

LAND/FACILITY USE AGREEMENT

This agreement is made and entered into this _____ day of _____ by and between the owners of said facilities (hereinafter referred to as the licensor) and _____ (association, club, and leagues hereafter referred to as the licensee).

The licensor owns what is commonly known as _____ (facility, hereinafter referred to as the premises). The operation and maintenance of such premises is under the jurisdiction of the licensor and the licensor, subject to its power and authority, desires to grant license for use of said premises to the licensee. The licensee desires to secure a license to use such facilities as hereinafter described. In consideration of the mutual covenants herein contained, the parties agree as follows:

1. Subject to the terms and conditions hereof the licensor grants to and licensee accepts from the licensor the right and privilege to use the herein described facilities located in the above stated premises.
2. The term of this agreement shall be for the following dates and times only:
_____.
3. The licensee's use of the premises is subject to the payment of a fee of _____.
4. Licensee has inspected the premises which are the subject of this license and accepts the same in their presently existing condition and the licensor need not make any alterations or improvements thereto.
5. The premises shall be used for the purpose stated in the application filed by the licensee and no other use will be permitted.
6. Notwithstanding anything to the contrary, the sale or use of liquor, beer or other alcoholic beverages on the premises is expressly forbidden without prior permission of the licensor.
7. The licensee shall furnish and install at its expense all additional equipment that may be necessary for the activity and use to which it will put premises.

8. The licensee, at its expense, shall leave the premises clean and free of all trash and litter and all fixtures, if any, in good working condition. No alterations or additions shall be made to the premises without the prior written consent of the licensor. All approved alterations and additions to the premises become the property of the licensor upon the termination of this agreement.
9. The licensee shall not charge admission or fee to the public without the prior written consent of the licensor.
10. Persons engaged by the licensee to provide labor and service shall not be deemed or considered employees, agents or independent contractors of the licensor.
11. The licensee shall comply with all rules and regulations of the licensor with respect to the use of the premises.
12. The licensee shall maintain and be responsible for the premises but only during the times previously specified when it will be occupying the premises.
13. Throughout the term of this agreement, the licensee shall maintain insurance for bodily injury, death, or property damage occasioned by the reason of the licensee's use of the premises for the activity which it is sponsoring with minimum limits of liability in the amount of \$1,000,000 per occurrence. The licensor shall be an additional insured on this policy but only with respects to claims or losses against it resulting from the negligence of the licensee. A certificate evidencing such insurance shall be furnished to the licensor upon request.
14. The licensee shall hold the licensor, its agents, officers, employees, and board members harmless from and shall defend and indemnify them from and against all liability for injuries to or death of persons or damage to property arising from the activities of the licensee.
15. The licensor shall hold the licensee, its agents, officers, employees, and board members harmless from and shall defend and indemnify them from and against all liability for injuries to or death of persons or damage to property arising from the negligence of the licensor.
16. Upon breach of this agreement for any reason, the licensor shall have full authority to retake possession of the premises.

17. The licensee may not assign any right, privilege or license conferred by this agreement.
18. The person signing this agreement on behalf of the licensee is fully empowered by appropriate action. If necessary, to execute this agreement on its behalf.

In witness whereof the parties have executed this agreement at

_____ (city, county, state) _____

on _____ (month, day, year) _____ at _____ (city/state) _____

Licensee signature

Licensor signature

Licensee Print Name _____

Address _____

City _____

State _____

Home Phone Number _____

Work Phone Number _____

This is a draft facility use agreement. It may need modification to meet unique needs and circumstances. Pullen Insurance Services, Inc. makes no warranty as such. This template agreement is a guide only. Facility use agreements should be reviewed by legal counsel prior to execution.