

PROPERTY USE AGREEMENT
Our Saviour's Lutheran Church
Williamsburg, Virginia 23188

For and in consideration of the sum of _____ and subject to the terms and conditions set forth herein, Our Saviour's Lutheran Church (OSLC) agrees to grant a revocable license ("License") to _____ ("User") for use of certain real property owned by the OSLC. The OSLC and User agree as follows:

1. Property: User shall have the right during the term of this License to use the following areas of OSLC _____ (the "Property") for

_____ under the terms and conditions set forth herein.

2. Term: This License commences on _____ at _____ a.m. and expires on _____ at _____ p.m.

3. Compliance with Laws/Rules/User's Responsibilities: User is required and agrees to comply with the OSLC facilities and Use Policy. User acknowledges that it has received and reviewed a copy of said Policy, specifically acknowledges that OSLC has the right to cancel this License at anytime.

4. Unlawful Use: User shall not allow or permit any unlawful or illegal activity on the Property in connection with its use of the Property. User shall not permit or allow the creation of any nuisance on the Property in connection with its use of the Property.

5. There is no smoking in the facilities or on the church property.

6. "AS-IS" Condition of Property: User accepts the Property "AS-IS", OSLC having no obligation whatsoever to make any alterations or improvements to the Property, nor is the OSLC obligated to provide any services, including security services, in connection with User's use of the Property. User accepts responsibility for the security of its users.

7. Risk of Use: OSLC shall not be liable for any damage to persons or property arising from or connected with User's use of the Property.

8. Indemnity: User hereby agrees to indemnify and hold harmless OSLC and its staff, Officers, Church Council, agents, members, volunteers, and/or employees, from any and all loss, liability, cost, claims, demands, damages, actions, causes of action, suits or expenses (including without limitation reasonable attorneys' fees and expenses) arising out of or in any manner related to

or connected with the Use by the User or its employees, agents, guests or invitees, provided, however, that this indemnity shall not be applicable to any loss or liability caused by OSLC's willful misconduct.

9. Insurance: Non-church groups are required to provide coverage described as follows:
(a) General Liability - User shall at its sole cost and expense keep in force throughout the term of this Agreement, a Commercial General Liability policy, which includes broad form property damage, contractual, personal injury, products and completed operations coverage with respect to the Use shall add the Our Saviour's Lutheran Church as additional insured to such policy, and shall include a waiver of subrogation in favor of OSLC, all in such form as shall be reasonably satisfactory to OSLC. Such insurance shall be in an amount of not less than One Million Dollars (\$1,000,000) for each occurrence, bodily or personal injury and/or property damage combined.

User's insurance carrier shall notify OSLC within thirty (30) days of any substantial reduction, termination or cancellation of said coverage. Evidence of the foregoing requirements shall be furnished to OSLC by valid certificate of insurance issued by or on behalf of the User's insurance carrier which shall be delivered to OSLC prior to the commencement date of this Agreement.

(b) Worker's Compensation - When required by Virginia law (employer has 3 or more workers), the User shall keep in force a Worker's Compensation policy with statutory limits and Employer's Liability with \$500,000 limits. Policy shall include a waiver of subrogation in favor of OSLC. User's insurance carrier shall notify OSLC within thirty (30) days of any substantial reduction, termination or cancellation of said coverage. Evidence of the foregoing requirements shall be furnished to OSLC by valid certificate of insurance issued by or on behalf of the User's insurance carrier which shall be delivered to OSLC prior to the commencement date of this Agreement.

10. Interest Created: This License shall not create any easement rights, leasehold interests or other interests in land. The rights of User in and to the Property created under this License shall not be subject to levy, sale, assignment or subletting.

11. Changes to License: This License represents the entire agreement between the parties hereto. No change to the terms of this License shall be effective unless it is in writing, signed by both the parties hereto.

12. Execution: The undersigned, executing on behalf of User, certifies that he/she is an agent of the named organization and is authorized to execute this Revocable License.

In witness hereof, the parties have executed this Revocable License to be effective as of this _____ day of _____, 20__.

Name of Individual/Organization:

Signature: _____

Print Name: _____

Title: _____

Date: _____

Our Saviour's Lutheran Church

Signature: _____
Church Council President or Designee

Print Name: _____

Title: _____

Date: _____