

CHURCH FACILITY USE AGREEMENT

1224 Legion Way SE, Olympia WA 98501 360-943-2661 // fax 360-943-2668 facilities@fumcoly.org // www.fumcoly.org

It is the desire of the First United Methodist Church of Olympia (FIRST OLYMPIA) to make the application and scheduling process, as well as the use of the building itself, as accommodating as possible while also being responsible stewards of its facility and resources. The guidelines and procedures outlined in this document have been established in accordance with the Pacific Northwest Conference of the United Methodist Church, applicable federal, state and local rules and laws, and by the determination of the FIRST OLYMPIA Board of Trustees. The building and all property of First United Methodist Church of Olympia is dedicated to service in the name of the Lord Jesus Christ, with the determinative priority being the furtherance of its ministry and mission for congregational programming including its ministries of worship, discipleship training, congregational care and missional outreach.

Non-Profit Organizations Only

Because the church is a non-profit entity, by Washington State and IRS determination, we are only allowed to offer the use of church facilities and property to not-for-profit groups and organizations. It is *required* of each group to provide current and official documentation of its legal non-profit status. Qualifying groups or organizations may not grant permission to, or allow any for-profit or any other organization, business or individual to use church facilities as part of their meeting, event or program, or for any other purpose. The user shall not assign this agreement, or any part thereof, nor suffer any unauthorized use to the space in the building made available to the user without written consent of the church. Church facilities are not available for use by any for-profit organization or persons for business purposes whether they are charging a fee for their activity or event or not; this includes meetings for organizational, training or retreat purposes.

Rescheduling or Cancelation of Events by FIRST OLYMPIA

Facility use and reservations may require rescheduling/cancelation of organization's meeting time or place due to funerals or other unanticipated events. As much advance notice as is possible will be provided.

Applying for Regular Recurring Use

Groups applying for regular recurring use of the building, such as weekly or monthly meetings, must follow the same application process noted above. In addition, all such groups are *required* to <u>provide proof of insurance</u>. Recurring use groups realize that church programs and activities have priority of building use and accept the understanding that they may be required to alter their activity schedule and must be willing to accept alternate room assignments to accommodate the church's programs and needs.

Agreements with groups using the building on a recurring basis may be reviewed at any time with FIRST OLYMPIA reserving the right to change arrangements, requirements and fees. Building use agreements may be terminated at any time. Under usual circumstances, FIRST OLYMPIA will provide 30 days notification of any change in building use agreements. Any breach of the building use agreement by the using party may be cause for immediate termination of agreement and use.

Rental Costs

These fees cover the use of the space itself and may include additional impact costs and associated services depending on the scope of the agreement.

Insurance Requirement

The user group shall be responsible for the purchasing of, and the payment of the premium for its own insurance policies, including but not limited to, general liability, disability, fire, legal liability, professional liability, sexual misconduct, any employer provided health insurance, and worker's compensation.

At a minimum, User shall carry:

Commercial General Liability at limits of \$1,000,000 per occurrence and \$2,000,000 General Aggregate. Coverage shall respond for third party bodily injury and/or property damage caused by User. User's policy shall include an additional insured endorsement which includes, First United Methodist Church of Olympia AND Pacific Northwest Annual Conference United Methodist Church. Waiver of subrogation endorsement in favor of the First United Methodist Church of Olympia and the Pacific Northwest Annual Conference United Methodist Church. Coverage shall be primary and non-contributory to any coverage available to the First United Methodist Church of Olympia and Conference.

Insurers shall bear an AMBest Rating of A-/VII or better.

The minimum required limits may be obtained through a primary General Liability and Excess Liability policies.

Auto Liability and physical damage for any autos owned, hired, or non-owned while on the premises of the facilities, a minimum limit of \$1,000,000 per occurrence.

Sexual Misconduct liability for actions arising out of USER's operations at a minimum limit of \$1,000,000 per occurrence.

Childcare

The church does not provide childcare for groups or activities not specifically related to First United Methodist Church program. Users who wish to provide childcare must be granted permission to do so by the church. User must agree to adhere to First United Methodist Church's Safe Church Policy, provide proof of insurance, and agree to current processing (within 2 years of the event) of background checks of all childcare providers.

Limit of Liability

Users must inform the participants of their activity to keep valuables on their person and to NOT leave valuables unattended or on coat racks. FIRST OLYMPIA assumes no responsibility whatsoever for any property placed in the building or on its grounds by the user, nor for any loss, injury or damage to any person or property that may be sustained by reason of the church's use or misuse of space in the building made available to the user by the church. This limitation also applies to vehicles and their contents in the church parking lot.

Use of Church Name and Symbols

The names, marker, symbols, logos, mottoes, or indicia of First United Methodist Church of Olympia, or the United Methodist Church, shall not be used to suggest co-sponsorship or endorsement of any activity without prior written approval by the Church. The church name may be used for purposes of identifying location. User will take steps to prevent persons and organizations with which it deals from receiving the impression that the user is a part of, controlled by, or acting on behalf of the church. Example: User may state in advertising that the event is being conducted "at" the church, rather than stating or implying that it is a "church event."

Political Promotions Prohibition

Organizations or individuals using the church may not promote or advocate any political or public office candidate(s) in their activity or use of the building, including the posting of fliers or other advertisements.

Office Services

The office staff does not provide secretarial support services for users beyond FIRST OLYMPIA programming, including use of copy machines. User groups must come prepared with their own supplies such as masking tape, marking pens, easel pads, etc.

Building Access and Keys

The general practice is for an exterior access door, and doors to rooms scheduled for use to be unlocked 15 minutes prior to a scheduled activity unless other prior arrangements have been made. Exterior access doors lock 15 minutes after commencement of the activity unless different timing is previously arranged. Keys are not issued to the user groups except in special cases.

Propping Open of Doors

In accordance to Fire Code, and in the interest of maintaining security and safety, and the responsible use of the facility, exterior access doors may not be propped open at any time except for brief periods for loading and unloading, during which an individual must be stationed in immediate proximity of the door. If late arrivals are expected, or persons need to leave the building and reenter, another person should stay at the door to allow them in.

Decorations, Alterations and Signs

Users are not allowed to make alterations to the facility or grounds without prior approval, including the hanging or posting of signs. Chancel furniture shall not be moved. The use of nails, screws, adhesive or masking tape, and wall putty is prohibited. Signs and displays in hallways are to be limited to bulletin board surfaces only. Decorations, in general, should be free standing. Nothing is allowed to be attached or hung from fire sprinkler system pipes.

Rice, confetti, sand, or glitter shall not be used or thrown anywhere within the building. Any festive or decorative articles used must be cleaned up by that group and done so by the identified time of vacancy.

Food and Beverage

Any food or beverage to be served and/or consumed requires prior approval. Use of Kitchenette and Main Kitchen must be approved. The user is responsible for overall cleanup and the return of all equipment to the original condition. User will also remove, at own expense, any excessive garbage, food leftovers, and trash.

Smoke Free Environment

There is no smoking within the church building or within 25 feet of the church building on 5th Ave.

Alcohol, Drugs/Controlled Substances, Weapons and Gambling

Alcoholic beverages shall not be served or consumed within the facilities or on the property. Controlled substances or any drug not medically authorized is strictly prohibited. Possession of weapons, firearms, ammunition, fireworks, explosives and highly flammable materials are not allowed within the building or on the grounds. No forms of gambling shall be allowed.

Bicycles, Scooters, Skateboards and Skates

Bicycles are not to be brought into the church building. A bicycle rack is located outside the main entrance where bicycles may be secured. Bicycles, scooters (manual or powered) shall not be parked or left in pathways outside any entry area, under the main entry area portico, or secured to handrails. Bicycles, skateboards, skates of any kind, or scooters shall not be ridden or used inside the building.

Monitoring and Supervision of Participants

It is the responsibility of the user to maintain supervision of the premises and to assure that all participants are kept within authorized use areas. Children shall not be left unattended or allowed to wander the halls or grounds. All groups using church facilities shall abide by our *Safe Church Policy*. Custodians or church personnel are not responsible for crowd control or supervision of participants and children.

Elevator

An elevator is available for proper general use. Children are prohibited from playing with the elevator, must be accompanied by an adult when using it. In the event the elevator malfunctions, a phone is located inside with instructions for emergency use. Users shall not attempt to fix the elevator. Service charges resulting from accidental alarm activation and/or misuse of the elevator will result in forfeiture of the user's deposit and additional billing may be issued to cover fees and penalties related to the occurrence.

In case of fire or activation of the fire alarm system, the elevator will return to the main level, the doors will open to allow passengers to leave the elevator, and the fire door will then close access to the elevator.

Report Damage and Maintenance Problems

User groups shall report damages, spills, and/or maintenance problems to the church office immediately or as soon as possible (by the following business day). Users shall not attempt to repair any equipment or structure. Any damage by misuse resulting in repair cost will be billed to the user and/or result in forfeiture of deposit.

Setup and Cleanup

The user group is responsible for ALL set up requirements and cleanup unless specifically requested and arranged for in the application. User will also remove at own expense any excessive (more than what fits into provided waste baskets) materials, garbage and trash. Failure to remove such excessive items may result in forfeiture of deposit.

Vacating Procedures and Timing

Users are responsible to close room doors, shut and lock all windows, turn off all room lights, and unplug all space heaters and coffee makers. If your group is the last one out of the building, turn off hallway lights as well (certain security lights will remain on). Be sure exterior doors are shut; and if not already locked, they will lock automatically.

ANY BREACH OF BUILDING USE AGREEMENT MAY RESULT IN IMMEDIATE TERMINATION OF AGREEMENT AND BUILDING USE.

Specific Terms of Use		
	agrees to pay	per event/use.
Use will include the following ROOM(S)		
*In the case of a special event at FIRST OI temporarily.	YMPIA the ROOM REN	TER may be asked to relocate
I, the undersigned, hereby agree to the terms p	presented in this document.	
Printed Name		
Signature		
Date		