

North East United Methodist Church Facilities Use Agreement

This agreement by and between North East United Methodist Church (“Owner”), and North East United States Post Office (“User”), will take effect on the _____ day of _____, _____ and will continue for a period of _____.

WHEREAS, Owner owns premises located at corner of Main and Church Streets which is normally used for church parking, and WHEREAS, User desires to use the Main and Church Streets parking lot area of the facilities for the purpose of employee and customer parking; access lane for, and WHEREAS, Owner 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

_____ times and days of usage _____ name & owners contact person
is the contact person for Owner and _____ is the contact person for User
to coordinate the details of usage. _____ User’s contact person

2. Non-Fee Agreement. In consideration for the benefit of using Owner’s facilities, User agrees to abide by all the terms and conditions of use described in this agreement.
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 that it will not use the premises for any purpose that is contrary to the mission, purpose or belief of the Owner, which is a biblically-based religious institution.
5. User agrees that it will not use the premises for any purpose that is contrary to the mission, purpose or belief of the Owner, which is a biblically-based religious institution.
6. **Organizational Users.** 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 premises.
 Individual Users. User promises and warrants that User will obtain signed Activity Participation Agreements (either provided by or acceptable to Owner) from each participant in the activity. If the participants are minors, User will obtain the signature of at least one parent or legal guardian on each Activity Participation Agreement.

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.
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. User agrees to allow NEUMC to use vacant lot behind post office for a garden and all activities pertaining to preparing and maintaining said garden. NEUMC will provide proof of insurance and sign a reciprocal facilities use agreement.

Dated this _____ day of _____, _____.

Owner

User

 Signer's Name

 Signer's Name

 Position with Owner (title)

 Position with User (title)