

**SAMPLE FORM – USE AS GUIDE**

**SHORT TERM USE AGREEMENT**

AGREEMENT, between \_\_\_\_\_, and  
(Church)

\_\_\_\_\_, (herein “user”), relating to the  
(Organization)

following facilities: \_\_\_\_\_  
(Describe)

at \_\_\_\_\_

\_\_\_\_\_  
(Address)

The Church grants User permission to use such facilities for the following purpose:

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On the following dates (s) and time (s): \_\_\_\_\_

User agrees to donate the amount of \$ \_\_\_\_\_ for the use of the facilities and to pay the sum of \$ \_\_\_\_\_ as a security deposit. The security deposit and \$ \_\_\_\_\_ of the donation for use shall be paid at the time of the signing of this agreement and the balance shall be paid \_\_\_\_\_ days prior to the date of use.

This permission is granted upon these additional terms and conditions and is non-assignable.

1. User shall leave the facilities in a clean and orderly condition; and if any alterations were allowed, restored the facilities to their original condition; and shall repair any damage arising out of the use of the facilities under this agreement. The security deposit shall be returned to User within one week after User has completed its use of the facilities, less those amounts needed to remedy User’s failure to fulfill its obligations under this agreement.
2. User agrees to indemnify and hold harmless the \_\_\_\_\_  
From and against all liability, loss or damage from any cause whatever, including the negligence (active or passive) of \_\_\_\_\_, its officers, agents or employees, arising from the use of the facilities or activities in and about the same by User or its representatives or invitees. (for unincorporated organizations)
3. User shall provide and maintain Comprehensive Liability insurance during the period covered by this agreement insuring \_\_\_\_\_ against liability for bodily injury (including death) and property damage from occurrences in or about the facilities or the use or condition thereof, with combined single limits of \$ \_\$ 1,000,000 per occurrence / \$ 3,000,000 aggregate, \$ 10,000 no fault medical payments, including volunteers and athletic activities, fire and legal liability at \$ 1,000,000 limit; day nursery/child care and sexual misconduct coverage at \$ 1,000,000 limit..

Such policy or policies shall name said Church as additional insured. Such insurance shall be primary and any other insurance available to church shall not be called upon to contribute. Such insurance of User shall be evidenced by a certificate of insurance and endorsement furnished to ( name of Church member) \_\_\_\_\_ seven (7) days prior to use of the facilities. Said insurance shall provide and the certificate and endorsement shall state that such insurance cannot be modified or cancelled without 30 days' notice to said broker.

4. User represents that it is organized and operates as non-profit organization, and that such facilities shall be used exclusively for religious, and/or charitable purposes, or for use incidental thereto.
5. The Church may terminate this segment, and permission to use such facilities, at any time for good cause without obligation except to refund any amount that User has theretofore donated or paid.

Special Provisions

(Insert)

DATE: \_\_\_\_\_

\_\_\_\_\_  
(Name of Organization)

By \_\_\_\_\_

Title \_\_\_\_\_

Phone # ( \_\_\_\_\_ ) \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_  
(Name of Church)

Church's Representative : Name \_\_\_\_\_

Phone Number ( \_\_\_\_\_ ) \_\_\_\_\_

NOTE: This Agreement is tailored to use by an organization. Consideration should be given to having a separate form for individuals since Paragraph 4 would then be eliminated, appropriate changes should be made from the impersonal pronoun used to refer to the User, and only a single signing line would be needed.

**SAMPLE FORM – USE AS A GUIDE**  
**WAIVER AND RELEASE FORM**

ACTIVITY \_\_\_\_\_

DATE AND PLACE \_\_\_\_\_

CHURCH \_\_\_\_\_

I wish to participate in the activity described above, and as a condition of my being allowed to do so, I, hereby, release and discharge \_\_\_\_\_ and its constituent organizations and their officers, agents and employees, from any and all claims for personal injuries or property damage that I may suffer as a result of my participation in the activity described above, whether or not such injuries or damages are caused by the negligence (active or passive), of any of the entities or individual named or described above.

I, hereby, warrant and represent that I am physically fit and capable of taking part in such activity. I make this warranty and representation on the basis of advice given me by a duly licensed medical doctor within the last six months, and I know of no change in my medical condition since receiving such advice that would affect the opinion of said medical doctor.

I agree to abide by the rules and regulations governing the above-described activity and to obey any instructions given by the person or person having supervision and control over the activity.

I, hereby, authorize the making of photographs, motion pictures, videotapes, recordings, or other memorializing of said event and my participation therein, and the publication or other use thereof. I, hereby, waive any right to compensation therefore or any right that I otherwise might have to limit or control such making or use.

I warrant and represent that I am eighteen years of age, or over, and upon request will produce satisfactory proof of such fact.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_

Name: \_\_\_\_\_

Phone Number ( \_\_\_\_\_ ) \_\_\_\_\_