

# FACILITIES USE AGREEMENT

This Agreement (“Agreement”) is by and between Calvary Assembly of God of Orlando, Florida, Inc., a Florida nonprofit corporation (the “Church”) and undersigned licensee (the “User”).

This Agreement grants a limited, conditional license to the User to use the Room, Equipment, and associated property (collectively, the “Facility”) on the terms and conditions contained herein.

User [Organization Name]: \_\_\_\_\_

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

User’s “Authorized Representative” for Event: \_\_\_\_\_

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

Phone Numbers:      Work \_\_\_\_\_      Home \_\_\_\_\_

   Fax \_\_\_\_\_      Cell \_\_\_\_\_

Event/Activity: \_\_\_\_\_

“Room(s)” requested: \_\_\_\_\_

“Equipment” requested: \_\_\_\_\_

Date(s) of event/activity: Beginning at \_\_\_\_\_      Ending at \_\_\_\_\_

Time of event/activity: Starting at: \_\_\_\_\_ am/pm      Ending at \_\_\_\_\_ am/pm

Will you need additional time for set up? Yes \_\_\_\_\_ No \_\_\_\_\_      Starting at: \_\_\_\_\_

Special requests/set-up needs: \_\_\_\_\_

**Fees:** See attached Addendum as to Financial Terms

**Usage Guidelines:** User agrees to the following guidelines while utilizing the Facility:

1.      Prohibited Items.
  - a.      No smoking allowed inside the building or within fifty feet of building entrances.
  - b.      No alcoholic beverages allowed in or on the Facility.
  - c.      Dangerous flammable or explosive substances or items which might increase the danger of fire or which might be considered hazardous by a responsible insurance company are not allowed on the Facility, unless Church’s authorized agent grants written permission, and proof of adequate insurance protection is provided by User to Church.
  - d.      User shall comply with all local, State, and Federal laws concerning health, safety, and public order regarding the use of the Facility.

e. User, its clients, employees, invitees, guests, or other persons in Facility with User's consent shall refrain from conduct which would bring shame or disrepute on Church or which would generate publicity portraying Church in an unfavorable light.

f. User, its clients, employees, invitees, guests, or other persons in Facility with User's consent shall not use the facility in any way that might even appear to violate Church's theological views and world views.

## 2. Insurance.

a. User carries commercial general liability insurance with a minimum liability occurrence of \$1,000,000, with \$2,000,000 aggregate as evidenced by the Certificate of Insurance attached as an Exhibit naming Church as an additional insured.

b. If User provides counseling as part of the Facilities Usage, the User carries Professional Counseling Liability Insurance with a minimum liability occurrence limit of \$1,000,000, with \$2,000,000 aggregate as evidenced by a Certificate of Insurance attached as an Exhibit naming Church as an additional insured.

c. If the User has employees who will be working in conjunction with this contact or is hiring or using a third party who will in turn have its employees working, then the statutory limit for workers' compensation insurance will apply.

## 3. Liability.

a. Church is not responsible for losses incurred as a result of defects or conditions arising from the negligent act or omission of User, its clients, employees, invitees, guests, or other person in Facility with User's consent.

b. Church is not responsible for personal belongings left unattended or abandoned when moving out. Church may dispose of items left in the Facility in its sole and absolute discretion and without liability to Church.

c. Church is not responsible for a failure of performance occurring due to Acts of God, war, terrorist act, pandemic, government regulation, riots, disasters or strikes, any one of which make performance impossible. Further, the Church shall have no liability for power disruptions of any kind.

d. Participants at events hosted by User are under the direct and complete supervision and control of User. As such, User is liable for all damages beyond normal wear and tear arising from its use of the Facility. Accordingly, User shall reimburse Church for the cost of repair, replacement, or maintenance resulting from damage to Facilities or Equipment by User, its agents or representatives, guests, or participants.

4. Indemnity. User shall hold harmless, indemnify, protect, and defend Church for, from, and against all costs, claims, damages, or liability for injury or damage including, but not limited to, bodily injury, emotional injury, or property damage arising from this Agreement or from User's use of the Facility, regardless of whether caused by User, by Church, or otherwise.

5. Outside Vendors. User is not authorized to host outside vendors, concession/food trucks, party rental equipment (i.e. bounce houses, slides, etc.), without approval by Church's

Business Administrator. Proof of Insurance or a hold harmless agreement must be provided by the vendor at least 10 days before the event.

**General:**

a. User recognizes that the Facility is primarily used by a church as a place of reverence and worship of God and therefore will govern their conduct and uses accordingly.

b. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida. In the event of any legal or equitable action arising under this Agreement, the parties hereto hereby agree that jurisdiction and venue for such action shall lie exclusively within either the state courts of Florida located in Orange County, Florida, or the United States District Court for the Middle District of Florida, Orlando Division. The parties hereby specifically waive any other jurisdiction and venue.

c. In the event of any litigation between the parties arising out of or relating to the Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all costs incurred and reasonable attorneys' fees, including attorneys' fees in all investigations, trials, bankruptcies and appeals.

d. User shall not assign any of its rights, duties or responsibilities under this Agreement.

e. User recognizes and acknowledges that Church maintains active ministries at all times and there may be other ministries and events taking place before, during and/or after User's event/activity.

f. User acknowledges and agrees that it has received and reviewed the Church's Facility Use Policy and agrees to comply with and not violate said Policy.

g. Access to certain areas of the Facility (including but not limited to restrooms) that are designated for use by one sex is exclusively limited to individuals who are individuals of that sex as determined at birth.

User

\_\_\_\_\_

By: \_\_\_\_\_

Print name: \_\_\_\_\_

Print title: \_\_\_\_\_

Date: \_\_\_\_\_

Church

Calvary Assembly of God of Orlando,  
Florida, Inc.

By: \_\_\_\_\_

Print name: \_\_\_\_\_

Print title: \_\_\_\_\_

Date: \_\_\_\_\_