

BUILDING/FACILITY USE AGREEMENT

This is a legal contract. Read before signing.

GENERAL CONDITIONS AND AMOUNT OF FEE

It is agreed between **Kutztown Area School District**, 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

Initial

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.

Initial

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" Or INDEMNITY PROVISION "B"

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:

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THIS FORM IS MADE AVAILABLE AS A SAMPLE BUILDING/FACILITY USE AGREEMENT WITH THE EXPRESS PERMISSION OF MCKAY, de LORIMIER & ACAIN. NEITHER MCKAY, de LORIMIER & ACAIN NOR CHURCH MUTUAL INSURANCE COMPANY WARRANT THAT IT IS APPROPRIATE FOR USE BY ANY OF ITS INSURED. THE BUILDING/FACILITY USE AGREEMENT WAS DRAFTED AS A SAMPLE DOCUMENT AND MAY NOT BE APPROPRIATE FOR THE SPECIFIC NEEDS OF A PARTICULAR ORGANIZATION. THIS BUILDING/FACILITY USE AGREEMENT IS NOT A SUBSTITUTE FOR GOOD PRACTICE, PROPER SUPERVISION, AND REPAIR. THERE IS NO GUARANTEE THAT THIS BUILDING/FACILITY USE AGREEMENT WILL PROTECT ANY FACILITY THAT CHOOSES TO USE IT. BEFORE USING THIS SAMPLE DOCUMENT OR ANY DOCUMENT LIKE IT, YOU SHOULD CONSULT WITH YOUR OWN ATTORNEY TO MAKE CERTAIN THAT THE DOCUMENT YOU EVENTUALLY USE IS CORRECT AND CURRENT UNDER THE LAW OF YOUR PARTICULAR JURISDICTION AND THAT THE DOCUMENT MEETS YOUR NEEDS FOR YOUR PARTICULAR SITUATION.