

Facility Use Agreement

Instructions for Using this Agreement Form

- Complete the table at the top of the form with the necessary information, namely:
 - “Licensor” should be the name of the legal owner of the building or property covered by the agreement
 - “Facility” should contain a description and the street address of the property or building
 - The “Restricted Area” should contain a description of those areas, if any, within the Facility that the Licensee is not authorized to access or use
 - “Licensee” should be the name of the local council, not an individual unit or person.
 - “Licensee Address” should be the street address of the local council’s main office.
 - Each “Primary Contact” field should contain the name and phone number of the person who each party designates to be the main point of contact for the other party.
- In Section 2, in the spaces provided, insert the date and time when Licensee’s right to use the Facility would begin and the date and time when the Licensee’s right to use the Facility would end.
- In Section 3, in the spaces provided, insert the total dollar amount that the Licensee would pay to the Licensor for use of the Facility and the date when payment would be due. If the Licensor requires an up-front deposit, insert that amount and the due date in the spaces provided. If no up-front deposit is required, insert “0” in the space provided.
- The Licensee, including individual units, may only use the Facility to host Scouting meetings and related activities and is responsible for providing all personnel, equipment, and supervision. The Licensor is not obligated to provide any personnel, programming, supervision or other services.
- Licensee must provide evidence of general liability insurance by way of a certificate naming the Licensor as an “additional insured”, not merely a certificate holder. Contact the BSA’s Risk Management department to request a certificate of insurance for the Licensor.
- The agreement must be signed by Scout Executive, Director of Field Service or Director of Support Services. Volunteers may **not** sign the agreement on behalf of the local council.

Facility Use Agreement

Licensor:		Licensee:	
Facility Description and Address:		Licensee Address:	
Restricted Area(s), if any:			
Primary Contact with Phone Number:		Primary Contact with Phone Number:	

This Facility Use Agreement (“*Agreement*”) is between the Licensor and Licensee named above. Licensor owns and/or operates the facility identified above (the “*Facility*”) and desires to grant Licensee a license to use the Facility during the Term on the terms and conditions set forth herein for the purpose of hosting Scout meetings and operating other Scouting-related activities (the “*Purpose*”).

For good and valuable consideration, the Licensor and Licensee agree as follows:

1. Licensor hereby grants to Licensee and its individual units (i.e., dens, packs, troops, crews) a non-transferable, non-exclusive, limited right to access and use the Facility identified above (not including the Restricted Area(s), if any) during the Term on the terms and conditions hereof, and Licensee hereby accepts such license. Licensee’s use of the Facility shall be limited to the Purpose.

2. Licensee’s right to access and use the Facility begins at [TIME] a.m./p.m. on [DATE] (the “*Start Date*”) and ends at [TIME] a.m./p.m. on [DATE] (the “*End Date*”, and together with the Start Date, the “*Term*”). Licensee may terminate this Agreement any time for any reason (or no reason).

3. In exchange for the right to access and use the Facility, Licensee will pay Licensor the sum of \$[AMOUNT] (the “*Rental Fee*”). A non-refundable deposit of \$[AMOUNT] will be due no later than [DATE], and the balance of the Rental Fee will be due no later than [DATE].

4. Licensee shall use reasonable care to preserve and protect the Facility from damage and to leave the Facility in substantially the same condition as when delivered by Licensor, reasonable wear and tear excepted. Licensee will be responsible for the reasonable costs to repair damages to the Facility caused by Licensee’s use under this Agreement, not including reasonable wear and tear.

5. Licensee has inspected and accepts the Facility “as is” in its current condition. Licensor makes no representations or warranties with respect to the condition of the Facility or its suitability for any particular purpose. Licensee understands that due to the nature of the Facility, it may not accommodate persons with certain disabilities. Licensee is responsible for providing all disability accommodations necessary for its guests and invitees.

6. Licensee will procure and maintain throughout the Term commercial general liability insurance with coverage limits of no less than a combined single limit of \$2,000,000 and including coverage for bodily injury, property damage liability, and contractual liability. Licensor will be named as an additional insured under such policy and receive a certificate of insurance prior to the Start Date as evidence that Licensee meets the foregoing insurance requirement.

7. Licensee’s use of the Facility shall comply with all applicable local, state and federal laws and regulations. Licensee will furnish all equipment, materials, and resources required, and adequate supervision necessary for the safe and efficient operation of, the Licensee’s meetings and related activities. Licensee agrees to abide by Licensor’s rules and guidelines applicable to the Facility of which Lessee is made aware in writing.

8. Licensee will defend, indemnify and hold harmless Licensor and its employees, directors, officers, contractors and agents from any and all claims, liabilities, losses, damages, and other costs and expenses, including reasonable attorneys’ fees, investigative costs, court costs (collectively, “*Losses*”), arising out of Licensee’s use of the Facility, except to the extent such Losses are the result of Licensor’s negligence or intentional misconduct or a condition of the premises not caused by Licensee. This indemnification obligation shall survive the termination of this Agreement.

9. Licensor shall not promote or exploit Licensee’s use of the Facility for the purpose of, or name Licensee in connection with any, political or social advocacy conducted by Licensor, including partisan politics, support or opposition to government action, or controversial legal, political, or social issues or causes.

10. This Agreement is governed by and will be construed in accordance with laws of the state where the Facility is situated. This Agreement represents the entire agreement between the parties concerning the subject matter herein and may not be modified or amended unless such modification or amendment is made in writing and signed by both parties. Each party hereto represents and warrants that the person executing this Agreement on such party’s behalf is duly authorized to do so. Any provisions of this Agreement found by a court of competent jurisdiction to be void or unenforceable shall not affect the validity or enforceability of any other provision.

ON BEHALF OF LICENSOR:

By (signature): _____
 Print Name: _____
 Title: _____

ON BEHALF OF LICENSEE:

By (signature): _____
 Print Name: _____
 Title: _____