

# Community Use Agreement Checklist

To draft a comprehensive community use agreement, you must think through the issues listed below. To help you list the responsibilities involved in opening the space to the community, use the notes you took when you visited the community use site. If the issue comes up during your conversations about sharing space, be sure that your community use agreement contains describes the decisions you make about it during your negotiations.

<input type="checkbox"/> <b>Statement of purpose</b>	Describes the reason(s) for entering into the Community Use Agreement.
<input type="checkbox"/> <b>Identify who will sign the Agreement</b>	Find out who has the authority to make decisions on behalf of the community use site and the city, town, or other organization that wants to share the space.
<input type="checkbox"/> <b>Define the abbreviated terms</b>	If you are going to use abbreviations in your Agreement, define all the terms at the beginning of the document so readers can easily refer to it as they continue to read.
<input type="checkbox"/> <b>Define the term of the Agreement</b>	Set a beginning and end date for the Agreement, or specify that the Agreement will renew automatically.
<input type="checkbox"/> <b>Describe the facility or space that will be shared</b>	Include the facility's address and list the equipment in the space that will be used. Include a description of the specific rooms or areas within a larger building, if applicable. Specify that the parties can add additional spaces or exclude them if both agree.
<input type="checkbox"/> <b>Describe the public access hours</b>	Set out the times that the space will be used for the expanded purpose, and specify that it is controlled by the primary user at all other times.
<input type="checkbox"/> <b>Describe the parties' obligations</b>	This section will lay out the responsibilities and expectations of everyone involved in detail. It may include many of the topics that appear below. All the parties involved in the community use initiative should walk through the community use site together before the space is opened to the community. Each party should confirm that the space is ready for use by the public.
<input type="checkbox"/> <b>Designate a representative</b>	Identify the person that can make decisions about how to carry out the Agreement and can confer with others if there is an issue to address. Describe how the representatives will communicate with one another
<input type="checkbox"/> <b>Specify how users will gain access</b>	Describe how the community users will obtain access to the space (i.e. keys or access cards).
<input type="checkbox"/> <b>Describe security procedures</b>	This includes locking the area after use as well as the necessary steps to prepare it for additional users.
<input type="checkbox"/> <b>Designate someone to inspect the space</b>	To avoid disagreements and keep the space safe, the parties will designate someone who inspects the space after each use and is responsible for notifying others of any damage and/or needed repairs.
<input type="checkbox"/> <b>Supervision</b>	Identify the person or entity who will be responsible for providing supervision for the activities that take place in the community use space.
<input type="checkbox"/> <b>Equipment and storage</b>	Specify which equipment at the community use site can be utilized by the community users. Require the community user to supply and remove all additional necessary equipment for use of the site, or designate a secure place at the site where equipment can be stored.
<input type="checkbox"/> <b>Cleaning and maintenance</b>	Describe how the space will be kept clean and safe for all users. This section can specify that additional custodial staff should be engaged to perform new tasks associated with expanded use of the space.

Excerpt from *The Massachusetts Community Use Toolkit*,  
published by the Center for Health Law and Policy Innovation at Harvard Law School.

Find the toolkit at <http://www.chlpi.org/projects-and-publications/health-library/>

<input type="checkbox"/> <b>Bathrooms, drinking water, etc.</b>	Identify whether the community users will have access to restroom facilities and drinking water. Assign someone to be responsible for maintaining restrooms.
<input type="checkbox"/> <b>Repairs</b>	Describe how the parties will be made aware of needed repairs and assign responsibility for the cost of repairs. Explain how the parties will review the potential costs of repairs and agree to pay or share expenses.
<input type="checkbox"/> <b>Disagreements and conflict resolution</b>	Describe how conflicts will be handled, including how everyone will be notified of issues or problems.
<input type="checkbox"/> <b>Operational costs</b>	Set out the costs associated with putting the Agreement into action. These can include staff costs, equipment, and expenses to improve the space for additional users. Specify whether users will be charged a fee or will be asked for voluntary contributions. If one party will collect reimbursement for expenditures associated with community use, describe the process for collecting these funds.
<input type="checkbox"/> <b>Manage risk</b>	Choose a way to manage risk. Options include assigning risk by having one party “indemnify” or hold the other harmless from liability claims for personal injury or property damage. Alternatively, have the parties assume mutual responsibility or manage risk through liability waivers or increased insurance coverage. If there is no fee for community use, specify that under the terms of the Agreement, the community use site is opening to the general public free of charge and expects to be protected from liability by the Massachusetts Recreational Use Statute.
<input type="checkbox"/> <b>Termination</b>	Describe the terms under which the Agreement can be terminated and what kind of prior notice of termination the parties must give one another.
<input type="checkbox"/> <b>Amendments</b>	Specify that amendments to the Agreement must be written and approved by everyone who signs the Agreement.
<input type="checkbox"/> <b>Include attachments</b>	Be sure to include all documents the Agreement refers to, such as other policies, insurance certificates, photos of the space, and inventory lists.