

# BUILDING/FACILITY USE AGREEMENT

This is a legal contract. Read before signing.

## General Conditions and Amount of Fee

It is agreed between \_\_\_\_\_, hereinafter referred to as PROPERTY OWNER/LANDLORD and \_\_\_\_\_, hereinafter referred to as USER, that the PROPERTY OWNER/LANDLORD, shall allow the USER access and the use of the FACILITY as conditioned and described below, subject to all the policies and procedures of PROPERTY OWNER/LANDLORD, in consideration of \$\_\_\_\_\_.

This total fee includes the following: Fees \$\_\_\_\_\_, custodial or other staff costs \$\_\_\_\_\_, and other miscellaneous costs attached hereto as Exhibit "A" in the total amount of \$\_\_\_\_\_.

Organization requesting use: \_\_\_\_\_

Facility to be used: \_\_\_\_\_

Date(s) of use: \_\_\_\_\_

Time needed: From \_\_\_\_\_ : \_\_\_\_\_ a.m./p.m. to \_\_\_\_\_ : \_\_\_\_\_ a.m./p.m.

Is an admission fee charged?    Yes    No    Amount \$ \_\_\_\_\_

Purpose of use (Type of Activity): \_\_\_\_\_

Special equipment needs: \_\_\_\_\_

Special personnel needed: \_\_\_\_\_

**NOTE:** PROPERTY OWNER/LANDLORD is not responsible to provide any special equipment or personnel unless the same has been specifically agreed to by the PROPERTY OWNER/LANDLORD and the USER, and the specific related terms for the special equipment or personnel have been set forth on the attached Exhibit "A."

The undersigned has been given authority to act for and be responsible for the USER making this application. USER will see that the FACILITY is not misused or abused, that there is proper adult supervision at all times, that the FACILITY is used in conformity with all policies and regulations of the PROPERTY OWNER/LANDLORD, and that all other terms of this BUILDING/FACILITY USE AGREEMENT are adhered to and followed.

The undersigned understands and agrees that this BUILDING/FACILITY USE AGREEMENT does not establish an employer-employee relationship between USER and PROPERTY OWNER/LANDLORD, that the event is neither a conducted event nor a sponsored event of PROPERTY OWNER/LANDLORD. In addition, it is understood that PROPERTY OWNER/LANDLORD will not exercise any physical or other control over the operation of the event other than those already spelled out in this BUILDING/FACILITY USE AGREEMENT. In addition, USER understands that PROPERTY OWNER/LANDLORD is not providing any supervision by this agreement.

## No other Promises or Warranties

USER understands that no promises are made otherwise than what is contained in this agreement, that no warranties have been made that the FACILITY will be adequate for USER's planned use, and that USER accepts the FACILITY in an AS IS condition. USER to initial box to left.

USER has inspected the facility to be used and has independently determined that it is suitable and safe for their particular purpose. USER to initial box to left.

## Insurance (Check where applicable)

### LIABILITY INSURANCE

USER at its sole cost and expense shall maintain during the DATE(S) OF USE of this agreement public liability insurance insuring against ALL liability of USER, PROPERTY OWNER/LANDLORD, and their authorized representatives arising out of and in connection with USER'S use of the FACILITY, with a single liability limit of:

Check Appropriate Box	\$500,000	\$1,000,000	\$
-----------------------	-----------	-------------	----

---

### PROPERTY DAMAGE INSURANCE

USER also at its sole cost and expense shall maintain during the DATE(S) OF USE of this agreement property damage limits covering the facility to be used of not less than:

Check Appropriate Box	\$500,000	\$1,000,000	\$
-----------------------	-----------	-------------	----

---

It is the intention of both USER and PROPERTY OWNER/LANDLORD that both the public liability and property damage insurance shall insure performance by USER of the express indemnity provision contained below. However, the limits of such insurance shall not limit the liability of USER hereunder.

PROPERTY OWNER/LANDLORD shall be named as an additional named insured on the insurance policy purchased by USER, which is the subject of this agreement.

USER agrees to provide PROPERTY OWNER/LANDLORD with a copy of the certificate of insurance evidencing that it has complied with the insurance requirement of this agreement.

## Express Indemnity (Check either)

### INDEMNITY PROVISION "A"

USER agrees to save, indemnify, and keep harmless PROPERTY OWNER/LANDLORD against any and all liability, claims, judgments, or demands, including demands arising from injuries or death of persons (USER'S employees included) and damage to property, arising directly or indirectly out of obligations herein undertaken or out of the operations conducted by USER, save and except claims or litigation arising through the sole negligence or sole willful misconduct of PROPERTY OWNER/LANDLORD. It is the intention of the parties that the indemnity provided for by this agreement provides for indemnity to the fullest extent provided for by law.

### INDEMNITY PROVISION "B"

USER agrees to save, indemnify, and keep harmless PROPERTY OWNER/LANDLORD against any and all liability, claims, judgments, or demands, including demands arising from injuries or death of persons (USER'S employees included) and damage to property in which PROPERTY OWNER/LANDLORD shall be named a defendant and which involves claims arising directly or indirectly from, as a result of, or in connection with USER'S use of the premises. It is the intention of the parties that the indemnity provided by this agreement provides for indemnity to the PROPERTY OWNER/LANDLORD for the PROPERTY OWNER/LANDLORD's own acts of passive negligence that solely or contributorily cause liability to the PROPERTY OWNER/LANDLORD, but USER is not indemnifying the PROPERTY OWNER/LANDLORD for the PROPERTY OWNER/LANDLORD's own acts of active negligence that solely or contributorily cause liability to the PROPERTY OWNER/LANDLORD.

Signed

Date

---

PROPERTY OWNER/LANDLORD

Signed

Date

---

USER

THIS BUILDING/FACILITY USE AGREEMENT WAS RESEARCHED AND DRAFTED BY THE LAW FIRM OF:

McKay, de Lorimier & Accain  
By Paul A. de Lorimier, Esq.  
3250 Wilshire Boulevard, Suite 603  
Los Angeles, California 90010-1578  
(213) 386-6900  
pdelorimier@mbglaw.com

The information contained in these materials is intended solely to provide general guidance on topics that may be of interest to you. While we have made reasonable efforts to present accurate and reliable information, Church Mutual Insurance Company, S.I. (a stock insurer)<sup>1</sup> and its affiliates expressly disclaim all liability for any errors or omissions, or for any actions you take or fail to take based on these materials. Links to any external websites provided in these materials are not maintained by Church Mutual Insurance Company, S.I. or its affiliates. Church Mutual Insurance Company, S.I. and its affiliates are not responsible for and do not in any way approve or endorse the content or accuracy of such sites. The information provided in these materials may not apply to your particular facts or circumstances; therefore, you should seek professional advice prior to relying on any information that may be found herein. © 2020 Church Mutual Insurance Company, S.I. All Rights Reserved.

<sup>1</sup>Church Mutual is a stock insurer whose policyholders are members of the parent mutual holding company formed on 1/1/20. S.I. = a stock insurer.