

BRENTWOOD BAPTIST CHURCH

Facility Use Agreement

Date: _____

This Facilities Use Agreement (“Agreement”) is entered into between **Brentwood Baptist Church** (“**Brentwood**”) and _____ (the “Licensee”).

Subject to the terms herein, **Brentwood** agrees to make specific **Brentwood** facilities, as identified in the attached Facility Use Agreement Document, available for use by the Licensee. Licensee accepts and agrees to use the facilities strictly in accordance with this Agreement and **Brentwood’s** rules, policies, mission, goals, and ministry philosophy.

Licensee understands and agrees that use of **Brentwood’s** facilities for non-**Brentwood** activities and events is strictly limited to use that does not interfere with **Brentwood’s** enjoyment and use of such facilities, and is not contrary to **Brentwood’s** operations, missions, goals and ministry philosophy.

Facility use will not be permitted to individuals or groups holding, advancing or advocating beliefs or practices that conflict with **Brentwood’s** faith or moral teachings, which are summarized in its Mission, Vision and Identity Statements. Nor may **Brentwood** facilities be used for activities that contradict, or are deemed inconsistent with, **Brentwood’s** faith or moral teachings. The **Administrator of Brentwood**, or his/her official designee, is the final decision-maker concerning use of **Brentwood** facilities. Organizations engaged in partisan political campaigns are not eligible to use church facilities for their programs.

Groups or individuals requesting use of facilities must affirm that respect will be given to the beliefs and practices of **Brentwood’s** faith and practice by acting appropriately in context with the space being used. The group or individual seeking use of facilities work with the Administrator of Brentwood, or his/her official designee to determine facility use, media needs and other safety requests. **Brentwood** may reject any request for the use of its facilities at any time.

Therefore, in consideration of the mutual promises and obligations contained herein, **Brentwood** and Licensee further agree:

1. FACILITIES & ACTIVITY

- i. **See Attached Facility Use Documents for agreed upon spaces.**
- ii. Licensee is restricted to those areas of the facility that the group has reserved. Licensee is not to use or operate any **Brentwood** equipment other than that specified in the contract. No person may enter or remain in any **Brentwood** building or site except when engaged in an approved or scheduled activity, or during attendance as a regularly enrolled student or staff member of **Brentwood**. Further, no individual shall willfully or maliciously make or cause any noise, disturbance, or diversion in or near the facility.

2. SCHEDULING & CONFLICTS

Only the facilities described in the attached Facility Use Document will be used and the facilities will be used by Licensee only for the purpose stated herein. Should a scheduling conflict occur, **Brentwood**

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activities will take precedence and Licensee's use of the facilities may be canceled at the sole discretion of **Brentwood**. At all times, all **Brentwood** activities shall have a priority right to use all facilities and property. Should a conflict arise and the facilities be unavailable, **Brentwood's** sole liability will be to return to the Licensee any monies paid under this Agreement.

3. CLEANING & DAMAGE

Licensee agrees that Licensee is responsible for return of the facilities used in the same condition in which such facilities were received by Licensee. Any and all costs of cleanup, repair or replacement of **Brentwood's** facilities, equipment or property as a result of Licensee's use thereof shall be paid by Licensee. Specifically, Licensee is responsible for any and all damages resulting from the use of the facilities and will be liable for all costs necessary to restore the facilities to their state of cleanliness and repair at the time of occupancy. **Brentwood** shall have the sole discretion to determine whether the facilities are returned in the same state of cleanliness and repair in which they were received by Licensee and whether any cleanup, repairs, or replacements are necessary. Should cleanup, repairs or replacements be necessary, **Brentwood** retains the sole right to select vendors, contractors or employees to perform such work and to take all actions necessary or appropriate, including any purchases or expenditures, to clean up, repair or replace the facilities at Licensee's expense. Nails, screws, tacks, glue, or cellophane tape may not be used on the walls, carpet, furniture, tile floor, or woodwork. Please check with the Even Coordinator for approved methods of affixing items into place.

4. USAGE FEE

Licensee agrees to pay **Brentwood** a usage fee ("Usage Fee") in the amount of \$_____ plus such other payments as may be required herein (e.g media, police presence, etc.). The Usage Fee shall be paid in full at the conclusion of the event so that any additional fees due to cleaning, damage and last minute facility requests can be accounted for in the payment. **Brentwood** will invoice Licensee for any other fees and costs set forth in this Agreement. Licensee agrees to pay the invoices within 30 days of the invoice date.

5. CONDUCT & SAFETY

Licensee shall be solely responsible for the conduct and welfare of all persons assisting Licensee while on **Brentwood** premises. Licensee agrees that a church representative may, at **Brentwood's** sole discretion, be present at all times.

_____ [Licensee Initials]

Other restrictions and limitations may apply to the number of permitted attendees, including fire, safety, service and other rules and restrictions imposed by **Brentwood**, in its sole discretion.

_____ [Licensee Initials]

Granting of Licensee's request for facilities use is subject to **Brentwood's** right to manage and supervise its property under the normal rules governing its operation. **Brentwood** may in its sole discretion require that security officers be present on campus beyond typical requirements during the time Licensee uses the facilities. In such a case, security officers will be provided by **Brentwood** at Licensee's expense.

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_____ [Licensee Initials]

6. NOTICE OF CANCELLATION

Licensee must give written notice of cancellation (“Cancellation Notice”) of its use of the facilities to the **Administrator of Brentwood** at least 72 hours before the first date of use of the facilities set forth herein (“Cancellation Deadline”). If a Cancellation Notice is received, all amounts paid under this Agreement will be refunded to Licensee. If a Cancellation Notice is not received by the Cancellation Deadline, Licensee shall pay the full amount of the Usage Fee set forth in the Facility Use Document.

7. MISCELLANEOUS

Licensee understands and agrees:

- i. The consumption of alcoholic beverages or drugs is strictly prohibited on **Brentwood** property and Licensee hereby agrees to forbid and take all necessary steps to prevent the consumption of alcoholic beverages and drugs, or the occurrence of any illegal activities on **Brentwood** property or in **Brentwood** facilities during the time of Licensee’s use thereof;
_____ [Licensee Initials]
- ii. That in the use of **Brentwood** facilities, Licensee will not discriminate against any individual or group because of race, national origin, sex (except where there is a bona fide qualification for such activity), age or disability in the use of such facilities;
_____ [Licensee Initials]
- iii. That no endorsement of the event by **Brentwood** is or will be implied in any way by Licensee. Licensee shall not use or provide **Brentwood’s** name or logo in any manner or media connection with the event without the prior written approval of **Brentwood**;
_____ [Licensee Initials]
- iv. Smoking, fighting, abusive or foul language, violent behavior, gambling, disruptive activities, open flames (candles), fireworks and dangerous materials are prohibited.
_____ [Licensee Initials]
- v. Licensee is responsible for providing all supplies and materials necessary.
_____ [Licensee Initials]
- vi. Brentwood Baptist Church assumes no responsibility for any equipment, merchandise or property left within the facility or on the property. This includes the shipments to and from the facilities and storage of equipment and merchandise.
_____ [Licensee Initials]
- vii. All individuals, groups, staff members, volunteers, and/or organizations authorized to use **Brentwood** facilities for activities which are **Brentwood** related, shall be responsible for providing adequate supervision, and for complying with all **Brentwood** rules and regulations.

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_____ [Licensee Initials]

8. TERMINATION

Brentwood may terminate this Agreement at any time with or without reason or cause. If **Brentwood** terminates this Agreement, its liability is limited to return of any monies paid under this Agreement.

In the event **Brentwood** is unable to furnish the facility requested for any reason, **Brentwood's** liability shall be limited to return of any monies paid under this Agreement.

9. OPPORTUNITY TO INSPECT

Licensee has had the opportunity to inspect the facilities and acknowledges and agrees that the facilities are provided for Licensee's use in an "as is, where is" condition without a warranty of any kind, express or implied, including any warranty that the facilities are merchantable or fit for Licensee's particular purpose, and shall be used at Licensee's own risk.

Licensee understands that at the time of inspection, rooms may be set in a manner that will not match what is available to the organization. **Brentwood** will make every effort to communicate what current set-ups will consist of (specifically in Worship Rooms) at the time of the event unless a special request is made and agreed upon at least (30) days prior to the event.

10. WAIVER & SAFETY DISCLAIMER

Licensee agrees that **Brentwood** undertakes no obligation whatsoever for the safety or security of any property or person, including but not limited to, Licensee, or any of the employees, subcontractors, agents, representatives, participants, invitees or attendees of Licensee. Licensee hereby releases **Brentwood**, its trustees, administrators, officers, agents, employees, volunteers, and insurers from any and all liability and responsibility arising out of or in connection with Licensee's use of the facilities. Licensee agrees not to block fire doors, means of egress, block or tamper with any fire protective device.

11. INDEMNITY

Licensee hereby agrees to indemnify, hold harmless, protect and defend **Brentwood** and its trustees, administrators, officers, agents, employees, student representatives, volunteers, and insurers (collectively, the "Indemnified Parties") for, from and against all losses, liabilities, claims, demands, suits, damages, costs and expenses including, but not limited to, court costs and attorney fees directly or indirectly arising out of any property damage or loss, bodily injuries, sickness, disease or death in connection with or arising out of Licensee's use of the facilities. **Brentwood** retains the sole right to select counsel to defend any matter subject to indemnification and/or to take all actions necessary or appropriate to resolve, defend, and/or settle such matters.

The Indemnified Parties shall give prompt notice to Licensee of any action commenced against it or any claim asserted against it in respect of which indemnity may be sought hereunder, but failure to so notify Licensee shall not relieve Licensee from any liability that Licensee may have under this Indemnity.

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Should it become necessary for any Indemnified Party to incur any expenses, or become obligated to pay any attorneys' fees or court costs in connection with this Indemnity, including the enforcement hereof, Licensee agrees to pay such expenses, attorneys' fees, or court costs to Indemnified Party within a reasonable time, which in no event shall exceed 30 days after receiving written notice from any Indemnified Party of the incurring of such expenses, attorneys' fees or court costs.

The terms of the Indemnity shall bind and inure to the benefit of the Indemnified parties and their heirs, legal representatives, successors and assigns.

12. LEGAL

Licensee warrants and certifies that in the use of **Brentwood** facilities, it has complied with or will comply with all applicable federal, state and local laws.

This Agreement reflects the entire agreement between Licensee and **Brentwood** and may not be amended except in writing and signed by the **Administrator of Brentwood** or his/her designee and Licensee. Licensee may not assign any rights under this Agreement, without the prior written approval of **Brentwood**.

Licensee and **Brentwood** stipulate and consent to the exclusive personal and subject matter jurisdiction of the state and federal courts in Tennessee for any disputes arising out of or related to this Agreement. This Agreement shall be governed and construed by the substantive laws of the State of Tennessee without regard to the choice of law rules of any other jurisdiction.

In case of medical or other emergency situations, Licensee agrees to notify the Administrator of **Brentwood** so he/she can create a report of the incident, if necessary.

Each individual executing this Agreement represents that he or she has full authority to execute this Agreement on behalf of the party for which he or she is signing.

In the event any one or more of the provisions contained in this agreement shall, for any reason, be held invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provisions of the Agreement, and the Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

13. INSURANCE

Licensee agrees to obtain and maintain comprehensive general liability insurance providing policy limits of at least \$1 million per incident and \$2 million aggregate liability coverage, in which **Brentwood** is endorsed as an additional insured, and **Brentwood** is fully covered and indemnified against sexual misconduct, property damage, personal or bodily injury, or any other liability or damages ever sought from **Brentwood**, its trustees, administrators, officers, agents, employees, student representatives, volunteers, and insurers.

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Such insurance shall be from an insurer acceptable to **Brentwood** and Licensee shall provide a certificate of such insurance to **Brentwood** at least two weeks prior to the event. If **Brentwood** does not receive the Certificate of Insurance at least two weeks prior to the event, this Agreement shall be null and void.

_____ [name of Licensee's insurance company]

By signing this document, I agree I have read all facility policies as provided and agree to abide by those set forth by Brentwood Baptist Church.

Any exceptions to these policies must be approved by the Event Coordinator and Executive Pastor and/or the Executive Leadership Team.

LICENSEE

Brentwood Baptist Church

Licensee Representative

Brentwood Representative

Licensee Organization

OFFICE USE ONLY:

INSURANCE ACKNOWLEDGMENT: *Appropriate Insurance Provided?* YES or NO

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CHILD PROTECTION ADDENDUM

Licensee will be responsible for all children or minors attending any function or event and will properly supervise, in an appropriate adult-to-child ratio, any children or minors participating in the event.

_____ [Licensee Initials]

Licensee will verify that all staff members, chaperones, or volunteers supervising the activity or event have been properly screened for Child Protection purposes, including the risk of child sexual abuse, BEFORE interacting with children or minors on **Brentwood** property.

_____ [Licensee Initials]

Licensee shall perform, at its expense, background checks on all of Licensee's employees, volunteers, agents or representatives who will be on **Brentwood's** campus at any time ("Licensee's Agents"). Such background checks shall be performed in a manner and by a vendor acceptable to **Brentwood**.

_____ [name of Background Check Provider]

By entering into this Agreement, Licensee represents that all Licensee's Agents have successfully completed a background check within the last two years. In the event this Agreement contemplates a term of more than one year, Licensee will ensure that all background checks on Licensee's Agents are renewed at least every two (2) years.

_____ [Licensee Initials]

Licensee represents that none of Licensee's Agents: (a) are registered sex offenders; (b) have been convicted of a state or federal offense that involves harm to a child. Licensee shall not under any circumstance assign or allow any individual identified under (a) or (b) to the **Brentwood** campus. **Brentwood** reserves the right to immediately remove any of Licensee's Agents from **Brentwood** property at any time for any reason. **Brentwood** may request that proof of a background check be provided and may require that additional background checks be performed related to any of Licensee's Agents.

_____ [Licensee Initials]

Licensee will verify that Licensee has policies in place meant to address Child Protection issues, including the risk of child sexual abuse, and that these policies are known to and followed by staff members, chaperones or volunteers involved in an activity occurring on church property.

_____ [Licensee Initials]

Licensee will verify that Licensee trains staff members, chaperones or volunteers involved in any function, event or activity occurring on church property to understand the risks inherent in programs providing services to children or minors, including the risk of child sexual abuse. This training includes information intended to enable staff members or volunteers to recognize sexual abuse offender characteristics and behaviors, as well as legal reporting requirements within the state of Tennessee.

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_____ [*Licensee Initials*]