

# HORIZON COMMUNITY CHURCH

## Facility Use Agreement

This agreement by and between Horizon Community Church  
Owner's name  
23370 SW Boones Ferry Rd ~ PO Box 2690, Tualatin, OR 97062  
Owner's business address  
("Owner"), and Tualatin Police Department  
User's name  
8650 SW Tualatin Rd Tualatin OR 97062  
User's business address  
("User"),

will take effect on the 4 day of September 2025 and will continue for a period of September 4<sup>th</sup> 2026.  
Day Month Year Time period

WHEREAS, Owner owns premises located at 23370 SW Boones Ferry Rd Tualatin OR 97062  
Address of facility use

which is normally used for school and church operations, and  
Type of use

WHEREAS, User desires to use the green room, front desk and mothers room  
Area of premises (e.g. church building)

for the purpose of Police report filing, paperwork and  
Purpose of use

WHEREAS, Owner has agreed to allow User to use the building provided that the following terms and conditions are met.

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

1. Owner agrees to let User use the above described premises for the above described purpose on

The building is available to the Police Department 24/7 everyday. Scott Olson  
Describe times and days of usage Name of Owner's contact person

is the contact person for Owner and \_\_\_\_\_ is the contact person for User to coordinate the details of usage.

Owner will also provide: \_\_\_\_\_

2. User agrees to pay Owner \$0 for the use of the premises.  
Amount

3. User is responsible to provide: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. User agrees that it will not use the premises for any unlawful purposes, and will obey all laws, rules, and regulations of all governmental authorities while using the above described facilities.

5. User promises and warrants that it carries liability insurance with a minimum liability occurrence limit of \$1,000,000. The User will provide a certificate of insurance to the Owner prior to the date upon which the User begins to use the above described premises. The certificate of insurance will indicate that User has made Owner an "additional insured" on User's policy with respect to the use by User of the above described premises.

6. Within the limits of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, User agrees to hold harmless, indemnify and defend Owner (including Owner's agents, employees, and

representatives) from any and all liability for injury or damage including, but not limited to, bodily injury, personal injury, or property damage which may result from any person using the above described premises, its entrances and exits, and surrounding areas, for User's purposes, which arise out of, or results from, the wilful or negligent acts or omissions of User, its officers, employees, volunteers or agents.

7. User agrees to be responsible for preparing for use and returning to the pre-use condition all areas of the premises which User will use, including entrances and exits.
8. Within the limits of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, User agrees to be responsible for any and all damages and/or theft of Owner's property caused by its participants, reimbursing owner for all respective repairs and replacements.
9. User agrees to conduct a visual inspection of the premises, including entrances and exits, prior to each use, and warrants that the premises will be used only if it is in a safe condition.
10. This agreement may be cancelled unilaterally by either party with 14 days written notice to the other party.
11. User agrees that it will not assign any of its rights under this agreement, and any such assignment will void this agreement at the sole option of the Owner.
12. Owner and User agree that any disputes arising under this agreement will be resolved via a mutually acceptable alternative dispute resolution process. If Owner and User cannot mutually agree upon such a process, the dispute will be submitted to a three-member arbitration panel of the Arbitration Service of Portland, Inc. for final resolution.
13. This document contains the entire agreement of the parties and supersedes all prior written or oral agreements relating to the subject matter.
14. This agreement shall be construed according to its fair meaning and as if prepared by both parties.

**Dated this** 13 **day of** October 2025.  
*day month year*

**Owner**

**User**

\_\_\_\_\_  
*Signer's Name*

\_\_\_\_\_  
*Signer's Name*

\_\_\_\_\_  
*Position with Owner (title)*

\_\_\_\_\_  
*Position with User (title)*