



Sample Facilities Use Waiver of Liability & Assumption of Risk Agreement

*This is a sample facility-use agreement designed to give clients of **Ministry Pacific** a broad understanding of the content an agreement should contain. Each organization's use agreements need to be drafted according to its individual needs, facilities and preferences. If certain outside groups are prohibited from using the building, this policy should be supported in the church's doctrinal statement and bylaws as well as the facility-use agreement. All facility-use agreements should be reviewed by an attorney.*

Legal representative of renting entity initials _____/Date_____

The church desires to promote community service and involvement by allowing Church facilities and grounds to be utilized by outside entities, groups and programs not directed, controlled or organized by the Church.

In order to protect the Church's facilities and limit any potential liability that the Church might suffer from allowing these entities to utilize Church facilities and grounds the following Facilities Use/ Waiver of Liability & Assumption of Risk Agreement must be acknowledged and signed by outside entities, groups or programs before the facilities are to reserved and committed to these entities, groups and programs.

THIS AGREEMENT is made and entered into as of the _____ day of _____, [year] , between _____ (church) and _____ (entity, group, or program)

In consideration of the agreement, covenant and fee set forth herein, the church and entity, group or program agrees as follows:

Facilities Use

- All facilities are intended for the use and benefit of church membership.
- The church property and buildings, with the exception of the sanctuary, are available for use by approved non-profit groups (entity, group, or program) or church members for church related events or for non-church related events. Non-church related events are defined as events that may occur at this facility but are not part of the overall ministry of the church. These events may or may not involve church members.
- The church sanctuary is to be used for church services and church-related worship such as Vacation Bible School. The only other community uses of the church sanctuary are for weddings and funerals so the sacred nature of the sanctuary may be preserved.
- The church reserves the right to refuse use of facilities by any entity, group, or program for any reason. The church, specifically, will deny any use it feels is counter to the mission of the church.
- No use will conflict with activities of the church or preparation of these activities.
- The church reserves the right to cancel any reservation for use with no less than _____ weeks prior notice in favor of its own need or those of its members.
- No items within the church are available for outside use of the church property, unless for church-related functions.
- A separate wedding policy is available and should be used for that specific event.
- The church is not available on Sunday for non-church related events except for events that are supportive of the mission of our church. The church is not available for use on the following days:_____.
- All use of facilities scheduled should be concluded by 9:00 p.m.

Legal representative of renting entity initials_____ /Date_____

General Use

- ❑ Arrangements for opening and closing of the facilities must be made with the church no later than one (1) business day before the requested use.
- ❑ Food and drinks are not allowed in the sanctuary.
- ❑ All church facilities must be left in the same manner as they were before use, as clean and with the original arrangement of furnishings.
- ❑ All food waste must be disposed in the kitchen trash cans only.
- ❑ Each entity, group, or program is responsible for cleaning all dishes and utensils used. The kitchen dishwasher is NOT to be used.
- ❑ Each entity, group, or program will be financially responsible (in particular, the person who reserved the facilities) for any damage caused. Determining the extent of damage and its expected repair costs is at the discretion of the church.
- ❑ Candles use in the facilities is strictly prohibited. Any damage caused by candles will be at the expense of the entity, group or program.
- ❑ There is no smoking in any church building and no use of any alcoholic beverages on the church property or parking lot at any time.
- ❑ Each entity, group, or program agrees to conduct its activities and to supervise and control its participants in all ways consistent with the primary use of said facilities as a church and to prevent use or conduct which would interfere in any respect with the religious status and use of the church and its property.

Facilities Use Fees

- ❑ Non-profit groups (entity, group, or program) and church members using the facilities are required to submit a \$_____ deposit, refundable if the facilities are left as found, in a clean and orderly manner.

The church reserves the right to retain this deposit and to require additional fees be paid to cover any unexpected janitorial or repair expenses. A janitorial fee of \$_____ is required for all events. The fee for moving/removing furniture is \$100 for each area.

Insurance Requirements

The church must receive a Certificate of Insurance from any outside entity, group, or program utilizing the Church's facilities and grounds prior to reserving the church's facilities, as follows:

General Insurance Requirements – Either Commercial Property & General Liability or Event General Liability coverage evidencing the following:

Legal representative of renting entity initials _____/Date_____

- ❑ Business Personal Property: Proof of coverage for tenant's business personal property and betterments and improvements if applicable.
- ❑ General Liability Limits: \$1,000,000 per occurrence/ \$2,000,000 aggregate covering Bodily Injury, Property Damage, Personal Injury, Advertising Injury, Products/Completed Operations, Non-Owned & Hired Automobile and Sexual Misconduct.
- ❑ Fire Legal Liability Limits: \$100,000 per occurrence.
- ❑ Premises Medical Limits: \$10,000 per injury.
- ❑ Student Accident Medical: \$25,000 per student. (For schools/daycare/preschool user groups)
- ❑ Workers' Compensation Coverage for employees with limits of \$1,000,000/\$1,000,000/\$1,000,000.
NOTE: All employers and work situations, even those with just one employee, must carry this coverage.

Additional Insured – Any outside entity, group, or program utilizing the church's facilities and grounds must name the church as an Additional Insured on each policy/certificate of insurance.

Insurance Coverage Approval – Upon receipt of an insurance certificate evidencing coverage for an outside entity, group or program, the certificate can be sent to the church for review and approval.

Workers' Compensation Penalties: By signing this document your organization acknowledges that The California Division of Labor Commissioners Office determines employers' failure to secure workers' compensation coverage for their employees may be subject to a court-imposed fines or charged with a misdemeanor, which is punishable by imprisonment for up to one year in the county jail, or both. Courts may also require an employer to cover the costs of any investigation related to its conviction. In addition, failure to secure workers' compensation will result in the employer losing their common law defense and deemed to have committed fraud which is not an insurable act.

Contact Information

The phone number is _____ and the email address is _____. If there are any questions concerning the insurance requirements, direct the questions to _____ at (XXX) XXX-XXXX, extension XXXX.

COVID-19 Safety Requirements

While occupying our facility, your organization must be in full compliance with federal, state, and local health COVID-19 safety mandates as well as enforce Basic Infection Prevention Measures as noted below:

Basic Infection Prevention Measures

For those attending your services or working on your behalf enforcement of basic infection prevention measures including good hygiene and infection control practices, including:

- Promote frequent and thorough hand washing, including by providing workers, customers, and worksite visitors with a place to wash their hands. If soap and running water are not immediately available, provide alcohol-based hand rubs containing at least 60% alcohol.

Legal representative of renting entity initials _____/Date _____

- Encourage attendees and workers to stay home if they are sick.
- Encourage respiratory etiquette, including covering coughs and sneezes.
- Provide attendees and the public with tissues and trash receptacles.
- Employers should explore whether they can establish policies and practices, such as flexible worksites (e.g., telecommuting) and flexible work hours (e.g., staggered shifts), to increase the physical distance among employees and between employees and others if state and local health authorities recommend the use of social distancing strategies.
- Discourage workers from using other workers' phones, desks, offices, or other work tools and equipment, when possible.
- Maintain regular housekeeping practices, including routine cleaning and disinfecting of surfaces, equipment, and other elements of the work environment.

Sexual Misconduct Prevention Requirements

Our church wishes to promote safety for all youth whether on this campus or offsite. Recent California legislation (Assembly Bill 506) requires administrators, employees, and regular volunteers of youth service organizations to complete training in child abuse and neglect identification and training in child abuse neglect reporting which may be completed through online mandated reporter training provided by the office of Child Abuse Prevention in the State Department of Social Services.

In addition, youth service organizations must develop and implement child abuse prevention policies and procedures and ongoing training to mitigate the exposure of youth sexual abuse. While occupying our facility, if you are a youth service organization as defined by this Bill, upon request, you must provide proof of compliance as well as carry a minimum of \$1MM in sexual misconduct coverage under your insurance general liability policy.

Waiver of Liability & Assumption of Risk

By signing this Agreement, the entity, group, or program freely accept and fully assume responsibility for all damages and risks and the possibility of personal injury, death, property damage or loss resulting therefrom. In consideration of utilizing the church facilities, the entity, group, or program agree as follows:

- (1) **To waive any and all claims for personal injury** including death, illness, property damage, and negligence that the entity, group or program may have against the church, their directors, officers, agents, employees and entities acting in concert with the church and any all volunteers in any way associated with the church.
- (2) **To release the Church from any and all liability** for any loss, damage, injury, death, medical or other expenses that the entity, group or program may suffer or that any other party may suffer as a result of their use of church's facilities due to any cause whatsoever.
- (3) **To hold harmless and indemnify** the church from any and all loss, damages, costs, expenses, claims, liability and obligation for any property damage or personal injury to any third party resulting from any use of the church's facilities including but not limited to attorney fees and costs.

Legal representative of renting entity initials _____/Date_____

(4) **This release of liability shall be effective and binding** upon the entities, groups and programs next of kin, executors, administrators, successors, and assigns in the event of personal injury including death, illness and or property damage.

(5) **The Entity, Group or Program additionally agrees to follow correct safety procedures** when using the church facilities.

(6) **The Entity, Group or Program certifies that members are covered by their own medical insurance**, and that the entity, group or program representatives have read and understand this Release of Liability prior to signing it, and are aware that by signing this release of Liability they are waiving certain legal rights which they or their heirs, next of kin, executors, administrators, successors, and assigns may have against the church.

(7) **The church shall have the right to impose any additional conditions** which, in the opinion of the church, will further the intent and legal rights and waivers provided herein.

This Agreement is made and executed in the State of California and shall be governed by, enforced in and construed in accordance with the laws of the State of California.

As a legal representative of the entity, group or program, I acknowledge that I am a competent adult, warrant and represent that I am eighteen years of age, or over and I am authorize to transact this agreement on behalf of _____(entity, group or program).

Dated: _____

Signature: _____

Print Name/Title: _____

Address: _____

Telephone: _____

E-Mail Address: _____

Legal representative of renting entity initials _____/Date_____