

Ellensburg First United Methodist Church
Facilities Use Agreement (10/16/24 update)
(Complete Entire Form)

Today's Date: _____

Date & Time of Event: _____

Event Name: _____

Organization Name: _____

Purpose of Organization: _____

Address: _____ City _____

State: _____ Zip _____

Day Phone: _____ Fax: _____

Email: _____

Non-profit Status: _____ Federal ID No.: _____

(please attach IRS determination letter)

USER MUST PRESENT PROOF OF INSURANCE AS AN ATTACHMENT TO THIS FORM

| | |
|---|---|
| Primary Contact Person: | Secondary Contact Person: |
| Address: | Address: |
| Telephone: | Telephone: |
| Email: | Email: |
| Church Member: Yes <input type="checkbox"/> No <input type="checkbox"/> | Church Member: Yes <input type="checkbox"/> No <input type="checkbox"/> |

Event Description: _____

Date(s) of Event: _____

Time of Event From: _____ To: _____ (no later than 10pm)

- **Times should include set-up time prior to the event and clean-up after the event.**
- **Your deposit is forfeit if your event is not done & cleaned up by the contractually agreed upon time.**
- **Changing of time and date cannot be altered less than a week ahead of time**

Will the event be recurring, please circle:

One Time Only

Weekly

Monthly

Multiple days

If reoccurring, specify day(s) of the week and dates: Monday Tuesday Wednesday

Thursday Friday Saturday Sunday Weekly Quarterly

Other _____

Anticipated number of participants: _____

Will a participant fee be charged or tickets sold? Yes No

Will food or drink be served? Yes No (Alcohol cannot be served.)

SEE FEE SCHEDULE WORKSHEET FOR RENTAL SPACE AND AMENITIES NEEDS

Detail of your Audio/Visual needs: _____

Detailed Table and Chair Setup Instructions: _____

Special Needs or Requests: _____

FEE SCHEDULE WORKSHEET

*Refundable Deposit required:\$100.00 (Damage/Security/Additional Cleaning Deposit).

Due at Time of Reservation.

*Your deposit is forfeited if the space is not evacuated & cleaned by the contractually agreed upon time.

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SPACE RENTAL

***Events will end no later than 9:30 pm**

| <u>SPACE</u> | <u>NON-PROFIT</u> | <u>PRIVATE</u> | <u>FOR-PROFIT</u> | <u>REQUEST</u> | <u>TOTAL</u> |
|---------------------------------|--|---|---|----------------|--------------|
| Kitchen | \$25 half-day \$50 full-day \$10/hr after 8 hrs | \$25 half-day \$50 full-day \$10/hr after 8 hrs | \$50 half-day \$100 full-day \$10/hr after 8 hrs | | |
| Sanctuary | \$100 \$10/hr after 8 hrs | \$100 \$10/hr after 8 hrs | \$200 \$10/hr after 8 hrs | | |
| Classroom (Annex) | \$25 half-day \$50 full-day \$10/hr after 8 hrs | \$25 half-day \$50 full-day \$10/hr after 8 hrs | \$37.50 half-day \$75 full-day 10/hr after 8 hrs | | |
| Classroom (Basement) | \$25 half-day \$50 full-day \$10/hr after 8 hrs | \$25 half-day \$50 full-day \$10/hr after 8 hrs | \$37.50 half-day \$75 full-day \$10/hr after 8 hrs | | |
| Fellowship Hall | \$45 half-day \$75 full-day \$10/hr after 8 hrs | \$60 half-day \$100 full-day \$10/hr after 8 hrs | \$120 half-day \$200 full-day \$10/hr after 8 hrs | | |
| Fireplace Room | \$30 | \$40 | \$50 | | |
| SPACE FEES SUBTOTAL | | | | | |

***Half-day defined as up to 4 hours; Full-day is 4-8 hours**

***Facility use over 8 hours is subject to additional fees**

AMENITIES REQUESTS

| <u>AMENITIES</u> | <u>NON-PROFIT</u> | <u>PRIVATE</u> | <u>FOR-PROFIT</u> | <u>REQUEST</u> | <u>TOTAL</u> |
|---|---|---|--|----------------|--------------|
| Projector | \$10/day | \$10/day | \$15/day | | |
| Laptop Computer | \$10/day | \$10/day | \$15/day | | |
| Wired Microphone (4 available) (x # Needed _____) | \$10/each | \$10/each | \$15/each | | |
| Wireless Body Microphone | \$10 | \$10 | \$15 | | |
| Sound Mixer | \$10 | \$10 | \$15 | | |
| Tech Operator | \$30/hr. | \$30/hr. | \$50/hr. | | |
| Grand Piano | \$100/day | \$100/day | \$150/day | | |
| Convection Oven | \$20/day | \$20/day | \$30/day | | |
| Gas Stove Top | \$10/day | \$10/day | \$15/day | | |
| Dishwasher | \$10/day | \$10/day | \$15/day | | |
| Tables (x # Needed _____) | You Set: No Charge We Set: \$5/table | You Set: No Charge We Set: \$5/table | You Set: No Charge We Set: \$10/table | | |
| Chairs (x # Needed _____) | You Set: No Charge We Set: \$1/chair | You Set: No Charge We Set: \$1/chair | You Set: No Charge We Set: \$2/chair | | |
| DEPOSIT DUE AT TIME OF RESERVATION | | | | | \$100 |
| AMENITIES FEE SUBTOTAL | | | | | \$ |
| SPACE RENTAL FEE SUBTOTAL | | | | | \$ |
| FEE DUE DATE-_____ TOTAL AMENITY AND SPACE CHARGES | | | | | \$ |

*** Remainder of fees due must be paid in full 2 weeks before the event date. If not paid in full by date as shown above, all deposits and fees may be forfeited, and event may be cancelled.**

FACILITIES USE AGREEMENT BETWEEN ELLENSBURG UNITED METHODIST CHURCH AND _____.

This Agreement is made and entered into by and between the First United Methodist Church of Ellensburg, Washington, hereinafter known as CHURCH and _____, of _____, Washington hereinafter known as USER.

NOW THEREFORE, in consideration of the covenants hereinafter contained, the parties agree as follows:

ARTICLE I

TERM The agreement shall continue for the times indicated in the form above.

ARTICLE II

SMOKING POLICY. The smoking of cigarettes or tobacco in any other form will be prohibited in the building. Smoking outside the facility must be at least 25 feet away from any public entrance.

ARTICLE III

INSURANCE The USER 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, [local church] name, Pacific Northwest Annual Conference United Methodist Church, and their respective directors, officers, trustees, and employees as additional insureds. Waiver of subrogation endorsement in favor of the [local church] and the Pacific Northwest Annual Conference United Methodist Church. Coverage shall be primary and non-contributory to any coverage available to the [local church] 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.

General Requirements:

Children and Youth will be supervised at all times by appropriate authorities of the User.

ARTICLE IV

INDEMNITY OF CHURCH BY THE USER.

User shall indemnify, save harmless and, at UMC's option, defend UMC, UMC's management agent, and directors, trustees, and officers, if any, and their respective principals, officers, agents, servants, employees, and contractors from and against all claims, actions, damages, liability and expense, including without limitation reasonable attorneys' fees, costs, and expenses incurred by UMC in connection with any loss of life, personal injury or damage to property or business arising out of or in any way connected with the Premises or User's operations, the condition, use, maintenance, repair or occupancy of the Premises, or in any way arising out of the activities in the Premises, Common Areas, or other portions of the Church, of the User or its sublessees or their respective agents, employees, servants, invitees or contractors.

USER SPECIFICALLY AND EXPRESSLY WAIVES ANY IMMUNITY THAT MAY BE GRANTED IT UNDER THE WASHINGTON STATE INDUSTRIAL ACT, TITLE 51 RCW OR SIMILAR LAW. FURTHER THE INDEMNIFICATION OBLIGATION UNDER THIS CONTRACT SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE TO OR FOR ANY THIRD PARTY UNDER WORKERS' COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEE BENEFIT ACTS; PROVIDED USER'S WAIVER OF IMMUNITY BY THE PROVISIONS OF THIS PARAGRAPH EXTENDS ONLY TO CLAIMS AGAINST USER BY UMC AND CONFERENCE, AND DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY USER'S EMPLOYEES/VOLUNTEERS DIRECTLY AGAINST USER.

The insurance requirements contained herein shall not in any manner be deemed to limit or qualify the liabilities or obligations assumed by User.

ARTICLE V

EXCULPATORY CLAUSE. CHURCH assumes no responsibility whatsoever for any property placed in the building by the USER, and CHURCH is hereby expressly released and discharged from any and all liabilities 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 CHURCH, as herein provided.

ARTICLE VI

CONDITIONS OF PREMISES. The USER has examined the space in the building to be used by the USER, as herein provided, and is satisfied with the condition thereof. The commencement of use of such space by the USER shall be conclusive evidence against the USER that such space was in good order and satisfactory condition when the USER commenced use thereof hereunder. At the termination of this Agreement by lapse of time or otherwise, the USER shall return such space and all equipment and fixtures therein in as good condition as when the USER commenced use thereof, ordinary wear and tear excepted, failing which USER may restore such space, equipment, and fixtures to such condition and the USER shall pay all associated costs upon contract termination.

ARTICLE VII

UNLAWFUL USE. The USER shall comply with all laws of the United States, the State of Washington, and all ordinances, rules or requirements of the City of Ellensburg, and shall not do or suffer to be done anything on the premises of CHURCH's building or parking lot during the term of this Agreement in violation thereof. If a violation exists, the USER shall immediately cease and desist from and correct such violation. Failure of the USER to cease and desist such activity shall be grounds for immediate termination of this agreement and does not relieve the USER of its obligations to indemnify USER pursuant to this agreement.

ARTICLE VIII

ASSIGNMENT. The USER shall not assign this Agreement, or any part thereof, nor suffer any unauthorized use of the space in the building made available to the USER hereunder, without the written consent of CHURCH.

ARTICLE IX

For Church Office Use Only

Proof of Insurance received? Yes No (If required) Notes _____

Non-Profit IRS determination letter? Yes No (If required) Notes _____

Agreed Upon Fees:

Damage/Security/Additional Cleaning Deposit Due at time of reservation (\$100) (If required)

Security Deposit Paid: Yes No Note _____

IF RETURNED REQUESTED- Contact information-

Facility and Amenities Fees \$ _____

Fees due by: _____

Office Administrator: _____

IN WITNESS WHEREOF, the parties hereto have caused these Terms of Agreement to be executed by their duly authorized representatives.

ELLENSBURG UNITED METHODIST CHURCH

By _____

Building Use Coordinator or Chair of the Trustees

_____ **Date**

USER/(Name of Organization)

By _____

Authorized Signee of the Organization

_____ **Date**

FOR CHURCH SCHEDULING USE ONLY:

Person Unlocking: _____ Phone: _____

Confirmed Date: _____ Confirmed By: _____

Person Locking: _____ Phone: _____

Confirmed Date: _____ Confirmed By: _____

Sanctuary Tech: _____ Phone: _____

Confirmed Date: _____ Confirmed By: _____

Kitchen Tech: _____ Phone: _____

Confirmed Date: _____ Confirmed By: _____

(A copy of this contract should be sent to each person listed above)