

FACILITY USE AGREEMENT

Facility Name: _____ Location: _____

Parties:

Facility Owner / Operator: _____

User / Licensee: _____

User Contact Information: _____

Facility Description and Use:

The Facility Owner hereby grants the User a license to use the described facility on the terms and conditions set forth herein. The Facility includes all relevant buildings, equipment, parking areas, and grounds as defined in the attached Schedule. Use of the Facility shall be limited to the purposes expressly authorized by this Agreement and in compliance with all applicable laws and regulations.

Term of Agreement:

The term of this Agreement shall commence on the effective date of execution and shall continue until terminated by either party in accordance with this Agreement. No fixed term or dates are specified herein.

Fees and Payments:

License Fee Amount: _____ USD

Payment Terms: _____

User Responsibilities:

User agrees to comply with all safety, security, and operational rules established by Facility Owner. User shall be responsible for any damage caused to the Facility during the use period, ordinary wear and tear excepted. User shall maintain appropriate insurance coverage as required by Facility Owner.

Facility Owner Responsibilities:

Facility Owner shall maintain the Facility in a safe and operable condition and provide reasonable access to User as specified herein. Facility Owner makes no warranties beyond those expressly stated in this Agreement.

Indemnification and Liability:

User agrees to indemnify, defend, and hold harmless Facility Owner and its agents from any claims, damages, liabilities, or expenses arising from User's use of the Facility, except to the extent caused by the gross negligence or willful misconduct of Facility Owner. Neither party shall be liable for consequential damages.

Termination:

Either party may terminate this Agreement upon written notice to the other party. Upon termination, User shall

promptly vacate the Facility and remove all personal property. Termination shall not relieve User of obligations arising prior to termination.

Compliance with Laws:

User shall comply with all applicable federal, state, and local laws, ordinances, and regulations in connection with the use of the Facility.

Assignment and Subletting:

User shall not assign this Agreement or sublet any portion of the Facility without the prior written consent of Facility Owner, which consent shall not be unreasonably withheld.

Insurance:

User shall maintain general liability insurance with limits acceptable to Facility Owner and provide certificates of insurance evidencing such coverage upon request.

Dispute Resolution:

Any disputes arising out of or relating to this Agreement shall be resolved in the state or federal courts located in the jurisdiction of the Facility Owner's principal place of business. Each party knowingly and voluntarily waives the right to a trial by jury.

Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to its conflict of law principles.

Entire Agreement:

This Agreement represents the entire understanding between the parties and supersedes all prior negotiations and agreements, whether written or oral. No amendment shall be effective except in a writing signed by both parties.

Severability:

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Notices:

All notices required or permitted under this Agreement shall be in writing and delivered personally, by certified mail, or by nationally recognized overnight courier to the addresses specified by the parties.

FACILITY OWNER / OPERATOR SIGNATURE

USER / LICENSEE SIGNATURE

Signature: _____

Signature: _____

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