

**Facility Rental Agreement
Ozark Trails Council, Boy Scouts of America**

Today's Date: _____

Organization/Individual renting property:

Name: _____

Address: _____

Phone #: _____

Email: _____

Property Rented: _____

Dates of Reservation: _____ to _____

The group (hereinafter referred to as the "Indemnitor") hereby agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Boy Scouts of America, Ozark Trails Council, its chartered affiliates, agents, servants, employees, officers and directors (hereinafter individually and collectively referred to as "Indemnitees") from all suits, claims, demands, actions, or proceedings from all liability, loss, damage, claims, demands, costs, and expenses of whatever nature, including in part, court costs and attorney fees, based upon any personal injury, act, omission, or occurrence of Indemnitor or any person or organization for whom Indemnitor may be responsible, arising out of, in connection with, resulting from, or caused by the Indemnitor's use of real or personal property belonging to Indemnitees, regardless, of whether or not caused in part by a party indemnified hereunder.

Additionally, Indemnitor agrees to limit the Indemnitees' liability to Indemnitor for any loss or damage, including, but not limited to, special and consequential damages due to any of the Indemnitees' acts, errors or omission, strict liability, breach of contract or breach of warranty; such that the total aggregate liability of the Indemnitees to the Indemnitor shall not exceed the total fees paid by the Indemnitor to Indemnitees for the use of real or personal property belonging to Indemnitees. It is agreed and understood that such amount shall be the sole and exclusive remedy to Indemnitor as a result of said liability of Indemnitees.

_____ Date: _____

Signature of Organization Representative

_____ Date: _____

Signature of Ozark Trails Council,
Boy Scouts of America Representative