

# FACILITY HIRE AGREEMENT

Agreement between \_\_\_\_\_

\_\_\_\_\_ Your Church (Licensor)

And \_\_\_\_\_

of \_\_\_\_\_ (The licensee)

Premises: \_\_\_\_\_ (The Facility)

Date of Agreement: \_\_\_\_\_ Period of License: \_\_\_\_\_

## Conditions:

It is the responsibility of the licensee:

1. To pay the licensee fee of \$\_\_\_\_\_ and the bond of \$\_\_\_\_\_ to the Licensor in exchange for which the Licensee shall be entitled to use of the Facility floor space, conveniences, normal Facility furnishings and water heating appliances.
2. To keep the Facility and every part thereof and appurtenances in good substantial repair and condition and to keep the same clean and tidy and pay promptly for any loss or damage thereto.
3. To compensate the Licensor for the cost of repair or replacement of any damage to the Facility or to the furniture, furnishings, windows or equipment during occupancy.
4. Not to do or permit anything to be done on the said Facility or any part thereof which may be or become the nuisance, annoyance or damage to the Licensor or the owners, tenants or other occupiers of other property in the neighbourhood or which may prejudice the insurance of the premises or any part thereof.
5. To obtain any permits necessary for the use of the Facility.
6. Not to interfere with or remove any equipment belonging to the Licensor.
7. To permit the Licensor or its servants and agents at all responsible times to enter and view the Facility and the arrangements made to keep the Facility in accordance with Clause 2 hereof.
8. To leave the Facility (and annexes) in a clean and tidy condition and to remove all refuse, to wash any items used and to store away in cupboards provided.
9. Not to permit any alcoholic beverage to be consumed or brought to the Facility.
10. To properly and safely prepare the Facility in accordance with the nature of the proposed activities of the Licensee and to previously obtain the approval of the Licensor for the use of any materials or equipment in so doing.

11. To indemnify the Licensor and hold harmless from and against all damages, costs, actions, claims and demands which may be sustained or suffered or covered against the Licensor by the Licensee, its service and employees or any other person whatsoever.
12. To effect Public Liability Insurance with an insurance company licenced by the Insurance Act 1973 (as amended), for an indemnity of not less than \$5,000.00 covering any property damage to the Facility, or any legal liability arising from the use of the Facility.

Furthermore by signing this agreement the Licensee warrants that a Public Liability policy has been effected and the premium has been paid to the Insurance Company or a licenced Insurance Broker. A copy of such policy should be provided to the Licensor prior to the commencement of the period of the license.

### And it is hereby acknowledged:

1. The Licensor shall designate that part of the Facility Licensed hereunder.
2. Termination of the contract can be effected by either party giving four weeks notice in writing.
3. This License will be immediately cancelled if any clauses herein are violated.

 Signed on behalf of \_\_\_\_\_ Your Church

 Signature \_\_\_\_\_ (Licensor)

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

 Signature \_\_\_\_\_ Licensee (Hirer)

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

\*The Public Liability Policy indemnifies the Licensor and Licensee (Hirer) for their Legal Liability to Third Persons for bodily injury or damage to property arising from your negligence.

\*\*The Facility - includes all buildings and land referred to in and specified by this license.

Caution: In the event of an incident do not admit liability but refer immediately to your insurer.

