

**Maple Grove United Methodist Church
Facility Use Agreement**

PURPOSE: This Agreement gives permission to groups, organizations and individuals (“User”) not directly overseen by Maple Grove United Methodist Church (UMC) to use specified facilities owned by Maple Grove UMC. Users of the facilities with the permission of Maple Grove UMC do so with the full knowledge that losses or liabilities incurred by the User are not covered by the local church.

This Agreement is entered into between Maple Grove UMC and User

(Name) _____ (Phone number) _____

(Email address) _____

Facilities to be used: _____

Date(s): _____ Time: From _____ to _____

Purpose: _____

User agrees to submit funds in the amount of \$_____ by _____ as a below market user fee to cover the use of the facilities identified herein.

[NOTE: For a User who secures Maple Grove UMC facilities for regular or recurring events, a current Facility Use Agreement may be maintained on file, and is to be updated on the minimum of an annual basis if facility usage is ongoing.]

WHEREAS Maple Grove UMC is the owner of the buildings located at 79 Maple Grove Church Rd., Waynesville, NC 28786 AND WHEREAS the User desires to use said facilities on the terms and conditions set forth;

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good valuable consideration the parties hereto agree as follows:

1. Maple Grove UMC will make available to the User the facilities as identified herein.
2. User agrees to indemnify and hold Maple Grove UMC harmless from any and all liability, including attorney’s fees arising out of User’s use of the above premises or the building of which the facilities are a part, and the parking facilities on/or adjacent thereto.
3. The User understands that the responsibility to obtain liability and property insurance is upon the User. It is not the duty or responsibility of Maple Grove UMC to insure the User’s use of the facilities. It is recommended that the User obtain their own liability and property coverage for its use of the facilities.
4. The User shall hold harmless and indemnify the church, its Pastor, Administrative Council, Board of Trustees, and other church members from and against any claims, demands, or causes of action whatsoever, including without limitation those arising on account of any injury or death of persons or damage to property caused by, or arising out of, or resulting from, the use of the facilities.

5. The User agrees to abide by and obey all laws, ordinances, and regulations promulgated by any government unit having jurisdiction in the locale of Maple Grove UMC, and will not engage in any activities in violation of such laws, ordinances rules and regulations.
6. If any of the User's activities at Maple Grove UMC will place children or youth under age 18 into the care of persons other than their own parents/guardians, the User must ensure the prevention of child abuse and indemnify the church against any liability resulting from such action.

Cancellation Or Stoppage Of Event

The User understands that the church may cancel a calendared activity if determined that the use is incompatible with the church's mission, can cause harm to the church's reputation, or there is an unreasonable level of risk of injury to persons or property. Further, the User understands and agrees that a representative of the Church, given authority over a use of the facilities described in this Agreement, has the inherent authority to stop an event in progress if, in his or her opinion, such action is necessary in order to protect life, health, or property.

If the Church determines that a calendared event must be cancelled or stopped, the Church shall refund the money to the user.

Exception: The Church may decline to refund money due to a false statement on the application or concealment of a material fact.

IN WITNESS WHEREOF, the User and the Church have read the above and agree to its terms.

For the User

Date

For the Church

Title/Position

Date

For internal church use:

Distribution:

- Facility Use Coordinator
- Board Of Trustees Chairperson
- Treasurer
- Pastor