



# Midway Church FACILITY USAGE AGREEMENT

Date of Last Revision: 4/12/2023

Date Implemented: 2/12/2023

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MUMC and its facilities are available to serve its congregation and the greater community. The individuals and organizations using the facilities are responsible to leave the facility as found so we all can continue to enjoy them for years to come. This agreement is entered into by and between \_\_\_\_\_ (Promisor) and Midway United Methodist Church (MUMC) on this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_, in Barrow County, Georgia.

The Promisor will abide by the procedures, rules, and information pertinent to the use of rented facilities as set forth in the following Facilities Usage Policy.

This agreement is to cover the usage of the following space(s):

On the following date(s) and times(s):

Agreed upon Usage Fees:

Promisor's designated contact person:

*(this person shall insure adherence to items contained within these guidelines)*

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Alternate Phone: \_\_\_\_\_

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## **Regulations pertaining to the use of MUMC facilities:**

1. Cancellation or change of date will result in forfeiture of deposit.
2. Promisor agrees to follow MUMC's Safe Sanctuary Policy. Including:
  - a. Children and youth in attendance shall be under adult supervision at all times.
  - b. Children and youth may not be left alone with only one adult unless said adult is the parent of all children and youth present. There must be two adults, other than husband and wife, present with children and youth unless said adults are parents of all children and youth present.
3. Promisor is responsible for supervision of attendees and for maintaining proper decorum of attendees.
4. Promisor is responsible for ensuring that attendees remain with the group at all times and use only those facilities reserved.
5. Nursery and Playground facilities are not to be used unless properly reserved. Under no circumstances shall children or youth be allowed in the nursery or on the playgrounds without proper adult supervision.
6. Running in the hallways is not permitted. Running and playing in stairwells is not permitted.
7. All buildings on MUMC properties are smoke-free and tobacco-free.
8. No alcoholic consumption or controlled substances will be permitted anywhere on MUMC properties.
9. Use of profane, vulgar, or indecent language, music, or inappropriate themes or symbols is prohibited.
10. Equipment, tables, chairs, or other church property are not to be removed from the church premises.
11. All facilities shall be returned to their original condition. This includes:
  - a. Vacuuming and cleaning as necessary.
  - b. All consumables (i.e., paper, cups, etc.) used by the group shall be placed in proper waste containers. All trash cans must be emptied and placed in outside trash bins.
  - c. All tables and chairs shall be returned to their original location or put on rolling racks for storage.
  - d. Failure to return facilities to their original condition shall result in additional fees being assessed and/or use privileges being revoked.
12. Documents, posters, drawings or other visual tools shall not be mounted, hung, taped, or tacked to any wall surfaces, doors, or furniture within the interior or exterior of any MUMC building. Tack strips and wipe-off boards are available in most rooms for this purpose.
13. Temporary signage is permitted outside of MUMC buildings but must be removed immediately following the event.
14. The person signing below is responsible for breakage, loss or misuse of equipment or facilities; is responsible for payment of all fees, and will see that the facilities are returned to the condition in which they were found.
15. Damage Agreement: It is understood that financial responsibility for any damage to buildings or facilities resulting from Promisor's use of MUMC facilities rests with Promisor and Promisor's

attendees. Promisor shall use diligent care to prevent such damage. Promisor's use includes use by guests, caterers, and others used or employed as contemplated by the agreement.

16. Hold Harmless Agreement: The Promisor will indemnify and hold harmless MUMC from any and all claims, actions, and judgements, including all costs of defense and attorney's fees incurred in defending against same, arising from and related to Promisor's use and rental of the facilities listed above. Promisor's acts include acts of guests, caterers, and others used or employed as contemplated by the agreement.
  17. Keys issued from the office should be returned promptly. No duplications are to be made. Lost and unreturned keys will result in re-keying of locks and the full expense shall be paid by the promisor.
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### **Cost pertaining to the use of MUMC facilities:**

- Ministries of Midway Church may use church facilities without cost.
  - However, each ministry is responsible for set-up, tear-down, and cleaning.
- All funerals officiated by MUMC Pastor may use church facilities without cost.
- Facility usage cost for non-church ministries:
  - \$50 Deposit (refundable) due before usage will be added to the Churchwide calendar.
    - Deposit will be refunded within one week following usage IF:
      - Facilities used are left clean and in the condition which they were received.
        - This includes stacking all tables and chairs.
  - Usage fee of \$25 per hour due at time of booking.
    - This includes usage of Midway tables and chairs.
      - Tables and chairs must be requested at time of booking.
      - Tables and chairs will not be set-up. They will be left out for users to set-up as needed.
    - Linens are available for rental. \$5 per linen.
      - Linens do not need to be cleaned.
      - If linen is irreparably damaged, group will be charged for replacement.
    - Usage fee is refundable if booking is canceled one-week prior to date of usage.
  - Non-Profit Organizations may request a fee waiver.
    - The Lead Pastor may waive fee for organizations that meet missional/community partnership criteria and are requesting a one-time use (up to five days in sequence) of Midway facilities.
    - The Leadership Board may waive fees for organizations that meet missional/community partnership criteria and are requesting facility usage on an on-going basis.
    - A deposit of \$50 is due even if the fee is waived.

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MUMC shall be entitled, in its reasonable discretion, to settle claims prior to suit or judgment, and in the event, Promisor shall indemnify and hold harmless MUMC for any such claims paid, including MUMC’s reasonable attorney’s fees incurred resulting from such a claim.

If a claim or suit is brought forth against MUMC within the scope of this agreement, Promisor agrees that it shall pay for legal counsel chosen by MUMC to defend against the same.

This agreement shall encompass any and all claims resulting from the use of this facility by the Promisor, its guests, caterer, related others on the date and times set forth above.

If either party files suit in a court of law to interpret or to enforce the terms of this Agreement, the party prevailing in such action shall be entitled, in addition to any legal fees incurred in defending against any third-party claim, to its reasonable legal fees and costs incurred in such action to interpret or to enforce the terms of this Agreement.

If deemed necessary by a MUMC representative, Promisor shall provide proof that it carries liability insurance with a minimum liability occurrence limit of \$1,000,000. The Promisor will provide a certificate of insurance (COI) to MUMC at least 14 days prior to the date upon which the Promisor begins to use the above-described facilities. The COI will indicate that Promisor has made MUMC an “additional insured” on Promisor’s policy with respect to the use by Promisor of the above-described premises. The COI must be sent directly from the insurance company to MUMC via email: [office@midwayauburn.org](mailto:office@midwayauburn.org).

This Agreement shall be interpreted under the laws of the state of Georgia, County of Barrow.

**ACCEPTED AND AGREED** on the above-mentioned date by:

**Midway United Methodist Church**

**“Promisor”**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title