



Usage and Waiver of Liability and Indemnity Agreement

Date: _____

Name of User: _____

Address of User: _____

Responsible Party: _____

Email: _____ Phone: _____

Description of Rented Facilities: _____

User Fee: _____

Usage Date and Time: _____

Usage Term: _____

Permitted Use of Rented Facilities: _____

Evidence of Insurance Required: (See Section 7)

- ☐ Yes. Coverage Required: _____
- ☐ No

THIS FACILITIES USAGE AGREEMENT is made and entered into as of the date set forth above by and between Chase Oaks Church, a Texas non-profit corporation (hereinafter referred to as the "Church"), and User.

RECITALS:

- A. The Church owns and operates multiple campuses located at the following addresses:
Legacy Campus: 281/201 Legacy Drive, Plano, TX 75023
Sloan Creek Campus: 611 East Stacy Rd, Fairview, TX 75069
Woodbridge Campus: 2709 3rd Street, Sachse, TX 75048
- B. User desires to rent from the Church the Rented Facilities for the Rental Term and solely for the use described above.
- C. The Church is willing to rent the Rented Facilities to User subject to the terms and conditions set forth in this Facilities Usage Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Church and User agree as follows:

Section 1. Rental of Facilities. The Church agrees to permit User to use the Rented Facilities on the dates and times set forth above during Rental Term, subject to the terms and conditions set forth in this Agreement. In the event User desires to change the Usage Date and Time during the Usage Term, it must request such change in writing to the Church. Such written request may be made via electronic mail. The Church may approve or disapprove such change at its sole discretion for any reason or for no reason. In the event the change is approved, as

evidenced by the Church's signature on written request from the User, all other terms and provisions in this Agreement shall continue in full force and effect.

Section 2. Payment of Fee. User agrees to pay the User Fees for the Rented Facilities in the amount set forth above. User shall pay the total User Fee to the Church at the time of the signed Agreement. In the event of multiple Usage Dates that extend over a period of more than a single month, the User Fee shall be paid in monthly installments, each of which is due on or before the first day of each calendar month during the Usage Term. In the case of larger events, a payment schedule can be arranged.

Section 3. Term of Agreement. The term of this Agreement is the Usage Term set forth above. Either party may terminate this Agreement prior to the end of the Usage Term with seven days written notice to the other party. Notwithstanding the foregoing, the Church may terminate this Agreement immediately upon written notice to User in the event of User's violation, as determined at the Church's sole discretion, of any of the rules for Usage set forth in Section 4 below. If this Agreement is terminated prior to the end of the Usage Term, the Church will refund to the User excess fees, if any, after all related costs are covered, and if there are any damages as a result of the event, any excess funds will be held for reparations. The User is responsible for any damage to the facilities caused by the User.

Section 4. Rules for Usage. The following rules pertain to the User and all individuals participating in the User's events and activities on Church property and are conditions for any usage of the Rented Facilities: (a) No profanity on Church property; (b) No possession or consumption of alcoholic beverages, tobacco products, or any illegal drug or substance on Church property; (c) No destruction or damage of Church property, including, without limitation, hanging any items on walls of the Church in such a manner that will leave holes or marks on the walls; (d) No horseplay, rough-housing, skateboarding, rollerblading, or similar activities on Church property; and (e) No activities or events other than permitted uses set forth above as the Use of Rented Facilities.

Section 5. Condition of Rented Facilities. The Rented Facilities are provided by the Church to User "AS IS" and WITHOUT ANY WARRANTY OR REPRESENTATION WHATSOEVER. User agrees to return the Rented Facilities to the Church in substantially the same condition, normal wear and tear excepted, as it was at the beginning of the Usage Term. User will be financially responsible for all damages to any Church property caused by User or arising from User's use of the Rental Facilities.

Section 6. Release and Waiver of Liability and Indemnity Agreement. In consideration of being permitted to enter the Church/Event for any purpose, including, but not limited to, observation, use of facilities or equipment, or participation in any way, the User... hereby acknowledges, agrees, and represents that he or she has or immediately upon entering will, inspect such premises and facilities. It is further warranted that such entry in the Church for observation, participation, or any use of any facilities or equipment constitutes an acknowledgement that such premises and all facilities and equipment thereon have been inspected and that the undersigned finds and accepts same as being safe and reasonably suited for the purposes of such observation or use.

In further consideration of being permitted to enter the Church/Event for any purpose including, but not limited to, observation, use of facilities or equipment, or participation in any way, the User hereby agrees to the following:

The User promises NOT to sue the Church and hereby releases, waives and discharges the Church from all liability to the User for any loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the User, whether caused by the negligence of the Church or otherwise, while the User is in, upon, or about the premises or any facilities or equipment therein.

The User hereby agrees to indemnify and save and hold harmless the Church and each of them from any loss, liability, damage or cost they may incur due to the presence of the User in, upon, or about the Church premises or in any way observing or using any facilities or equipment of the Church whether caused by the negligence of the Church or otherwise.

The User hereby assumes full responsibility for and risk of bodily injury, death, or property damage due to the negligence of the Church or otherwise while in, about, or upon the premises of the Church and/or while using the premises or any facilities or equipment hereon.

The User further expressly agrees that the foregoing Release, Waiver, and Indemnity Agreements are intended to be as broad and inclusive as is permitted by the law of the State of Texas and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Section 7. Evidence of Insurance. The Church may at its discretion and as a condition to the User's use of the Rented Facilities, require User to provide evidence of public liability or other appropriate insurance in an amount and issued by a carrier satisfactory to the Church to cover any injuries, losses, or damages related to User's use of the Rented Facilities. The Church may also at its discretion, require User to add Chase Oaks Church as a "additional insured" to User's insurance policies prior to the commencement of the Usage Term.

Section 8. Prohibition of Assignment. User may not assign or transfer this Agreement, either in whole or in part.

Section 9. Entire Agreement. This Agreement represents the entire agreement between the parties with respect to the Rented Facilities. No representation, warranties, promises, guarantees, undertakings, or agreements, oral or written, express or implied, have been made by the Church with respect to the Rented Facilities except as expressly stated herein.

Section 10. Amendments. This Agreement can only be changed by an agreement in writing signed by both Chase Oaks Church and User, except that the Church may, by its own action, modify the rules for usage set forth in Section 4 above at any time with five days prior written notice.

In Witness Whereof, the parties have executed this Facilities Usage Agreement/Waiver of Liability and Indemnity Agreement as of the date first written above.

Chase Oaks Church
241 Legacy Drive
Plano, TX 75023

By (Authorized Signature): _____
Printed Name: _____
Title: _____

User: _____
By (Authorized Signature): _____
Printed Name: _____
Title: _____