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## USER AGREEMENT

**PURPOSE:** This document is recommended to be used by churches of the Susquehanna Conference which gives permission to use church property/facilities to non-church groups/ individuals (User). The Conference insurance policy covers only certain activities under the control of the local church. Non-church groups/individuals using church facilities, even though permission has been given, do so with the understanding that losses or liabilities incurred by non-church groups/individuals are not covered by the local church.

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_ (month) of the year \_\_\_\_\_  
by and between \_\_\_\_\_ United Methodist Church of \_\_\_\_\_ ("UMC")  
and \_\_\_\_\_ ("User")  
(address) \_\_\_\_\_

**WHEREAS,** UMC is the owner of a building located at \_\_\_\_\_

**WHEREAS,** User desires to use such facilities on the terms and conditions set forth.

**NOW, THEREFORE,** in consideration of the mutual promises contained herein and other good valuable consideration the parties hereto agree as follows:

1. UMC shall make available to User (description of facilities):

\_\_\_\_\_  
from \_\_\_\_\_ to \_\_\_\_\_ (dates)

2. User agrees to indemnify and hold UMC harmless from any and all liability including attorney's fees arising out of User's use of the above premises or the building of which the facilities are a part or the parking facilities on or adjacent thereto (hereinafter "the facilities").

3. User understands that the responsibility to obtain liability and property insurance is upon the User. It is not the duty or responsibility of UMC to insure the User's use of the facilities. It is recommended that the User obtains its own liability and property coverage for its use of the facilities.

4. User agrees to abide by and obey all laws, ordinances, and regulations promulgated by any government unit having jurisdiction in UMC's locale; User will not engage in any activities in violation of such laws, ordinances, rules and regulations.

5. To the extent that USER is an individual or a group of individuals, and not a corporation or other business entity, each individual's homeowner's insurance and/or health insurance shall be the primary insurance to the extent that one of the individuals is injured while on the church premises or, is negligent in causing bodily injury to another person or damage to the property in the course of their use of the premises.

**IN WITNESS THEREOF,** the undersigned parties have executed the Agreement as of the day and year first above written.

\_\_\_\_\_  
(UMC Representative)

\_\_\_\_\_  
(User Representative)

\_\_\_\_\_  
(Name of Church)

\_\_\_\_\_  
(Name of User)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Telephone)

\_\_\_\_\_  
(Telephone)