

**Facilities Use Agreement**

This agreement by and between Calvary Tuscaloosa, 1121 Paul W. Bryant Dr., Tuscaloosa, AL 35401,

and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_will take effect

*User’s Name/Organization User/Organization’s Complete Address*

on this \_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and continue until end of day on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

*Day Month Year Date of Event*

User desires to occupy the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ area of the facilities for the

*Area of Event (e.g. Annex)*

purpose of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, whereas Calvary Tuscaloosa

*Purpose of Use*

agrees to allow User to occupy the facilities, provided that the following terms and conditions are met.

**It is Therefore Agreed By and Between the Parties:**

Calvary Tuscaloosa agrees to let the above-described User occupy the above-described premises for the above-described purpose on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

*Dates & Times of Usage*

1. \_\_\_ **Fee Agreement:** User agrees to pay Calvary \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for the use of the premises.

*Fee Total Amount*

1. \_\_\_ **Non-Fee Agreement:** In consideration of the benefit of using Calvary Tuscaloosa’s facilities, User agrees to abide by all the terms and conditions of use described in this agreement.
   1. User agrees to not use the premises for any unlawful purposes, and to obey all laws, rules, and regulations of all governmental authorities while using the above-described facilities.
   2. User agrees to not use the premises for any purpose that is contrary to the mission, purpose or belief of Calvary Tuscaloosa, which is biblically-based religious institution.
   3. User agrees to abide by any rules and regulations for the use of the premises attached to this agreement.
2. \_\_\_ **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 Calvary Tuscaloosa 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 Calvary an “additional insured” on User’s policy with respect to the use by User of the above-described premises.
3. \_\_\_ **Individual Users:** User promises and warrants that User will obtain signed Activity Participation Agreements (either provided by or acceptable to Calvary) 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.
4. User agrees to hold harmless, indemnify and defend Calvary (including Calvary’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 Calvary (including Calvary’s agents, employees and representatives) or otherwise.
5. User agrees to be responsible for preparing beforehand and returning to the pre-use condition all areas of the premises, which User will occupy, including entrances, exits, and surrounding areas.
6. User agrees to conduct a visual inspection of the premises, including entrances, exits, and surrounding areas prior to each use, and warrants that the premises will be used only if it is in a safe condition.
7. This agreement may be cancelled unilaterally by either party with 14 days’ written notice to the other party.
8. In the event Calvary must cancel this agreement, User will be entitled to any deposit User has paid. However, in no event will Calvary be liable to User for any lost profits or incidental, indirect, special, or consequential damages arising out of User’s inability to use the above-described premises, even if Calvary has been advised of the possibility of such damages.
9. 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 Calvary.
10. Calvary and User agree that any disputes arising under this agreement will be resolved via a mutually acceptable alternative dispute resolution process. If Calvary 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.

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**  **User**

Calvary Baptist Church\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*Owner’s Name Signer’s Name*

Anna Lee Vaughn, Administrative Assistant\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*Position with Owner (title) Signer’s Position (if affiliated with organization)*

**User:** Please complete and sign this form, and email to **Anna Lee Vaughn, Calvary Administrative Assistant (**[**annalee@calvarytuscaloosa.org**](mailto:annalee@calvarytuscaloosa.org)**)**, or print and bring along with chosen form of payment to the church **Welcome Center** office, located at **1121 Paul W. Bryant Drive, Tuscaloosa, AL 35401**. **Your signed Facilities Use Agreement form and all required fees must be submitted within seven (7) days of Facility Request approval to secure your event on our church calendar.** For any questions, please call the church office at **(205) 758-0495**.