

# Facilities Use Agreement

August 12, 2009 Previous unapproved editions void

This agreement by and between Covenant Presbyterian Church/Covenant Christian School, 2350 Frankford Avenue, Panama City, Florida ("Owner"), and

\_\_\_\_\_ ("User"),

\_\_\_\_\_  
User's complete name and address

takes effect on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and will continue for a period of  
Day Month Year

\_\_\_\_\_  
List exact time period

WHEREAS, Owner owns premises located at 2350 Frankford Avenue which is normally used for religious and educational purposes consistent with the mission of Covenant Presbyterian Church and Covenant Christian School, and

WHEREAS, User requests use of the \_\_\_\_\_

\_\_\_\_\_  
List specific area(s), buildings and/or grounds

for the purpose of \_\_\_\_\_, and

\_\_\_\_\_  
List specific purpose(s)

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 at the above described time(s) and for the above described purpose.
2. User has confirmed no date conflicts at [www.covenantpca.net/calendar/master\\_calendar.htm](http://www.covenantpca.net/calendar/master_calendar.htm)
3. User agrees to pay Owner \$\_\_\_\_\_ for the use of the premises.
4. 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 these facilities.
5. User agrees to abide by any rules, regulations, restrictions or other stipulations attached to this agreement by the Owner.
6. 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, theft, 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.
7. 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, with all entrances and exits being secure, and all heating, cooling, lights, water, audio video equipment, etc., being off or returned to a setting predetermined by consultation with Owner's representative.
8. 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.
9. This agreement may be cancelled unilaterally by either party with 14 days written notice to the other party.
10. 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.
11. User agrees to notify Owner's representative listed below, or if unavailable the main office at 850-769-7448, as soon as practicable, but no later than 9:00 a.m. the next day, of any damage, equipment failure, safety concern, or issues that impact the use of said facilities by the User or the Owner, or any other group, regardless of who might be responsible.

12. User agrees that any correspondence sent to the Owner's representative by email must be sent to the email address of the representative listed below and copied to [church@covenantpca.net](mailto:church@covenantpca.net)
13. 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.
14. This document, and the additional \_\_\_\_\_ attached sheet(s) contains the entire agreement of the parties and supersedes all prior written or oral agreements relating to the subject matter.
15. All initial *Facility Use Agreement* requests must be communicated in written form to Todd Mitchell, CPC Business Manager. **Until Mr. Mitchell has acknowledged receipt of the request, no use of facilities is allowed.**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
Day Month Year

**Authorized Signatory of Owner**

\_\_\_\_\_  
Printed Name Telephone

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Email address

\_\_\_\_\_  
Position/Title with Owner

**Contact Information:**

Covenant Presbyterian Church  
 Covenant Christian School  
 2350 Frankford Avenue  
 Panama City FL 32405-2297  
 850-769-7448  
 850-763-2104 Fax

Todd Mitchell's e-mail: [todd@covenantpca.net](mailto:todd@covenantpca.net)

cc on **ALL** email [Church@covenantpca.net](mailto:Church@covenantpca.net)

**Authorized Signatory of User** - by my signature below, I certify that I am entering this agreement personally or as the duly authorized representative of

\_\_\_\_\_  
Name of organization

\_\_\_\_\_  
Signatory's printed Name Telephone

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Email address

\_\_\_\_\_  
Position/Title with User

Please provide two additional responsible parties for emergency contact purposes (please print all information)

\_\_\_\_\_  
Name Telephone

\_\_\_\_\_  
Email address

\_\_\_\_\_  
Name Telephone

\_\_\_\_\_  
Email address