

FACILITY USE AGREEMENT

Between

THE BOARD OF TRUSTEES OF [REDACTED] UMC (the "Grantor")

And

[REDACTED] Entity (the "Grantee")

For and inconsideration of the covenants and agreements herein contained, the Grantor does hereby license unto the Grantee and the Grantee does hereby license from the Grantor upon the terms and conditions hereafter set forth, a portion of [REDACTED] UMC located at [REDACTED]

I. Preamble

Purpose: The purpose of the license is to provide space for

*(describe use, such as **schooling** of infants, toddlers and preschool-aged children, not including full-time daycare, **and will operate** Monday and Tuesday between 9:30-2:30(school hours) 8:00-3:00 pm(staff hours) and on Wednesday and Friday between 9:30 - 12:30 (school hours) 8:00-1:00 pm (staff hours) and Thursday between 9:30-1:30 (we have "Lunch Bunch" starting in October for preschool classes) (school hours) 8:00-2:00 pm (staff hours) but will not hold classes during the month of August.*

- a. The premises shall be used only for the purposes stated unless otherwise approved by an authorized representative of the Grantor. The Grantee agrees to comply with all lawful requirements of ecclesial authorities, local, county, state, and federal health boards, police and fire departments, licensing agencies, and insurance companies as they apply to churches respecting the use of the premises and will be required to comply with these or any future required improvements.
- b. Any required permits and licenses for operation of the Grantee are the responsibility of the Grantee. A copy of such licenses are included as an attachment.
- c. There will be no mingling of finances received, bank accounts, credit or financial management between the Grantor (including groups within the church) and the Grantee. All funds will be handled through financial polices as established by each entity. The church's IRS identification (including their EIN) will **not** be used by the Grantee.

II. Terms

- a. The premises are hereby licensed for a period of [REDACTED] () months, commencing [REDACTED] and ending [REDACTED]. The license term shall be first for the initial [REDACTED] months of the term but may be terminated by either the Grantee or the Grantor with 30 days' written notice.

- b. The Grantee shall have the exclusive use of the following areas:
 - i. Sanctuary
 - ii. Rooms (list specific rooms)
 - iii. Office space (list specific rooms)
 - iv. Other areas (list specific rooms)
- c. The Grantee shall have the non-exclusive use of the following areas:
 - i. Sanctuary (list specific rooms and times)
 - ii. Rooms (list specific rooms and times)
 - iii. Office space (list specific rooms)
 - iv. Other areas (list specific rooms)
- d. The Grantee will also have exclusive use of following storage areas:
 - i. Describe storage areas
 - ii. The storage space described here is available full time, and is to be secured by the Grantee with spare keys and full access available to the Grantor.
- e. Access to other areas shall be after discussion with Grantor and with written approval.
- f. Grantee may use _____ as "shelter in place" in the event of emergency:
- g. The Grantee will be allowed the use of
 - i. custodial services:
 - ii. telephone / internet services:
 - iii. equipment
 - 1. e.g., sanctuary or fellowship hall music and A/V equipment, office equipment such as copiers
- h. The Grantor reserves the right to require the Grantee to change the hours of operation if there is a conflict with a Grantor event. When this notice is given, Grantee must relinquish the use of the space to the Grantor with no compensation.
 - i. In emergencies (e.g., a funeral) the Grantor will give notice as quickly as reasonable for events that will limit the Grantee's use. The Grantor will make every effort to give the Grantee prior notice; however, in some circumstances such notice may not be possible.
- i. Keys given to the Grantee will be the responsibility of the Grantee and may not be copied, lent, or reassigned. The Grantor has the absolute right to revoke the use of keys or change locks in the event of any safety hazard.
- j. The landlord will clear the parking of snow at its own discretion and decision.

III. Payments

- a. The Grantee agrees to pay license fee at the rate of _____ per month, due on the _____ day of the month. The first payment of license fee and security deposit is due upon the signing of this agreement. The Grantee must pay a late charge of _____ as additional license fee for each payment that is more than _____ days late. The late charge is due with the monthly license fee. The Grantee must also pay all fees and costs associated with any check that is returned by the bank,

and an additional \$25.00 processing fee. All checks should be made out to [REDACTED] and delivered to this address: [REDACTED]

- b. Security Deposit: The Grantee shall make a [REDACTED] security deposit with the Grantor that the Grantee will comply with all the terms of this license. If the Grantee complies with the terms of this License, the Grantor will return this deposit within 30 business days after the end of the License, including any extensions. The Grantor may use as much of the deposit as necessary to apply for damages resulting from the occupancy or any breach of this License. If this occurs prior to the License termination, the Grantor may demand that the Grantee replace the amount of the security deposit used by the Grantor. If the Security Deposit is not kept at the amount stated herein within 30 days, the License may be terminated.
- c. The license fee shall be reviewed on a six-month basis in the first year, and at least annually afterward. The license fee shall be increased by [REDACTED] annually.
- d. Term: Unless otherwise terminated, this license is for [REDACTED] commencing on the Effective Date and ending [REDACTED]. This license may be terminated by either party with 30 days' written notice given to the other at the following addresses:

- i. Grantor's official address for notifications:

- ii. Grantee's official address for notifications:

- e. There is no automatic renewal of this License term.

IV. The Grantee hereby covenants and agrees:

- a. To pay the license fee.
- b. Not to assign or sublet facilities allocated to the Grantee under the terms of this license without prior explicit written consent of the Grantor.
- c. Not to use the property for any purpose other than the use specified above.
- d. To turn off all lights and lock the entry door after each use, and survey bathrooms to insure all faucets have been turned off.
- e. To place all trash directly into (not beside) the dumpster daily, located [REDACTED]
- f. To not store anything upon the premises other than usual supplies and equipment used for the operation of a preschool, without obtaining explicit written consent from the trustee/manager.
- g. To repair/replace all damage to the premises caused by the use or negligence of the Grantee, its agents or guests: e.g., paint on floors, damage from attaching articles to the walls, and damage to painted walls, etc., within 10 business days of notice from the Grantor.

- h. Not to affix or suspend any signs, advertisements, or notices upon or from any part of the premises without the explicit written consent of the Grantor. Nothing shall be affixed directly to walls under any circumstances without prior permission of the facilities manager.
- i. All lighted candles must be contained in a non-flammable vessel and must be under direct adult supervision at all times.
- j. Entrance to the building will be operated by the Grantor.
- k. Not to consume or bring on the premises alcoholic beverages or illegal substances of any kind. There will be no consumption of tobacco or marijuana products (even if legal) by smoking, vaping, chewing, or other means. The United Methodist Church has long-standing support of abstinence from alcohol as a faithful witness to God's liberating and redeeming love for persons. The Social Principles of the United Methodist Church can be found in *The United Methodist Book of Discipline*, paragraphs 160-168.
- l. Not to allow animals except service animals on the premises.
- m. *(For church to church licenses)*: The congregations of the Grantor and Grantee will remain entirely independent and separate from each other in terms of religious leadership by the two pastors, administrative leadership by the governing bodies and lay leadership. A copy of the Grantee pastor's certificate of ordination is included as an attachment.
- n. To adhere to the Child Protection Policy of the United Methodist Church.
 - i. The Grantee must obtain and provide at the signing of the license and keep in full force for the benefit of the Grantor, and acceptable to the Grantor in its sole discretion, during the term of the License a Child/Youth/Vulnerable Adult protection policy in order to:
 - 1. Establish reasonable procedures to reduce the risk of physical, emotional and sexual abuse of our children, youth and vulnerable adults as they participation in activities
 - 2. Protect our children, youth and vulnerable adults
 - 3. And protect our staff and volunteers from false allegations of misconduct.
 - ii. The Grantee's policy is included as an attachment.

V. Miscellaneous

- a. All property changes or improvements undertaken by the Grantee, whether paid for by the Grantee or the Grantor will remain the property of the Grantor upon termination of the license.
- b. No alterations, additions or improvements shall be made by Grantee without express written agreement with the Grantor. No material liens, constructions liens or mortgages will be allowed by the Grantee and its hires or assigns.
- c. Grantor's staff representative shall have the right to be present in the licensed space at any time.

- d. This license must be reviewed and approved prior to effective start date by the local district of the United Methodist Church, and all changes requested by that group will become part of this agreement.
- e. Any complication or dispute that arises will first be mediated by the involved parties (including other Grantees) with hopes of a mutually agreeable solution. In the event that the parties cannot agree, the Grantor's Board of Trustees will make the final decision.
- f. Grantee hereby agrees to hold the Grantor harmless from any claim for damage or injury to persons or property of either Grantee or guest of Grantee or contractors engaged by Grantee and Grantee further agrees that the Grantor shall not be responsible for any personal items stolen or misplaced during use of the facilities.
- g. The Grantee shall maintain and provide proof of liability insurance listing the Grantor as a named insured entity with a minimum of \$2,000,000 coverage.
- h. This license contains the entire agreement between the parties and may not be modified, conveyed, or changed except by written instrument duly executed by the parties and attached hereto.
- i. If any changes are made to this policy during the term of this license agreement period, a copy of the new policy and/or changes shall be provided to Grantor for its records.
- j. Other groups having access to the building include, but are not limited to, the following:
 - i. *List groups and areas /times of use.*
 - ii. This list may be changed at any point without notification or changes to current licenses.
 - iii. Any dispute between licensees shall be mediated by the Grantor's Board of Trustees.
- k. Any notice required under this license shall be mailed or delivered in writing to the following addresses:

Grantor:

(signature, name, title, address, email)

Grantee:

(signature, name, title, address, email)

Attachments (as applicable)

- A. Hold Harmless Agreement
- B. Scouting (BSA) Addendum
- C. Required Licenses and Permits
- D. Certificate of Ordination for Grantee clergy
- E. Grantee's Child Protection Policy
- F. Certificate of Insurance (with Grantor as Named Insured)

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