

FACILITIES USE & INDEMNITY AGREEMENT AMONG:

(the "Organization")

"Local Council" of the Boy Scouts of America, a congressionally chartered nonprofit corporation d/b/a Scouting America
("Scouting America"),

and _____ (the "Scouting Unit" or "Unit")

THIS FACILITIES USE & INDEMNITY AGREEMENT ("Agreement") is entered into as of _____ (date) by and among the Organization, Scouting America, and the Scouting Unit for a term of one year, beginning _____, 202__, and ending _____, 202__. For good and valuable consideration, including the covenants set forth herein, the Organization, Scouting America, and Scouting Unit agree as follows:

I. Use of Facilities:

- A. The Organization agrees to provide appropriate facilities (the "Facilities"), described below, and does hereby grant permission for the Scouting Unit, its members, volunteers, personnel, guests, and invitees to use said Facilities during its regular meetings.

Facilities Address _____

Facilities Description _____

Available Days/Times _____

To the extent that the Organization property includes spaces for parking motor vehicles, the Organization agrees that, and hereby grants permission for, the Scouting Unit, its members, volunteers, personnel, guests, and invitees to make use of such parking spaces as are not already occupied at the time of the Unit's meetings.

- B. The Organization agrees to allow the Scouting Unit a reasonable amount of storage space for materials and equipment, which may, in the unfettered discretion of the Organization, include one or more trailers.

Storage Description _____

- C. The Scouting Unit acknowledges and agrees that the Scouting Activities are not required to be, and may not be, sponsored, conducted, supervised, or monitored by the Organization or its directors, officers, trustees, elders, employees, agents, representatives, or volunteers, and that the Organization is merely making the Facilities available for the Scouting Unit's use in connection with its Scouting Activities. The Scouting Unit further acknowledges and understands that the Organization may not, and has no obligation to, make available any personnel or volunteers in or around the Facilities for the benefit of the Scouting Unit or the Scouting Activities.
- D. The Scouting Unit agrees to return the Facilities to their original condition at the end of all Scouting Activities in "broom clean" condition and with any garbage/waste deposited in appropriate receptacles. The Scouting Unit acknowledges and agrees that if the Scouting Unit damages the Facilities, the Scouting Unit will be responsible for any repair costs within ten (10) days or within a reasonable time-frame after the Organization provides written documentation of such costs.
- E. The Scouting Unit agrees to take reasonable care of the Facilities and to abide by all rules and policies applicable to the Facilities and their use. A copy of all such rules and policies are attached hereto and incorporated herein by reference. The Scouting Unit acknowledges and agrees, however, that the following are always prohibited anywhere within the Facilities or elsewhere on the Organization's property, whether indoors or outside, regardless of whether the Organization has formally adopted a written policy to the same effect: smoking, tobacco use of any nature, possession or consumption of alcohol, and the possession or use of illegal substances.

- F. The Scouting Unit acknowledges and understands that there are risks associated with use of the Facilities. The Scouting Unit acknowledges and agrees that it has inspected the Facilities and accepts them for use in their present condition, with all faults, if any, and agrees that the Organization makes no representation or warranty with respect to the Facilities, including their condition or their suitability and fitness for the Scouting Unit's intended use. Due to the nature of the Facilities, they may not accommodate persons with certain disabilities. The Scouting Unit agrees that it is responsible for providing all disability accommodations necessary to meet the needs of the Unit's members, volunteers, personnel, guests, and invitees. The Scouting Unit agrees that its use of the Facilities will comply with all applicable local, state, and federal laws and regulations.

II. Insurance:

Scouting America agrees to provide Commercial General Liability (GL) insurance that includes excess auto liability to cover losses or claims asserted or sustained by any Scouting Unit, member, visitor, volunteer, or any other person, arising out of or in any way connected, directly or indirectly, with Scouting. This insurance covers the Charter Organization, along with its Officers, Directors, Trustees, Employees, or Charter Organization Representatives (collectively, "Protected Parties"). At a minimum, such insurance:

- A. GL coverage shall be written on an occurrence basis, with limits of \$7,500,000 each occurrence and \$20,000,000 annual aggregate for the policy year ending March 1, 2027. Scouting America provides additional excess GL coverage above the primary and first excess policies. GL coverage limits are subject to change upon renewal.
- B. The GL policy shall provide auto liability (AL) as excess of: (a) the vehicle driver's personal AL policy; (b) the Charter Organization's primary AL insurance, if any (if vehicles are owned, hired, or leased by the Charter Organization); and (c) any other excess insurance available from other sources. The GL policy provided by Scouting America is excess of \$1 million.
- C. As set forth in the GL policy, shall provide coverage for:
 1. Bodily injury, sickness or disease including illness or death of any person.
 2. Bodily injury, with no exclusion for physical or sexual abuse, misconduct, or molestation
 3. Personal or advertising injury.
 4. Damages caused by physical damage or destruction of tangible property.
 5. Contractual liability covering Scouting America's obligation to defend, indemnify, and hold harmless the Protected Parties.
 6. Punitive or Exemplary Damages coverage equal to that which is provided to Scouting America entities.
- D. Certificate of Insurance shall name the Protected Parties as Additional Insureds on all primary and excess policies.
- E. Shall include a Waiver of Subrogation in favor of the Protected Parties.

SCOUTING UNIT: _____

ORGANIZATION: _____

By: _____
Signature

By: _____
Signature

Printed Name
Title: Unit Committee Chair

Printed Name

LOCAL COUNCIL: _____

Title

By: _____
Signature

Printed Name

Title: Scout Executive or Designee



**ATTACHMENT OF ORGANIZATION'S POLICIES AND RULES
GOVERNING THE USE OF THE FACILITIES AS REFERENCED IN ¶ I.E
OF THE FACILITIES USE AND INDEMNITY AGREEMENT**

