

FACILITIES USE & INDEMNITY AGREEMENT

AMONG

_____ (the "Organization"),
Boy Scouts of America ("BSA"), and _____ (the "Scouting Unit")

THIS FACILITIES USE & INDEMNITY AGREEMENT ("Agreement") is entered into as of _____ (date) by and among the Organization, BSA, 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, BSA, 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 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 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:

The Boy Scouts of America agrees to provide Commercial General Liability (GL) and Excess Commercial Automobile Liability (AL) to cover losses or claims asserted or sustained by any Scout, 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, 2024. BSA provides additional excess GL coverage above the primary and first excess policies. GL coverage limits are subject to change upon renewal.
- B. AL shall be written on a per occurrence basis, with a \$5,000,000 limit per occurrence as excess of the Charter Organization's primary AL insurance and any other excess insurance available from other sources; provided however, that the underlying primary AL insurance, and other excess (if any), shall be no less than \$1,000,000.
- 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 the BSA's obligation to defend, indemnify, and hold harmless the Protected Parties.
 - 6. Punitive or Exemplary Damages coverage equal to that which is provided to BSA entities.
- D. 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.

III. Trademark License:

BSA grants together to the Organization and the Scouting Unit a non-exclusive, royalty-free license to use the trademarks, logos, seals, insignia, words, phrases, and other designations, descriptive marks, and pictorial representations relating to BSA's Scouting programs (collectively the "BSA Marks") solely in connection with (i) marketing and operation of the Scouting Unit, (ii) promotion of BSA's Scouting programs in the geographic market that the Organization serves, and (iii) other purposes consistent with this Agreement. Each the Organization and the Scouting Unit agree to (a) refrain from using the BSA Marks for any commercial purpose without the express written authorization from BSA and (b) comply with such guidelines and specifications that BSA may promulgate from time to time, including, but not limited to, those set forth in the BSA Brand Guidelines and Guide to Awards and Insignia documents regarding the style, appearance, and usage of any BSA Marks.

Scouting Unit

By: _____
Signature

Name
Title: Unit Committee Chair

Organization

By: _____
Signature

Name
Title: Chair of Board of Trustees

Local Council

Council Name: _____

By: _____
Signature

Name
Title: _____

Boy Scouts of America

By: Roger C. Mosby **
Signature
Roger C. Mosby
President and Chief Executive Officer

*** BSA's endorsement of this Agreement relates solely to the Insurance provisions set forth in §II of this Agreement and to the Trademark License provisions set forth in §III of this Agreement.*

**** This is a BSA-approved form as of the month and year reflected in the bottom margin of this Agreement. Once signed by all other parties to this Agreement, and provided no more recent form agreement has been approved by BSA as of the date those signatures are applied, Mr. Mosby's pre-printed electronic signature on this Agreement will be recognized as valid and binding on BSA as of the same date with respect to the Indemnification and Insurance provisions and to the Trademark License provisions.*

**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**