

## FACILITIES USE AGREEMENT

**THIS FACILITIES USE AGREEMENT** is entered into by and between the Susquehanna Conference of the United Methodist Church (hereinafter “Conference”) and [*insert name of organization*] (hereinafter “Organization”).

**WHEREAS**, Conference owns facilities located at 303 Mulberry Drive, Mechanicsburg, PA 17055 (hereinafter “Facilities”);

**WHEREAS**, Organization desires to use [*insert description of portion of Facilities that Organization desires to use*] of the Facilities (hereinafter “Space”) for the purpose of [*insert purpose of Organization’s use of the Facilities*] on [*insert date(s) and time(s) of use*]; and

**WHEREAS**, Conference is willing to permit Organization to use the above described Space subject to the terms and conditions set forth herein.

**NOW THEREFORE**, in consideration of the mutual covenants set forth herein, and intending to be legally bound, Conference and Organization hereby agree as follows:

1. Conference agrees to permit Organization to use the above described Space for the purpose, and on the date(s) and time(s), set forth above.

2.  Fee Agreement. Organization agrees to pay Conference [*insert amount*] for the use of the Space.

No-Fee Agreement. There is no fee for Organization’s use of the Space.

3. Organization agrees to conduct its activities in the Space in a careful and safe manner and in compliance with all applicable federal, state and local laws and regulations. Organization, on behalf of itself, its members, trustees, directors, officers, employees and agents, hereby releases Conference, its trustees, directors, officers, employees and agents, from any and all liabilities and claims for damages and/or suits for, or by reason of, any injury or injuries to

any person or persons, or property damage of any kind whatsoever, and from any cause or causes whatsoever, while Organization is using, or is in or upon, the Space, Conference's Facilities or any part thereof.

4. Organization hereby covenants and agrees to indemnify, defend and hold harmless Conference, its trustees, directors, officers, employees and agents, from and against any and all liability, suits, claims, damages, charges, losses, costs and expenses (including attorneys' fees) on account of or by reason of any personal injuries or property damage arising out of Organization's use of the Space, Conference's Facilities or any part thereof.

5. Prior to its use of the Space, Organization shall provide to Conference a Certificate of Insurance evidencing General Liability Insurance of at least \$1,000,000 per occurrence and written on an occurrence basis. Conference must be shown as an Additional Insured under the General Liability Insurance on the Certificate.

6. When it is using the Space, Organization agrees to comply with all applicable Conference policies, including without limitation, the Conference's Safe Sanctuaries Policies, a copy of which is attached hereto as Exhibit A and incorporated herein by reference. If Organization's activities in the Space shall involve individuals less than 18 years of age, Organization certifies that it will comply with all relevant provisions of the Conference's Safe Sanctuaries Policies, including without limitation, the obligation to ensure that all employees and volunteers of Organization have the necessary clearances and certifications as required by the Pennsylvania Child Protective Services Law.

7. Conference has the right, in its sole discretion, to terminate Organization's use of the Space at any time. Organization agrees to release, indemnify, hold harmless and defend Conference, its trustees, directors, officers, employees and agents, from and against any and all

liability, suits, claims, damages, charges, losses, costs and expenses (including attorneys' fees) arising from Conference's termination of Organization's use of the Space.

8. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania. The parties agree to be subject to the jurisdiction of the courts for the County of Cumberland, Pennsylvania, and the parties further agree that Cumberland County shall be the venue for any and all legal actions brought under this Agreement.

9. Organization certifies that its signatory to this Agreement is authorized to sign this document on Organization's behalf and obligate Organization to perform all of the foregoing terms of this Agreement, and further, Organization understands and agrees that Conference accepts no responsibility or liability for any acts, injuries or damages arising from Organization's use of the Space, Conference's Facilities or any part thereof.

**IN WITNESS WHEREOF**, the parties hereto have executed this Facilities Use Agreement on the date set forth below.

**ATTEST:**

\_\_\_\_\_

**Susquehanna Conference of the United Methodist Church**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_

***[insert name of Organization]***

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_