

SAMPLE OF A SIMPLE
FACILITY USE AGREEMENT

This Agreement will serve as a confirmation for use of **(premises name/address)** on **(event date)** from _____ to _____ by:

Name

Address

Name of Organization/Group/Sponsor

Contact # and Email

The rental fee is \$_____. Payment of the rental fee in full shall be made at the time this Agreement is signed by both parties. The Agreement may be cancelled at no cost up to 48 hours prior to the rental period. NO REFUND will be given on any cancellation less than 48 hours prior to the time of the event.

During the rental period, **(name of individual/organization/group/sponsor)** shall have exclusive right to use the building/premises.

INDEMNIFICATION:

(Name of individual/organization/group/sponsor) shall indemnify and hold harmless **(entity name)**, its officials, employees and volunteers, from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the use of the building/premises, sustained by any person or persons, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property caused by the tortuous act or negligent act or omission of **(name of individual/organization/group/sponsor)**, its employees, agents, volunteers or subcontractors.

INSURANCE:

(Name of individual/organization/group/sponsor) must furnish a Certificate of Insurance naming **(entity name)** as an Additional Insured on a General Liability Insurance Policy. The insurance policy shall provide a limit of liability equal to or more than \$2,000,000 per occurrence. The insurance must be from a duly licensed insurance company authorized to do business in the State of Missouri.

TERMS AND CONDITIONS:

(Name of individual/organization/group/sponsor) will be financially responsible for any and all damages to the building/contents/premises that results from its use of the facility, including property damage, structural damage, and personal injury by **(name of individual/organization/group/sponsor)**, its employees, agents, volunteers, guests or subcontractors which occur in the course of use of the building/premises during the rental period.

This is a SMOKE FREE BUILDING/PREMISES. Smoking within the building is strictly prohibited.

The undersigned have carefully read, understand and agree to the terms of this Agreement, and further agrees that no oral representations, statements or inducements have been made.

Signature of Individual or Authorized Representative

Date

Signature of Entity Representative

Date