Facility Use Agreement

For use by local churches of the Greater New Jersey Annual Conference of The United Methodist Church

This agreement is made between _____ _____
Church name (Owner) *Church's complete address*
("Owner"), and _____ _____ ("User").
User's name (group or individual) *User's complete address*
This agreement takes effect on _____ and continues for _____
Month / day / year *Time period (e.g., one day, six months, ongoing)*
Owner owns the premises located at _____
Complete address of premises
which are normally used for _____ .
Type of use (e.g., worship, ministry, education)
User wishes to use the _____ area of the premises for
Area of premises (e.g., fellowship hall, parking lot)
the purpose of _____ .
Purpose of use

Owner has agreed to allow User to use the premises on the terms and conditions below.

THE OWNER AND USER AGREE AS FOLLOWS:

1. Schedule and contacts. Owner will allow User to use the premises described above, for the purpose described above, on the following days and times:

_____
Days and times of use

_____ _____
Owner's contact person and phone *User's contact person and phone*

These contact people will coordinate the details of User's use of the premises.

2. Fee. Check one:

☐ **Fee agreement.** User will pay Owner the amount below for the use of the premises.
Amount and payment terms: _____
Amount, deposit and due date

☐ **No-fee agreement.** In exchange for the use of Owner's facilities, User agrees to follow all of the terms of this agreement.

3. Lawful use. User will not use the premises for any unlawful purpose and will obey all laws, rules and regulations of governmental authorities while using the premises.

4. Mission. User will not use the premises for any purpose that is contrary to the mission, doctrine or beliefs of the Owner and The United Methodist Church.

5. Facility rules. User will follow any rules for use of the premises that are attached to this agreement.

6. Children, youth and vulnerable adults. User alone is responsible for appropriate screening and supervision to protect children, youth and vulnerable adults attending User's activities at the premises, and will follow any Safe Sanctuaries requirements the Owner provides.

7. Insurance. Check the box that applies to User:

☐ **Organizational users.** User warrants that it carries general liability insurance with a limit of at least $1,000,000 per occurrence. At least seven days before its first use of the premises, User will give Owner a certificate of insurance showing that Owner and the Greater New Jersey Annual Conference of The United Methodist Church are additional insureds on User's policy for User's use of the premises.

☐ **Individual users.** User warrants that it will obtain a signed participation agreement, provided by or acceptable to Owner, from each person taking part in the activity. For any participant who is a minor, at least one parent or legal guardian will sign.

8. Hold harmless and indemnification. User will defend, indemnify and hold harmless Owner and the Greater New Jersey Annual Conference of The United Methodist Church, including their trustees, officers, agents, employees, volunteers and representatives, from all liability for injury or damage, including but not limited to illness, exposure to an infectious or communicable disease, bodily injury, personal injury, emotional injury or property damage, that may result from any person's use of the premises, its entrances and exits, and surrounding areas for User's purposes, whether or not the injury or damage results from the negligence of Owner or the Conference (including their agents, employees and representatives) or otherwise.

9. Setup and cleanup. User is responsible for preparing all areas it uses, including entrances and exits, and for returning them to the condition they were in before use.

10. Inspection. Before each use, User will visually inspect the premises, including entrances and exits, and will use the premises only if they are in safe condition.

11. Cancellation. Either party may cancel this agreement by giving the other party 14 days' written notice.

12. Cancellation by Owner. If Owner cancels this agreement, User is entitled to the return of any deposit it has paid. Owner is not liable to User for lost profits or for any incidental, indirect, special or consequential damages arising from User's inability to use the premises, even if Owner has been advised that such damages are possible.

13. No assignment. User will not assign any of its rights under this agreement. Any assignment will void this agreement at Owner's sole option.

14. Disputes. Owner and User will resolve any dispute under this agreement through a mutually acceptable alternative dispute resolution process. If they cannot agree on a process, the dispute will be submitted to a three-member arbitration panel of the American Arbitration Association for final resolution.

15. Entire agreement. This document is the entire agreement of the parties and replaces all prior written or oral agreements about its subject.

FOR CHURCH USE

☐ Facility rules attached ☐ Certificate of insurance received ☐ Participation agreements on file

Dated this _____ day of _____ _____ .
day *month* *year*

OWNER

_____
Signature

_____
Signer's printed name

_____
Position with Owner (title)

USER

_____
Signature

_____
Signer's printed name

_____
Position with User (title)