

## **Building Use Agreement**

This agreement by and between All Saints Church, 4310 Garrett Road, Durham, NC 27707 (“Owner”), and \_\_\_\_\_

\_\_\_\_\_ (“User”), will take effect on the \_\_\_\_ day of \_\_\_\_\_, and will continue for a period of \_\_\_\_\_.

WHEREAS, Owner leases a building located at 4310 Garrett Road, Durham, NC 27707 which is normally used as a place of worship and Christian education, and

WHEREAS, User desires to use the following area(s) 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 and period(s) of time. Ben Bowman is the contact person for Owner and \_\_\_\_\_ is the contact person for User to coordinate the details of usage.

2. User agrees to pay Owner \_\_\_\_\_ for the use of the premises. If applicable, a fee of \_\_\_\_\_ for cleaning services will be paid directly to Triangle Business Cleaning Services and/or a fee of \_\_\_\_\_ for a sound technician will be paid directly to the assigned sound technician. If the Owner's Facility Manager determines that professional cleaning will be necessary, User does not have the option of substituting its own labor or that of another cleaning company for the services of Triangle Business Cleaning Services.

Similarly, User may not substitute its own technician for a trained church sound technician in the Sanctuary. Fees are due on or before the day of the event.

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 acknowledges receipt of the rules and regulations pertaining to the use of the premises and agrees to abide by them.
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. All Saints Church may, in its sole discretion waive or modify this requirement for certain users. In any event, whether insured or not, all Users shall indemnify, defend and hold All Saints Church harmless from any and all claims, causes of action or damages related in any way to, or arising from, use of the All Saints Church facility by User.
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 a safe condition.
9. Either party may cancel this agreement unilaterally 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 claim or dispute arising under this agreement will be resolved by mediation and, if necessary, legally binding arbitration in accordance with the *Rules of Procedure for Christian Conciliation* of the Institute for Christian Conciliation, a division of Peacemaker<sup>®</sup> Ministries (complete text of the Rules is available at [www.HisPeace.org](http://www.HisPeace.org)). Judgment upon an arbitration decision may be entered in any court otherwise having jurisdiction. The parties understand that these methods shall be the sole remedy for any controversy or claim arising out of this agreement and expressly waive their right to file a lawsuit in any civil court against one another for such disputes, except to enforce an arbitration decision.

12. Contact information for User is as follows:

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**Owner**

**User**

\_\_\_\_\_  
Signer's name

\_\_\_\_\_  
Signer's name (ASC member? Y or N )

\_\_\_\_\_  
Position with Owner

\_\_\_\_\_  
Position with User