

**La Trinidad United Methodist Church**  
*300 San Fernando Street • San Antonio, TX 78207 • (210) 227-0546*

## **FACILITY USAGE/INDEMNITY AGREEMENT**

The Facility Usage/Indemnity Agreement must be used when non-church sponsored or affiliated groups use church facilities on a short-term basis such as one day or a week. The following groups are examples of non-church sponsored or affiliated groups that should sign the Facility Usage/Indemnity Agreement:

1. Girl Scouts, Knights of Columbus, American Legion or other similar organizations that use church facilities for meetings or fundraisers.
2. AAU sport teams or non-church sponsored sport classes/clinics.
3. Church and non-church families rent or use church facilities for wedding receptions, family reunions, anniversary parties or other similar activities. (In lieu of signing the Facility Usage/Indemnity Agreement, a church or non-church family would be eligible to purchase “special event” liability coverage through their personal insurance or other carriers. Please note that funeral luncheons are church sponsored events.
4. Any other organization, municipality or county organization that uses church facilities for a meeting or function that is non-church sponsored.

The Facility Usage/Indemnity Agreement requires the facility user to provide the church with a certificate of insurance documenting general liability coverage in the amount of \$1,000,000 per occurrence. This certificate of insurance must name La Trinidad United Methodist Church and Board Members listed as additional insured to include Waiver of Subrogation on a Primary and Non-Contributory Basis. It is not adequate to obtain a certificate of insurance, which names the church as a “certificate holder.”

It is often asked what criteria an organization must meet to be church sponsored or affiliated. In the event of an insurance claim involving a potential non-church sponsored activity, the following questions would be asked to further determine if a group was church sponsored and eligible for insurance coverage:

1. Did the church have full control over the group or function?
2. Did any costs or fees associate with the function flow through church accounts?
3. Was the function or group open to all church members?
4. Was the purpose of the function or group to facilitate learning, raise revenue for the church or provide a social service on behalf of the church?
5. Was the teacher or leader of the group a church volunteer or employee?

In general, a group which does not meet the definition of an affiliated organization or is unable to answer the above five questions in the affirmative would not be church sponsored. Accordingly, that group must sign the Facility Usage/Indemnity Agreement and supply the church with the necessary insurance documentation as applicable.

**La Trinidad United Methodist Church**  
*300 San Fernando Street • San Antonio, TX 78207 • (210) 227-0546*

**FACILITY USAGE/INDEMNITY AGREEMENT**

CHURCH: La Trinidad United Methodist Church

FACILITY USER: \_\_\_\_\_

DATES: \_\_\_\_\_

FACILITY USAGE: \_\_\_\_\_

TYPE OF FACILITY USAGE: \_\_\_\_\_

The above-named FACILITY USER agrees to defend, protect, indemnify and hold harmless the above-named CHURCH against and from all claims arising from the negligence or fault of the above-named FACILITY USER or any of its agents, family members, officers, volunteers, helpers, partners, organizational members or associates which arise out of the above identified FACILITY USAGE at the above named CHURCH.

FACILITY USER agrees to provide a certificate of insurance to the CHURCH, which provides evidence of general liability coverage of not less than one million dollars (\$1,000,000) per occurrence. FACILITY USER also agrees to have the La Trinidad United Methodist Church and Board Members listed as Additional Insured to include Waiver of Subrogation on a Primary and Non-Contributory Basis on its general liability policy for the DATE(S) OF FACILITY USAGE in relationship to the TYPE OF FACILITY USAGE for claims which arise out of FACILITY USER'S operations or are brought against the CHURCH by FACILITY USERS' employees, agents, partners, family members, students, customers, function attendees, guests, invitees, organizational members or associates. FACILITY USER also agrees to ensure that its liability insurance policy will be primary in the event of a covered claim or cause of action against CHURCH.

If FACILITY USER fails to comply with the above (second) paragraph, then the above named FACILITY USER agrees to protect, defend, hold harmless and fully indemnify the above named CHURCH for any claim or cause of action whatsoever arising out of or related to the usage which takes place during the above identified DATE(S) OF FACILITY USAGE that is brought against the CHURCH by the above named FACILITY USER or its employees, agents, partners, family members, students, customers, function attendees, guests, invitees, organizational members or associates, even if such claim arises from the alleged negligence of the CHURCH, its employees or agents, or the negligence of any other individual or organization. This paragraph does not relieve FACILITY USER's responsibility to comply with the above (second) paragraph.

If any sentence or paragraph of this agreement is held invalid, it is agreed that the balance thereof shall continue in full legal force and effect.

SIGNED BY: \_\_\_\_\_

(Must be an official agent of FACILITY USER)

NAME (Please print): \_\_\_\_\_

DATE: \_\_\_\_\_