

## Facilities Use Agreement

This agreement by and between **Jackson Church**, located at 68 Bennetts Mills Road, Jackson, New Jersey 08527, and, **Requestor**, \_\_\_\_\_ (**fill-in name**), will take effect on May 7<sup>th</sup> or 14<sup>th</sup>, 2022 from 6am – 3pm. Jackson Church owns premises located at 68 Bennetts Mills Road, Jackson, New Jersey with is normally used for religious functions, ministerial programs, and missional outreach. The Requestor is approved to use the outside area and bathrooms within the building for the purpose of the Jackson Church Flea Market provided that the following terms and conditions are met.

### **It is Therefore Agreed By and Between the Parties:**

1. Requestor, \_\_\_\_\_ (fill-in name) agrees to hold harmless, indemnify and defend Jackson Church (including Jackson Church’s agents, employees, and representatives) from any and all liability for injury or damage including, but not limited to, bodily injury, personal injury, emotional injury, or property damage which may result from any person using the above described premises, it’s entrances and exits, and surrounding areas, for the Jackson Church Flea Market, regardless of whether such injury or damage results from the negligence of the Jackson Church (including Jackson Church’s agents, employees, and representatives) or otherwise.
2. Requestor agrees to be responsible for preparing for use and returning to the pre-use condition the specific area be used.
3. In no event will Jackson Church be liable to Requestor for any lost profits or incidental, indirect, special, or consequential damages arising out of this person’s inability to use the above described premises, even if Jackson Church has been advised of the possibility of such damages.
4. Jackson Church and Requestor agree that any disputes arising under this agreement will be resolved via a mutually acceptable alternative dispute resolution process. If Jackson Church and Requestor cannot mutually agree upon such a process, the dispute will be submitted to a three-member arbitration panel of the American Arbitration Association for final resolution.

Date: \_\_\_\_\_

Jackson Church

Requestor

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