

Facilities Use Agreement

This agreement by and between Cadence International, 101 W. Jefferson Ave., Englewood, CO 80110 and

_____ (“User”),
User’s name _____ User’s complete address _____
will take effect on the _____ day of _____ and will continue for a period of _____
Day Month Year Time period

WHEREAS, Cadence International owns the premises located at _____
Complete address
which is normally used for _____, and
Type of use

WHEREAS, User desires to use the _____ area of the facilities for the
Area of premises
purpose of _____,
Purpose of use

and WHEREAS, Cadence International has agreed to allow User to use the facilities provided that the following terms and conditions are met.

IT IS THEREFORE AGREED BY AND BETWEEN THE PARTIES:

1. Cadence International agrees to let User use the above described premises for the above described purpose on
_____ is the contact
Describe times and days of usage Name and Cadence International’s contact person
person for Cadence International and _____ is the contact person for User to
Name of User’s contact person
coordinate the details of usage.

2. **Fee Agreement.** User agrees to pay Cadence International for the use of the premises. _____
Amount
 Non-Fee Agreement. In consideration for the benefit of using Cadence International’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 Cadence International, which is a biblically-based religious institution.
- 5. User agrees to abide by any rules or regulations for the use of the premises that are attached to this agreement.
- 6. User agrees that it is solely responsible to implement appropriate screening and supervision procedures to protect children, youth, and vulnerable adults attending user’s function at the above described facilities.

7. **Organizational Users.** User promises and warrants that it carries liability insurance with a minimum coverage as follows: a) General Liability Occurrence, \$1 million; b) General Liability Aggregate, \$3 million; c) Fire/Legal Liability, \$300,000 occurrence; d) Sexual Acts Coverage, \$300,000 occurrence. The User will provide a certificate of insurance to Cadence International 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 Cadence International an “additional insured” on User’s policy with respect to the use by User of the above described premises.

 Individual Users. User promises and warrants that User will obtain signed Activity Participation Agreements (either provided by or acceptable to Cadence International) from each participant in the activity. If the participants are minors, User will obtain the signature of at least one parent or legal guardian on each Activity Participation Agreement.
8. User agrees to hold harmless, indemnify and defend Cadence International (including Cadence International’s agents, employees, and representatives) from any and all liability for injury or damage including, but not limited to, illness, exposure to infectious/communicable disease, 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 Cadence International (including Cadence International’s agents, employees and representatives) or otherwise.
9. 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.
10. 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.
11. This agreement may be cancelled unilaterally by either party with 14 days written notice to the other party.
- 11.5. In the event that Cadence International must cancel this agreement, User will be entitled to any deposit User has paid. However, in no event will Cadence International 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 Cadence International 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 Cadence International.
13. Cadence International and User agree that any disputes arising under this agreement will be resolved via a mutually acceptable alternative dispute resolution process. If Cadence International and User cannot mutually agree upon such a process, the dispute will be submitted to a three-member arbitration panel of the American Arbitration Association for final resolution.
14. This document contains the entire agreement of the parties and supersedes all prior written or oral agreements relating to the subject matter.

Dated this _____ day of _____
Day Month Year

CADENCE INTERNATIONAL

USER

 Signer's Name

 Signer's Name

 Position

 Position with User (title)