

FACILITIES AND PROPERTY USE AGREEMENT



_____ (the Guest) has asked to use facilities or other property of The United Methodist Church of the Resurrection (the Church). The Church agrees to accommodate Guest's request based on this Facilities and Property Use Agreement (the Agreement):

Facility/Property:	
Date/Time/Duration:	
Purpose:	
Expected Number of Participants:	
Children/Vulnerable Adults Involved	Yes / No
Additional Notes:	

I. Limitations on Use

- A.** Guest acknowledges and agrees that the use granted by Church is limited to Guest and Guest may not transfer the permission granted by this Agreement or permit use by any other person, entity, or organization.
- B.** The Church's name, symbols, or logos may not be used by Guest in advertising or publicity in any manner that states or could imply the Church's endorsement of Guest, or its mission, principles, or event, except to identify the location of Guest's event.
- C.** Guest will not use the Property in a manner inconsistent with the tenets of the Church.

- D. Guest acknowledges and agrees that its use of the facilities or property is limited to the space, equipment, and property described above (the Property). This permission does not extend to other spaces or areas not needed to access the space described. By entering into this Agreement, the Church does not assume or undertake any obligations or liabilities other than to provide Guest with access to the Property as described herein.
- E. Parking by participants may be limited to certain areas if designated below in Special Provisions.

II. Care and Use of Property

- A. Guest acknowledges its obligation to exercise care in its use of the Property and agrees to leave the Property clean and in a condition as good as prior to the use.
- B. If Guest's event or use involves children or youth, Guest will provide adequate supervision and acknowledges that the Church has no oversight responsibility. The Church's nursery and childcare facilities are not available for use by Guest.
- C. Guest understands that tables, chairs, equipment, or other property of the Church may not be moved from or taken to the room or space described above.
- D. Musical instruments belonging to the Church may not be used by Guest unless specifically noted in this Agreement.
- E. All sound, lighting, or graphics equipment must be operated by Church staff or Church approved contractors.
- F. No paint, tape, glue, or other material may be used by Guest to attach to or alter the Property and no carpentry, electrical, or other construction done during Guest's use of the Property.
- G. No open flames may be used.
- H. No animals may be brought onto Church premises except for "service animals" as defined by the regulations issued pursuant to the Americans with Disabilities Act. In those regulations, "service animals" are defined as dogs that are individually trained to do work or perform tasks for people with disabilities.
- I. No signs, posters, banners, flags, streamers, or other items may be attached to or hung within or outside the Church unless specifically noted in this Agreement. No glitter, confetti, or similar small items may be used within or outside the Church unless specifically noted in this Agreement.
- J. Food and beverages may not be brought onto Church premises except as noted in this Agreement and, if noted, food or beverages shall only be brought to and remain in the space authorized for Guest's use by this Agreement.

- K. There shall be no use or possession of alcohol, drugs, vaping devices, or any tobacco products on Church premises. Smoking may be permitted in outside areas designated by Church from time to time.
- L. No weapons, ammunition, or explosives (including fireworks) of any type may be brought onto Church premises.

III. Reimbursement of Expenses

- A. The Church will determine expenses associated with Guest's use, including, but not limited to, expenses for staffing, cleaning, sound, or technical support. For the use specified above, Guest will reimburse Church for expenses in the amount of \$_____, paid through Church's business office no later than 7 days after Guest is presented with a request for payment.
- B. The Church may also require a deposit that may be refunded upon inspection of the Property after Guest's use if no damage from the use is found. The deposit for this Agreement is \$_____.
- C. In the event of damage to any property of the Church, Guest will pay on demand the cost of repair, replacement, or restoration determined by Church's Trustees or their representatives.
- D. Payments can be completed by check mailed to the address below or by credit card by calling either of the offices below.

Mail checks to:
Church of the Resurrection
Attn: Finance Office
13720 Roe Ave.
Leawood, KS 66224

Call either office to complete a credit card payment:
Finance Office 913-232-4171
Facilities Office 913-544-0743

IV. Release and Indemnity

- A. In consideration of the Church's agreement to permit Guest to use the Property, Guest agrees that:
 - 1. The Church, its Trustees, officers, employees, members, and other representatives will not be liable for any damage or injury to person or property, of any nature, associated with or arising from Guest's use of the Property. Guest, for itself and any person associated with Guest's presence on the Property, and its and their respective heirs, successors, and assigns, forever releases and discharges Church, its Trustees, officers, employees, members, and other representatives, from any claim, demand, or action arising from or related to Guest's use of the

Property. Guest further releases Church from any claim or demand that may be made against Church arising out of or relating to the mere existence of this Agreement.

2. Guest releases and will forever indemnify and hold harmless, the Church, its Trustees, officers, employees, members, and other representatives from and against any and all claims, liabilities, losses, damages, actions, costs and expenses (including, without limitation, reasonable attorney fees and associated legal expenses) directly or indirectly arising out of or relating to (a) acts or failures to act by any person associated with Guest's presence at or use of any Church space, equipment, or property wherever located, or (b) the existence of this Agreement.

B. Church shall not be responsible for loss of or damage to any of Guest's property used on Church premises. Any property left by Guest on Church premises following use will be held for a period of seven days, after which it will be deemed abandoned and subject to disposal in the Church's discretion.

C. Guest will promptly notify Church staff of any incident, accident, or event causing damage or injury to person or property that relates to Guest's use of or access to Church Property. Guest is expected to report such information to the Church on the date the incident occurs and will be responsible for any cost or damage caused by a delay in reporting.

V. Liability and Personal Injury Insurance

When submitting a request for approval, Guest is required to provide Church with evidence of comprehensive general liability insurance coverage sufficient to meet its indemnification obligations and with a combined single limit of not less than \$1,000,000 per incident and \$2,000,000 in the aggregate. If requested by Church, Guest will provide evidence that the Church, its Trustees, officers, employees, members, and other representatives have been named as additional insureds under that insurance policy. Any exception to these insurance requirements must be approved by Church in advance of Guest's initial use of the Property.

VI. Unauthorized Equipment Use

If Guest desires to use its own audio-visual, electric, or electronic equipment or appliance on Church premises, the items must be specifically noted in this Agreement and will be authorized for use only after Church staff has reviewed and approved the request.

VII. Compliance with Laws

Guest is responsible for and will comply with all federal, state, and local laws, ordinances, and regulations applicable to its use of the Property.

VIII. Compliance with Policies

Guest acknowledges the Church's Facilities and Property Use Policy and the Church's Alcohol Usage Policy; Weapons Policy; Reporting Suspected Violation of Policies, Law, and Ethical Standards; and Safety of Children and Vulnerable Adults Policy, copies of which may be viewed at <https://cor.org/leawood/operations/church-policies>. Guest agrees to comply with the applicable provisions of each such policy.

IX. Safety of Children and Vulnerable Adults

If Guest will use Church property to serve or work with anyone under the age of 18 or those 18 and over who are or may be unable to care for themselves or protect themselves against significant harm or exploitation due to mental or other disability, age, or illness, Guest will provide evidence of safety training and certification appropriate to its activities at the Church as a condition of this Agreement. If each such child or vulnerable adult is supervised by their own parent or guardian, no such certification will be required.

X. Termination

Either Guest or the Church may immediately terminate this Agreement at any time, and for any reason, upon providing written notice to the other party at which time Guest's authorization to use the Property also terminates. Guest agrees to pay the reasonable costs and expenses the Church expended or committed in support of this Agreement prior to any such termination. Guest's obligations and agreements under **Sections IV** and **V** of this Agreement survive termination.

XI. Guest Information

Organization Name:
Address:
Contact:
Phone:
Email:

Special Provisions

GUEST

By: _____

Printed Name

Title

Date

CHURCH

BY: _____

Printed Name

Title

Date