

ST. MATTHEW'S UNITED METHODIST CHURCH

BUILDING USE APPLICATION FOR A NON CHURCH ACTIVITY

This St. Matthew's UMC Building Use Agreement ("Agreement"), dated _____, is by and between the St. Matthew's UMC, located at 8617 Little River Trnpg, Annandale, Virginia ("Church"), and _____ ("User"). The Parties agree as follows:

1. **TERM & TERMINATION.** The Agreement will begin on _____ and will continue until terminated by either party.
 - a. **DATE OF ACTIVITY:** _____ **Recurring: Y or N until _____ (Date).**
 - b. **TERMINATION WITHOUT CAUSE.** The Agreement may be terminated by either party for any reason upon thirty (30) days advance written notice.
 - c. **TERMINATION FOR CAUSE.** The Agreement may be terminated by Church, effective immediately, in the event that User breaches a material term of this Agreement.

2. **SPACE.** User may utilize the spaces listed in Exhibit A (the "Space") for the purpose of _____ . Use of the Church facility is strictly limited to Space on the days and times indicated in Exhibit A. The Church reserves the right, in its sole discretion, to cancel or reschedule User's events and activities if the Church requires the Space for a Church-sponsored event. With the exception of the Church restrooms, the User shall not utilize any area of the Church building except as expressly described in Exhibit A.

3. **FEES.** The User will contribute \$_____ for use of the Space per [week][month][event].
 - a. Contributions are due by [the] ____ [day of each][week][month]. Checks shall be made payable to "St. Matthew's UMC" with the name of the User printed clearly on the memo line of the check.
 - b. In the event that the User does not make the contribution by [the] ____ [day of the] [week][month], the User will be charged a late fee of \$_____ for each day that payment is late.
 - c. The User will be charged a fee of \$_____ for each check that is returned to the Church for insufficient funds.
 - d. The Church may change the suggested facility contributions at any time during the term of the Agreement upon ninety (90) days advance written notice.

4. **COMPLIANCE WITH ST. MATTHEW'S UMC CHURCH BUILDING USE POLICY.** The User agrees to comply with the St. Matthew's UMC Building Use Grounds and Equipment Policy, as such policy may be altered or amended from time to time. The User understands and agrees that failure to comply with the St. Matthew's United Methodist Church Building, Grounds and Equipment Use Policy could result in immediate termination of this Agreement, in the Church's sole discretion.

NOTE: Alcoholic beverages, drugs, gambling or the use of non-Christian like videotapes or movies are prohibited on Church property.

5. **HOLD HARMLESS.** The User understands and agrees that neither the Church, nor its trustees, representatives, employees, and agents may be held liable in any way for an occurrence in connection with User's occupation of the Space which may result in injury, harm, or other damages to the User or members of the User's organization and guests, whether invited or not. The User agrees that the User alone shall be solely responsible for any property damage, personal injury or death that may occur during the User's occupation of the Space.

The User agrees to release the Church and its trustees, employees, agents, and representatives from any claim for damages, injury or death which may occur while the User occupies the Space. The User agrees to hold harmless The Church, its trustees, employees, agents, or representatives from any claim arising out of the User's occupation of the Space.

6. _____ Initial if a Church key has been given to the applicant. They have read and signed "Key Holder Agreement" (Annex C), provided a \$50 refundable fee for the key, and agree to return the key to the church office the next business day after the building use. They further agree not to make copies of the church key for any purpose.

7. **LIABILITY INSURANCE.** The User shall maintain a policy of general liability insurance in the amount of one million (\$1 Million) per occurrence/ two million (\$2 Million) aggregate and shall list the Church as an additional insured under said policy. On an annual basis, the User shall provide the Church with proof that adequate insurance is in force. The User will immediately notify the Church in writing in the event that User's liability insurance policy is altered or terminated for any reason. The User's failure to maintain adequate liability insurance shall be grounds for immediate termination of this Agreement.
8. **NOTICE.** Notice under this Agreement will not be deemed valid unless sent in writing to the following addresses:

<p><u>CHURCH</u> St. Matthew's UMC c/o Board of Trustees 8617 Little River Turnpike Annandale, VA 22003</p>	<p style="text-align: center;"><u>USER</u></p>
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9. **COMPLIANCE WITH APPLICABLE LAW.** The Church and User agree to comply with all laws, ordinances, requirements, and regulations of Federal, state, county, municipal and other authorities.
10. **GOVERNING LAW.** This Agreement will be construed in accordance with the laws of the Commonwealth of Virginia.
11. **SEVERABILITY.** If any portion of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.
12. **WAIVER.** The failure of either party to enforce any provisions of this Agreement will not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every portion of this Agreement.

SIGNED:
ST. MATTHEW'S UNITED METHODIST CHURCH

[USER NAME]

 (Signature)

 (Signature)

 (Print Name)

 (Print Name)

 (Title)

 (Title)

 (Date)

 (Date)

EXHIBIT A

1. **TIME PERIOD TO ACCESS THE SPACE.** The User will have access to the Space during the following times: _____. The User will not utilize the Space outside of these days/times, including for event set-up/tear-down purposes, unless prior permission is obtained from the Church. In the event that the User is found to be in possession of the Space outside of the designated times, the Church reserves the right to charge the User a reasonable hourly rate for additional use of the Space.

- a. Number of Children: _____
- b. Chaperones:

NAME: _____	PHONE: _____

2. **EXPECTED ATTENDANCE.** The User expects between ____ and ____ people to attend the User event(s). The Church reserves the right, in its discretion, to charge the User an additional fee in the event that the number of participants exceeds this expected number.

3. **SPACE LOCATION.** As used in this Agreement, the term "Space" shall include the following:

- ____ Social Hall
- ____ Social Hall Kitchen (includes use of refrigerator, freezer, sink, and stove)
- ____ Church Parlor
- ____ Library
- ____ Church Nursery (includes toddler room)
- ____ Sanctuary
- ____ Chapel
- ____ Classroom(s): _____
- ____ Outdoor Space(s): _____
- Other: _____

4. **USE OF THE CHURCH EQUIPMENT & SUPPLIES.** The User is authorized to use the following Church equipment/supplies in connection with use of the Space:

5. **STORAGE.** The Church has very limited storage space. Accordingly, the User is prohibited from storing any property at the Church unless permission is expressly granted below. The Church reserves the right to dispose of any property that the User stores in the Church building without prior permission from the Church.

- ____ The User is not permitted to store any supplies or materials in the Church.
- ____ The User has permission to store the following supplies and materials in the Church in the following location(s): _____

6. **OTHER TERMS AND CONDITIONS.** The following additional terms and conditions shall apply to this Building Use Agreement:

_____.