

**Joint Use Agreement
by and between
_____ Church,
and
_____**

THIS JOINT USE AGREEMENT (this "Agreement") is between _____ CHURCH (the "Church") and _____ (the "Occupant") and is dated as of _____.

The parties hereby agree that in consideration of the terms and covenants contained in this Agreement, Occupant may have use of a portion of the church facilities located at _____ (the "Property") for [worship services][_____] as follows:

1. Purpose. The Occupant will use the Church for [worship] [_____] purposes only. Occupant shall provide the Church with proof that it is a nonprofit corporation [and that it is an organization recognized as exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code of 1986, as amended]. *[Only need proof of federal income tax exemption if the organization is **not** a church]*

2. Use of Church.

[Describe the portions of the Property that the Occupant may use under this Agreement]

3. Time of Use.

[Describe the times during which Occupant may use the Property described in section 1 above]

4. Exceptions to Use. Special event scheduling for the Church may pre-empt this regular assignment of rooms. Any change will be requested by the Church fourteen (14) days in advance. Any building usage other than that listed above must be requested in advance with at least fourteen (14) days notice to the Church, in communication with _____ at the Church. If the Occupant plans not to use any portions of the Property described in section 2 above at a regularly scheduled time, please contact _____, as soon as possible.

5. Term. The term of this Agreement will be for _____ year[s] from the date set forth above and is subject to a [monthly][quarterly][annual] review.

4. Termination. This Agreement may be terminated with or without cause by any party upon 60 days written notice to the other parties.

6. Fee. Occupant agrees to pay Church a fee of \$_____ per month payable on the first day of each calendar month. All payments shall be made by check

payable to Church and sent to _____.

7. Clean Up and Damage. It is agreed that the policy of “leave the premises as found” regarding cleaning up of all areas used, will be maintained continuously throughout the term of this Agreement. If the facilities are left in an unclean condition, the Occupant will be billed a cleaning fee of \$_____.

8. Fire and Safety Codes; Alcoholic Beverages. The Occupant shall be responsible for compliance with all fire and public safety codes/laws and shall obtain permission from the Church prior to serving any alcoholic beverages. In the event of agreement as to such, the Occupant must obtain a banquet permit from the Washington State Liquor Control Board and comply with its terms.

9. Conduct; No Illegal or Improper Activities. The Occupant is responsible for the conduct, behavior and actions of its members and guests. The Occupant will not suffer or permit any trade or occupation to be carried on or use made of the Property that shall be unlawful, noisy, offensive, or injurious to any person or property, or such as to increase the danger of fire or affect or make void or voidable any insurance on the Property, or that may render any increased or extra premium payable for such insurance, or that shall be contrary to any law or ordinance, rule, or regulation from time to time established by any public authority.

10. Compliance with Policies for the Protection of Children and Youth from Abuse. Occupant agrees to comply with the Diocesan Policies for the Protection of Children and Youth from Abuse (the “Policies”) which require that all of Occupant’s clergy, paid personnel and volunteers who work with or around children or youth, as defined in the Policies, be screened utilizing the tools listed in the Policies and undergo child abuse prevention training as required in the Policies. A copy of the Policies can be found at <https://resources.ecww.org/>, please search for *Policies for the Protection of Children and Youth from Abuse*.

11. Alterations. Occupant will not paint the Property or make or permit anyone to make any alterations in or additions thereto, nor will Occupant install any equipment of any kind that will require any alterations or additions to or the use of the water system, heating system, plumbing system, air-conditioning system, or the electrical system, nor will Occupant install a television antenna on the roof, in the windows or upon the exterior of the Property or air-conditioning units of any type without the prior written consent of the Diocese. If any such alterations or additions are made without such consent, the Diocese may correct or remove them, and Occupant shall be liable for any and all expense incurred by the Diocese in the performance of this work.

12. Damages. The Occupant is responsible for any damages to the grounds, buildings and its contents by agents, members, guests or invitees. If such damage occurs, the Occupant will notify the Church immediately and be subject to replacement costs for said damage.

13. Insurance. The Occupant is responsible to have a commercial general liability insurance policy insuring against all liability of the Occupant, arising out of or in connection with the use, operation and occupancy of the Property with coverage in the amount of \$1,000,000 and listing the Church as an additional insured and to make a copy available to the Church.

14. Indemnification. The Occupant shall indemnify and hold the Church and its directors, officers, employees and agents harmless from the Occupant's use of the Property, or from the conduct of the Occupant's business or from any activity, work or thing done, permitted or suffered by the Occupant in or about the church property, and shall further indemnify and hold the Church harmless from and against any and all claims arising from any breach or default in the performance of any obligation on the Occupant's part to be performed under the terms of this Agreement, or arising from any negligence of the Occupant or any of the Occupant's agents, contractors or employees, and from and against all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against the Church by reason of any such claim, the Occupant, upon notice from Church, shall defend the same at the Occupant's expense by counsel satisfactory to all parties. Nothing contained herein shall make the Occupant responsible for or relieve the Church from liability for any loss, damage, liability or expense caused by or arising from any act or omission of the Church, its officers, agents, employees or contractors, or from any breach or default in the performance of any obligation on the Church's part to be performed under this Agreement.

15. Assignment and Subletting. Occupant shall not assign this Agreement or sublet the Property or any portion thereof, or rent desk space therein.

16. Waiver and Notice. No waiver of any breach of any covenant condition, or agreement herein contained shall operate as a waiver of the covenant, condition, or agreement itself, or of any subsequent breach thereof.

17. Notices. All notices required or permitted hereunder shall be deemed to have been given if mailed in any U.S. Post Office by certified or registered mail, postage prepaid, addressed to the Church, the Diocese or Occupant, respectively, at the following addresses or to such other addresses as the parties may designate in writing from time to time:

The Church

The Occupant

18. Governing Law. This Agreement shall be construed and governed by the laws of the State of Washington.

19. Severability. In the event any provision or portion of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect and shall in no way be affected or invalidated thereby.

20. Attorneys Fees. In the event that an action or suit is initiated regarding this agreement, the prevailing party shall be entitled their attorneys' fees and costs, including expert witness fees and costs.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year set forth above.

Name of church _____

Name of occupant _____

By: _____

By: _____

Its: _____

Its: _____

Dated: _____

Dated: _____