

USE AGREEMENT

THIS USE AGREEMENT is made and entered into by and between SECOND BAPTIST CHURCH, a non-profit corporation of the State of Utah, which shall be called "Second Baptist" in this agreement, and the following person or entity which shall be called the "User" in this agreement:

User(s): _____ Contact Person: _____
Address: _____ City: _____ State _____ Zip Code: _____
Telephone: _____ Alternate Telephone: _____

THIS USE AGREEMENT is made and entered into based, in part, upon the following recitals:

A. Second Baptist owns and has developed the Touch of Paradise Family Intervention Center ("Center") located in Paradise, Cache County, Utah. The Center includes the grounds on which are situated several buildings and other facilities.

B. User desires to obtain from Second Baptist permission to use the Center or a building or buildings, other facilities or space at the Center as described in this use agreement.,

NOW, THEREFORE, in consideration of the mutual covenants and promises contained hereafter, the parties hereto agree as follows:

1. Grant of Right to Use

Second Baptist hereby grants to the User permission to use the following premises solely for the purposes specified in this agreement (*check all that apply*):

- Cottage 1 Cottage 2 Bunk House 1 Bunk House 2 Bunk House 3 Bunk House 4
 Grounds Pavilion Camper Hookups (# ___) Full Facility Paddle Boats (# ___)
 Other _____

2. Purpose or Event

Occupancy and use of the permitted area or facilities shall be limited exclusively to the following purpose or event: _____

3. Use Fee

A. User shall pay a use fee to Second Baptist in the amount of \$ _____ which shall be due and payable due on or before _____, 200__, or as follows:
 \$ _____ upon signing this agreement; and
 \$ _____ due on or before _____, 200__.

B. Payment of use fee (*check appropriate boxes and complete blanks*):

- Total use fee has been paid in the amount of \$ _____
 Partial use fee has been paid in the amount of \$ _____

4. Times and Dates of Use

A. Cottages

Check-in shall be no earlier than 3:00 pm on _____, 200__ and check-out shall be no later than 11:00 am on _____, 200__.

B. Other Center Facilities

The use period shall commence at _____ am/pm on _____, 200__ and shall end at _____ am/pm on _____, 200__.

5. Deposits

Unless specifically waived in writing by Second Baptist, the User shall make the following deposits:

A. Use Security Deposit

- (1) Upon the signing of this use agreement by the User, User shall pay a use security deposit in the amount of \$ _____ to Second Baptist.
- (2) The use security deposit may be credited towards the full use fee due upon payment of any remaining use fee balance.
- (3) The use security deposit represents liquidated damages in the event that:
 - (a) User seeks to cancel the use agreement and no other person has signed a replacement use agreement for the same term and use; or
 - (b) User fails to pay the full use fee due on or before the due date.

B. Cleaning, Repair, Equipment Deposit

- (1) Upon the signing of this use agreement by the User, User shall pay a cleaning, repair and equipment deposit in the amount of \$ _____ to Second Baptist.
- (2) The deposit shall be refunded to the User after the use term has ended and the User has vacated the premises and after deducting from the deposit any costs incurred by Second Baptist attributable to cleaning, repair, replacement, or maintenance of the premises, fixtures, or equipment that have been damaged or removed.

C. Second Baptist waives the following deposit(s) *(deposit is not waived if the box is not checked)*:

- Use Security Deposit Cleaning, Repair, Equipment Deposit

6. Removal of Materials

- A. At the end of the use period, the User shall remove all materials and property which the User or other persons has brought to the premises and shall leave the premises in a clean and orderly condition satisfactory to Second Baptist.
- B. Second Baptist is not responsible for any material or items left by User. Any items remaining on the grounds after use period will become the property of Second Baptist and shall be disposed of by Second Baptist as it sees fit. Any charges related to removal of property or materials shall be charged to User.
- C. User may dispose of solid waste by placing such waste inside the trash containers provided by Second Baptist but may not place such waste on the ground next to the trash containers.

7. Indemnification and Hold Harmless

User shall indemnify and hold harmless Second Baptist, its officers, agents, and employees from any and all claims, liability, causes of action, or suits arising or resulting from any damage, death, injury or loss to any person or persons, including the User, arising from the activities, conduct, negligence of User or any of User's agents, officers, employees, representatives, or guests.

8. Insurance

- A. If Second Baptist requires the User to provide general or event liability insurance, the type and amount of the coverage of such insurance shall be specified in an attached "Insurance Requirements" which shall be incorporated into this agreement. Second Baptist may, at its discretion, terminate this contract immediately for the failure of the User to deliver the certificate as and when required
- B. Second Baptist shall be designated as an additional insured by such insurance policy
- C. Upon request, the User shall provide a certificate of insurance to Second Baptist certifying the insurance. and guaranteeing that the insurance policy may not be changed or canceled without 1 week's written notice advance to Second Baptist.

9. Assignment and Sublease Restricted

Neither this Use Agreement or the privileges granted herein or any part thereof shall be assigned or otherwise sublet to any other person without the prior written consent of Second Baptist.

10. Damages

- A. The User is fully responsible for the premises allotted to User and agrees to reimburse Second Baptist for any damage to the real property, equipment or grounds used in connection with premises, reasonable wear and tear and damage from causes beyond User's control excepted.
- B. Second Baptist shall not be responsible for any loss or damage to the property of User or any agents of User.

11. Rules and Conditions

- A. This use agreement is strictly conditioned upon the User and the officers, employees, agents, representatives, and guests of the User fully complying with:
 - (1) All applicable federal, state, county, and city criminal, civil, or health laws, ordinances, rules, and regulations.
 - (2) The rules and regulations of the Center, a copy of which is attached to this agreement.
- B. Failure to comply may be grounds for termination of the agreement or expulsion of transgressing persons from the premises. Second Baptist, at its discretion, may authorize a partial refund of fees already paid or an adjustment to any fees remaining due.

12. Independence of User

It is understood that any activities or business conducted by User on Second Baptist property are not sponsored by Second Baptist and that Second Baptist has no control over who participates in the activities of or does business with the User. The User is fully responsible for all activities sponsored or conducted by the User during the time that the User occupies the premises.

13. Alcoholic Beverages

The possession, use, distribution, or presence of alcoholic beverages on or about the premises is absolutely prohibited.

14. Event Security and Supervision

- A. User shall be responsible for providing adequate and appropriate security measures for the protection of all

persons sponsored by the User coming to, staying on, or attending or participating in the activities at or on the premises and providing personnel with adequate and appropriate training and experience to implement those measures.

- B. User shall appropriately and adequately supervise any activity conducted or sponsored by the User on the use premises.
- C. User shall supervise or appoint an adult to adequately and appropriately supervise any and all children attending or participating in activities conducted by or sponsored by User.

15. Children or Youth Groups and Activities

The use of the Center facilities for children or youth groups and activities are subject to the following conditions:

- A. User shall provide a written description of and agenda for activities.
- B. There shall be at least one supervising adult (18 years or older) for each 6 children or youth.
- C. User shall have in User's possession , at all times, permission and medical authorization forms signed by a parent or legal guardian of each child and each youth. The forms shall be approved in advance by Second Baptist.
- D. The person in overall charge of the children's or youth group must be identified to and check-in with the Center's staff representative when the group arrives and when the group departs.

16. Special Conditions

WHEREFORE, the parties have signed this Use Agreement on the dates stated below.

USER:

SECOND BAPTISTCHURCH

By: _____
Title: _____

By: _____
Date: _____, 200__

Date: _____, 200__