FACILITY USAGE AGREEMENT

This agreement by and between Hays Hills Baptist Church, 1401 N FM 1626, Buda, Tx, 78610 (Owner) and User/Group Agent listed below for the dates and times specified in the areas specified.

User/Group Agent Name	
User/Group Agent Email Address, Mailing Address, and Phone Number.	
Date and time of Event (if recurring, attach list of all dates, if space does not permit full list)	
Date and time needed for Set up and Tear down	
Facilities Needed (Listed on Facility Usage Guidelines document)	
Reason for Use	

It is Therefore Agreed By and Between the Parties:

1. Owner agrees to let User use the above described premises for the above described purpose on dates and times listed above. User/Group Agent assumes responsibility for the space and all guests.

2. _____Fee Agreement. User agrees to pay Owner _____ for the use of the premises. Fee will include cost of utilities, maintenance, janitorial review, sound operator, if required.

   _____Non-Fee Agreement. In consideration for the benefit of using Owner's facilities, User agrees to abide by all the terms and conditions of use described in this agreement.

3. User agrees that it will not use the premises for any unlawful purposes, and will obey all laws, rules, and regulations of all governmental authorities while using the above described facilities.

4. User agrees that it will not use the premises for any purpose that is contrary to the mission, purpose or belief of the Owner, which is a biblically-based religious institution. Questions about this should be directed to the Minister over Facilities.

5. User agrees to abide by HHBC Facility Use Guidelines for the use of the premises.

6. If deemed required by Owner's insurance carrier, User promises and warrants that it carries liability insurance with a minimum liability occurrence limit of $1,000,000. The User will provide a certificate of insurance to the Owner at least seven days prior to the date upon which the User begins to use the above described premises. The certificate of insurance will indicate that User has made Owner an "additional insured" on User's policy with respect to the use by User of the above described premises.

7. User agrees to hold harmless, indemnify and defend Owner (including Owner's agents, employees, and representatives) from any and all liability for injury or damage including, but not limited to, bodily injury, personal injury, emotional injury, or property damage which may result from any person using the above described premises, its entrances and exits, and surrounding areas, for User's purposes, regardless of whether such injury or damage results from the negligence of the Owner (including Owner's agents, employees and representatives) or otherwise.

8. User agrees to be responsible for preparing for use and returning to the pre-use condition all areas of the premises which User will use, including entrances and exits.

9. User agrees to conduct a visual inspection of the premises, including entrances and exits, prior to each use, and warrants that the premises will be used only if it is in a safe condition.

10. User agrees to pay for the repair or replacement of items broken or damaged during the use of the premises.

11. In the event that Owner must cancel this agreement, User will be entitled to any deposit User has paid. However, in no event will Owner be liable to User for any lost profits or incidental, indirect, special, or consequential damages arising out of User's inability to use the above described premises, even if Owner has been advised of the possibility of such damages.

12. User agrees that it will not assign any of its rights under this agreement, and any such assignment will void this agreement at the sole option of the Owner.

13. Owner and User agree that any disputes arising under this agreement will be resolved via a mutually acceptable alternative dispute resolution process.

14. This document contains the entire agreement of the parties and supersedes all prior written or oral agreements relating to the subject matter.

Owner   User/Group Agent

_____   _____
(Signature)   *(Signature)*

_____   _____
(Position with Owner)   *(Position with User)*

_____   _____
(Date)   *(Date)*