

BUILDING USE AGREEMENT

THIS BUILDING USE AGREEMENT (the "Agreement") is made effective the ____ day of _____, 20____, by and between RICH FORK BAPTIST CHURCH OF THOMASVILLE, NORTH CAROLINA (the "Owner"), a North Carolina non-profit corporation having its principal office at the address set forth on the Signature Page to this Agreement, and _____ (the "User"), having an address as set forth on the Signature Page to this Agreement.

RECITALS

The Owner owns and operates a church facility located at 3993 Old Highway 29, Thomasville, Davidson County, North Carolina.

The User desires to use the portions of the church facility and/or church grounds indicated below, which constitute the "Premises" for purposes of this Agreement:

- Worship Center
- Multi-Purpose Building
- Fellowship Hall
- Youth Area (bottom floor of the Office Building)
- Other: _____

The User desires and is authorized to use the Premises only during the dates and times described as follows, which are referred to as the "Use Period" in this Agreement:

_____.

Therefore, in consideration of the User Fee and the other covenants and agreements described below, the Owner and the User agree as follows:

1. User Fee. The Owner agrees to allow the User to use the Premises during the Use Period in exchange for a user fee of _____ (\$_____) (the "User Fee"), which the User agrees to pay to the Owner in full prior to commencement of the Use Period.

2. Permitted Use. The User agrees that it will not use the Premises for any unlawful purposes and will obey all laws, rules, and regulations of all governmental authorities while using the Premises. The User further agrees that it will not use the Premises for any purpose that is contrary to the mission, purpose, or beliefs of the Owner, as determined in the Owner's sole discretion, or for any purpose that might jeopardize the Owner's recognition as a tax-exempt religious organization.

4. Rules. The User agrees to abide at all times by the rules attached to this Agreement as **Exhibit A**, if any, for the use of the Premises.

5. Inspection and Acceptance of Premises. The User agrees to conduct an inspection of the Premises prior to commencement of the Use Period. The User's commencement of use shall constitute the User's acknowledgement that it has inspected the Premises, that the Premises are in good condition and repair, that the Premises are satisfactory for the User's use, and that the User accepts the Premises in "as is, where is" condition.

6. Damages. The User agrees upon demand by the Owner to promptly pay the Owner for any damages resulting from the User's (including the User's guests', agents', and employees') use or occupation of the Premises during the Use Period.

7. Insurance. The User agrees, at its sole expense, to procure and maintain in effect throughout the Use Period liability insurance with a minimum liability limit per occurrence of \$1,000,000 covering bodily injury, including personal injury and property damage, insuring against any and all liability of the User, its guests, its agents, and its employees with respect to use of the Premises. The Owner shall be named as an "additional insured" on such insurance. The User agrees to provide the Owner a certificate of insurance with an endorsement, as appropriate, showing the Owner as an "additional insured" at least thirty (30) days prior to commencement of the

Use Period or upon execution of this Agreement if this Agreement is executed fewer than thirty (30) days prior to commencement of the Use Period.

8. Indemnity for Breach. The User agrees to forever indemnify and hold the Owner (including its agents, employees, officers, directors, and representatives) harmless of and from any and all damages, judgments, awards, fines, penalties, claims, and expenses (including reasonable attorneys' fees) suffered or incurred by the Owner or awarded, levied, or assessed against the Owner as a consequence of any breach by the User of any term or provision of this Agreement. The indemnity obligation under this Paragraph 8 shall survive the expiration or earlier termination of this Agreement.

9. Release and Indemnity for Acts or Omissions. The User agrees to release, indemnify, and hold the Owner (including its agents, employees, officers, directors, and representatives) harmless for any acts or omissions, including death, personal injury, and property damage, that occur as a result of use of the Premises by the User, its agents, or its invitees. The release and indemnity provisions of this Paragraph 9 shall survive the expiration or earlier termination of this Agreement.

10. Termination. This Agreement may be cancelled or terminated by either party at any time upon written notice to the other party. However, notwithstanding any provision of this Agreement to the contrary, the indemnity and release provisions of Paragraphs 8 and 9 shall survive the expiration or any other termination of this Agreement. Upon cancellation by either party more than seven (7) days prior to commencement of the Use Period, the Owner agrees to refund to the User any User Fee or deposit previously paid. However, no portion of the User Fee will be refunded to the User for any cancellation or termination within seven (7) days prior to or after commencement of the Use Period except in the sole discretion of the Owner.

11. Miscellaneous.

(a) This Agreement shall be binding upon the parties and their beneficiaries, legal representatives, successors, and permitted assigns. However, this Agreement shall not be assignable by the User without the express prior written consent of the Owner.

(b) The provisions and terms of this Agreement are severable, and the invalidity of one provision or term shall not affect the enforceability of the remaining provisions and terms of this Agreement.

(c) This Agreement contains the entire agreement of the parties relating to the subject matter to which it pertains. This Agreement supersedes and replaces in its entirety any other existing agreement between the Owner and User relating to the subject matter to which this Agreement pertains and may not be waived, changed, modified, extended, or discharged orally but only by agreement in writing and signed by the party against whom enforcement of any such waiver, change, modification, extension, or discharge is sought. Waiver by the Owner of a breach of any provision of this Agreement by the User shall not operate or be construed as a waiver of any subsequent breach by the User.

(d) This Agreement shall be governed by the laws of North Carolina.

(e) Any notice to be sent under this Agreement shall be either hand delivered or sent by registered or certified mail, return receipt requested, addressed to the appropriate party at the address set forth on the Signature Page to this Agreement.

(f) The headings of the Paragraphs are for convenience only and shall not control or affect the meaning or construction or limit the scope or intent of any of the provisions of this Agreement.

(g) This Agreement may be executed in any number of counterparts, each of which shall be considered an original, but all of which shall constitute one and the same Agreement.

BUILDING USE AGREEMENT

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this Building Use Agreement as of the date first above written.

THE OWNER:

RICH FORK BAPTIST CHURCH OF THOMASVILLE,
NORTH CAROLINA
3993 Old Highway 29
Thomasville, NC 27360

By: _____

Print Name: _____

Print Title: _____

THE USER:

[Print Name of User]

Address: _____

By: _____

Print Name: _____

Print Title: _____

Telephone Number: _____

E-Mail: _____