



Building & Grounds Use Agreement

This agreement is by and between Grace Life Church 601 E. College Drive Marshall, MN 56258 ("Owner"), and _____ ("User"), will take effect on _____ day of _____ and will continue for a period of _____.

WHEREAS, Owner owns premises located at 601 E. College Drive Marshall, MN 56258 which is normally used for church and academic purposes, and WHEREAS, User desires to use the _____ area of the building or grounds for the purpose of _____, and WHEREAS Owner has agreed to allow User to use the building and/or grounds provided that the following terms and conditions are met.

It is Therefore Agreed by and Between the Parties:

- Owner agrees to let User use the above described premises for the above described purpose on _____. Rob Falconer and/or Joyce Adams is the contact person for the Owner and _____ is the contact person for User to coordinate the details of usage.
- User agrees to pay Owner _____ for use of the premises.
- 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.
- 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.
- User agrees to abide by any rules or regulations for the use of the premises that are attached to this agreement.
- 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.

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, playground, ball field, parking 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. User also agrees to pay all legal expenses, including reasonable attorney's fees, incurred by Owner or Owner's agents, employees or representatives in defending such claims.
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 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 assignments 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 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.

Dated this _____ day of _____.

day month year

Owner

Signer's Name

Position with Owner(title)

User

Signer's Name

Position with User(title)