## Towson Presbyterian Church 400 W. Chesapeake Avenue Towson MD 21204

## **Facilities Use Agreement**

This agreement by and between	Owner's name	Owner's co	mplete address
("Oxygon") and			-
("Owner"), and		User's complete address	("User"),
will take effect on the day of	and will co  Year	ntinue for a period of	Time period
WHEREAS, Owner owns premises locate	ed at		
		Complete address	
			, and
WHEREAS, User desires to use the	Area of premises (e.g. church	area of t	he facilities for the
purpose of			, and
r r r r r r r r -	Purpose of us	se	
WHEREAS, Owner has agreed to allow U	Jser to use the facilities provi	ded that the following terms	and conditions are met.
It is Therefore Agreed By and Betwe	een the Parties:		
1. Owner agrees to let User use the above	described premises for the ab	oove described purpose on	
Describe times and days of usage	e ·	Name and Owner's con	tact person
is the contact person for Owner and		is the contact per	son for User to
coordinate the details of usage.	Name of User's contact person		
2. □ Fee Agreement. User agrees to pay C	)wner	for the use of the premis	ses.
□ Non-Fee Agreement. In consideration and conditions of use described in the	on for the benefit of using Ow		
3. User agrees that it will not use the pren governmental authorities while using t		ses, and will obey all laws, rul	les, and regulations of all
4. User agrees that it will not use the pren Owner, which is a biblically-based relig		contrary to the mission, purpo	ose or belief of the
5. User agrees to abide by any rules or reg	gulations for the use of the pro-	emises that are attached to the	is agreement.
6. Organizational Users. User promise occurrence limit of \$1,000,000. The User begins that User has made Owner an "additudescribed premises.	Jser will provide a certificate ns to use the above described	of insurance to the Owner at I premises. The certificate of it	least seven days prior nsurance will indicate
☐ Individual Users. User promises and (acceptable to Owner) from each part signature of at least one parent or leg-	ticipant in the activity. If the p	participants are minors, User	

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- 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.

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Additional Information:

Owner	User	
Signer's Name	Signer's Name	
Position with Owner (title)	Position with User (title)	

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