

HOLD HARMLESS AGREEMENT FOR BUILDING USE

When the Building Use organization is incorporated, the User should provide liability insurance, naming the church as an additional insured on their policy. The recommended minimum standard should be \$1,000,000 per claim/occurrence, \$3,000,000 aggregate, \$10,000 no fault medical payments, including volunteers, and athletic activities; fire legal liability at \$1,000,000 limit; day nursery/child care and sexual misconduct coverage at \$1,000,000 limit.

When the Building User is not incorporated, a HOLD HARMLESS agreement should be signed.

SAMPLE AGREEMENT

The Building User agrees to indemnify and hold harmless the Church against and from any and all claims by or on behalf of any persons, arising from the conduct of or management about the premises of the Church, or from any accident in or on the premises of the Church. The Building User will further indemnify and hold the Church harmless against and from any and all claims arising from any breach of default on the part of the Building User in the performance of any covenant or agreement on the part of the Building User, or arising from any act or negligence of the Building User, or any of its agents, contractors, servants, employees, or licensees, and from and against all costs, counsel fees, expenses and liabilities incurred in or about any such claim or action proceeding brought thereon.

The Building User further shall defend at User's expense such action or proceeding by counsel reasonably satisfactory to the Church.

Signature

Name

Date