of User's contact person
coordinate the details of usage.

Name of Asbury Member Sponsor

Is the Asbury member sponsor and agrees to attend this function for

the duration of the event.

2. User agrees to pay Owner _____ for the use of the premises.
Amount

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 to abide by the facility policy attached to this agreement.

5. 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.**

6. 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.

7. 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.

8. 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.

9. This agreement may be cancelled unilaterally by either party with 14 days written notice to the other party.

10. 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.

11. 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.

12. This document in combination with the Asbury Facility Usage Policy 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

Owner

Signer's Name

Position with Owner (Title)

User

Signer's Name

Position with User (Title)

Asbury Sponsor

Asbury Member / Event Sponsor Name