

TORONTO UNITED CHURCH COUNCIL

Connecting Resources with Ministry

Church Development Resources

TITLE: Facilities and Equipment Use Agreement

REVIEW DATE: October 2018

The forms below are provided as samples only and must be modified for specific situations. They are not intended to supply legal advice nor meant to imply any legal responsibility or obligation on behalf of The Toronto United Church Council. Issues relating to the leasing and use of property together with issues involving insurance coverage, property taxes and confidentiality agreements are to be pursued with your congregation's legal counsel.

The following is a template of a Facilities and Equipment Agreement with the groups who make use of your church's facilities.

FACILITIES AND EQUIPMENT USE AGREEMENT

by and between

The Trustees of *[Name]* United Church

[Church Address]

and

[Group Name] ("User")

Occupancy Date: *[Month DO, YYYY through Month DO, YYYY]*

Name of Organization ("User"): *[Name of User]*

Name of User's Representative: *[Name of Representative]*

Address: *[Full mailing address]*

Business Telephone Number: *[Area Code / Phone]*

Home Telephone Number: *[Area Code / Phone]*

Space to be used by User: *[Room(s)]*

Furnishings and Equipment to be used: *[E.g.: # chairs, # tables, etc]*

Dates of Use: *[Specific dates]*

Times: *[Specific hours of use]*

Donation / Room Use Fee and Method of Payment: *[\$ amount per month] payable to the Church by the first of each month. [If donation add: "A donation is required to help defray the cost of utilities and the maintenance of the space, any other facilities, and equipment."*

ROOM USE TERMS AND CONDITIONS AGREEMENT

Terms and Conditions of Room Use

6. AGREEMENT TO INDEMNIFY AND HOLD HARMLESS

In consideration of being allowed to use and using portions of the premises and facilities of the *[Church Name]* Church (the Church), *[User's Name]* (the User) agrees to indemnify and hold harmless the Church and its officers, agents and employees from and against all claims, damages, and expenses, including reasonable attorney's fees arising out of or connected with the User's presence upon or use of said premises of the Church or by the User's officers, employees, members, agents, clients, visitors, guests or by anyone having or seeking a business relationship with the User.

7. AGREEMENT TO MAINTAIN LIABILITY INSURANCE

The User agrees to maintain liability insurance in the amount of *[\$ amount as determined by the Church and its legal counsel]* for the protection of the User's organization, its officers, employees, and members against the claims of anyone who charges that the User's organization, its officers, employees or members have legal responsibility for damages suffered by the claimant at the Church premises. The User's liability insurance carrier's name, address and telephone number:

[Name, Address, Contact Information]

The User's policy number is:

[Policy number]

The User will submit a current Certificate of Insurance to the Church within one week of signing this agreement. Failure to submit a current Certificate of Insurance to the Church will void the contract or it is deemed to be automatically terminated.

III. GENERAL REGULATIONS

The Church requires that all Users using Church facilities agree to the following:

1. Abide by the Agreement, its Terms and Conditions, and any and all Attachments.
2. Leave all facilities and equipment clean.
3. Use only the room(s) and/or area(s) and the equipment specified in this Agreement.
4. Shall notify the Church Representative *[Name of Church Representative, Contact information]* in writing within 48 hours of its being notified, reported or told of any breakage, damage, inconvenience and/or accident caused or suffered by the User, its employees, agents, clients, potential clients, visitors, or by anyone having or seeking a business relationship with the User.

5. Acknowledge that any repair or replacement costs due to damage or pilferage will be assessed in addition to the agreed upon donation/room use fee.
6. Immediately notify the Church's Minister *[Name]* or Property Chair *[Name]* in the event of an emergency that occurs while the User is present on site: e.g., fire, broken water pipe, discontinuation of heat or electricity, the need for emergency services: police, fire, ambulance, etc.

IV. PROPER USE AND CARE OF ROOMS, FACILITIES, AND EQUIPMENT:

WHEN YOU ENTER

1. Turn off the alarm and turn on only those lights that are needed.
2. Open only those doors and windows necessary for convenience and comfort.
3. Set up room(s) to be used.
4. Permit no animals - pets or strays - into the building (with the exception of service animals).

WHEN YOU LEAVE

1. Clean up any spills and litter in the room(s) and washroom(s).
2. If food or beverages have been served to or by the group, be sure that any leftovers have been either disposed of properly or remove from building.
3. Restore the room(s) and equipment to the way they were found.
4. Be sure all water faucets are turned off.
5. If the stove has been used, be sure that all burners and ovens are turned off.
6. Be sure any electrical appliances and/or coffee makers have been unplugged, cleaned, and put away properly.
7. Be sure all windows are closed and secured.
8. Turn off all lights in room(s) and washroom(s).
9. Be sure any outside lights at entrances and parking areas are turned off and/or that "timers" have been set so that their lights will go off automatically.
10. Be sure all outside doors are locked.
11. Check to see that all group members and guests have left, the alarm has been set, and that the last exit door has been locked securely.

V. TERMINATION

The Church may terminate this Agreement with cause with 3 days advance written notice or, without cause with 15 days advance written notice of such termination. The User may terminate this Agreement with cause or without cause upon giving the Church 30 days advance written notice of such termination. Upon termination, the User shall remove any and all equipment it may have stored on the premises and facilities.

VI. MODIFICATIONS

This Agreement may be modified from time to time but only if a modification is in writing and signed by both parties.

The parties agree to be bound by this Agreement, its Terms and Conditions, Key Control Agreement and any Attachments as of this _ day of *[Month]*, *[Year]*.

User Signature:

Title:

Date:

Church Signature:

Title:

Date:

KEY CONTROL AGREEMENT

User: *[Name of Group, Organization using rooms]* (the User):

Key-Holder's Name: *[Name of User's Representative]*

Key-Holder's Address: *[Full address]*

Key-Holder's Telephone Number(s): *[Home/business/cell numbers]*

I acknowledge receipt of Key # , and agree to maintain it under my personal control at all times during our use of the premises and facilities at the *[Church name and address]*, or in a secure location if not at the premises or facilities. I further agree not to duplicate or attempt to duplicate this key, and to return the key to the Church *office* upon termination of use of the church's facilities, or upon demand. Should I be replaced as Key-Holder by any person from the User, I will notify the church liaison person. A similar form may be executed with the new Key-Holder before he/she takes possession of this key. In the event of loss or theft of this key, I agree to immediately notify the church liaison person named below.

I also understand that this is the only key the User will be assigned and that this key is part of a non-duplicable key and lock system presently established on the church premises. I agree that should this key be lost or stolen through my negligence, I and the User to which I belong shall pay for the whole cost of another key and lock system comparable to the one now established on the church premises.

[If the church building has a coded alarm system, it is important to have it programmable so different codes can be assigned to different groups. This will allow the monitoring station to know who has entered and left the building. If a code is assigned, it should be stated here in this Agreement that the code is confidential, given to the care of the Key-Holder only, and the confidentiality of the code and the operation of the alarm system extends beyond the life of this Agreement.]

The Church liaison person is *[Name and contact information]*.

Key Holder signature:

User Group:

Title:

Contact information:

Date: