

Hayes Barton UMC
Facility Use Agreement for Outside Directed Activities



This **Agreement** is made this _____ day of _____ by and between Hayes Barton United Methodist Church, located at 2209 Fairview Road, Raleigh, North Carolina 27608 ("Hayes Barton UMC"), and _____, located at _____ ("**User**").

1. Purpose Outside-directed activities will be governed by this Agreement, provided by Hayes Barton UMC and signed by a responsible leader within the outside organization, who shall be designated as the User.
2. Scope The document covers all User activities on church property.
 - a. A church member or staff member's participation in an outside-directed activity or membership in the outside organization conducting that activity does not exempt them from the requirement for a signed Agreement.
 - b. For weddings and receptions, the contracts in the Wedding and Reception Handbooks serve as the applicable Facility Use Agreements in place of this document.
 - c. The use of church-owned, leased, or rented vehicles is not authorized under the Agreement.
3. Excluded Activities Any activity conducted within church facilities must not:
 - a. Conflict directly or in appearance with the church mission of offering Christ, Community, and Compassion.
 - b. Require staff to perform functions outside their job descriptions or put their health or safety at risk.
 - c. Jeopardize the health and safety of anyone in the facility.
 - d. Put the health and safety of neighbors or the general public on adjacent properties, sidewalks, or roads in jeopardy.
 - e. Inflict damage or excessive wear on church property.
 - f. Result in the need for extraordinary clean-up or restoration effort.
 - g. Violate applicable local and state laws, including traffic ordinances and fire codes.
 - h. Involve the possession or consumption of alcoholic beverages or illegal drugs.
 - i. Involve the use of tobacco, tobacco products, or vaping.
 - j. Involve activities not approved in advance by the Board of Trustees.
4. Conditions The following conditions will apply:
 - a. User acknowledges that Hayes Barton UMC has not become a partner of the User in the conduct of its activities or otherwise.
 - b. Hayes Barton UMC shall not be liable for any loss or damage resulting from any cause to property owned or controlled by the User that was placed by the User in church buildings or on church grounds.
 - c. User agrees to indemnify, defend and hold harmless Hayes Barton UMC and any people or entities in any way connected with Hayes Barton UMC from and against all claims, actions including lawsuits, proceedings or liabilities (including reasonable attorneys' fees and expenses)

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for damages arising out of or resulting from or in any manner connected with User's activities at the facilities of Hayes Barton UMC.

- d. User agrees to comply with all provisions of the Hayes Barton UMC Safer Sanctuaries policy if anyone under the age of 18 attends or participates in their activities.
- e. This Agreement supersedes all prior Agreements and understandings, oral or written, between Hayes Barton UMC and the User regarding facility use.
- f. No attempt to waive or modify any provision of this Agreement shall be binding upon Hayes Barton UMC unless it is in writing and signed by Hayes Barton UMC.
- g. Hayes Barton UMC reserves the right to terminate this Agreement upon written or immediate notice to the User.
- h. User may not assign or transfer this Agreement to any person or entity.
- i. User agrees to abide by such rules and policies as shall be established or amended from time to time by Hayes Barton UMC for the use of its facilities.

5. Scheduling

- a. The user is responsible for scheduling the rooms, times, and dates with Hayes Barton UMC according to established administrative procedures.
- b. Hayes Barton UMC reserves the right to reschedule rooms, times, and dates with as much notice as possible to the User.
- c. This Agreement is effective for a period of either one (1) year from the final signature date or until the specified ending date of the activity.
- d. This Agreement must be completed and signed by both parties before any activities may take place.

6. Addendum Completion: The attached User Information, Insurance, and User Fee Addendums, along with the Gymnasium addendum, if applicable, must be completed to fully execute this Agreement.

Signatures for Facility Use Agreement for Outside-Directed Activities

HAYES BARTON UMC:

Date: _____ By: _____

Printed Name: _____

Title: _____

USER:

Date: _____ By: _____

Printed Name: _____

Title: _____

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User Information Addendum (required)

Name of Organization: _____

Person in Charge of Activity: _____

Business Phone / Alternate Phone: _____

Mailing Address: _____

Street or Box

City

State

Zip Room

Requested (check applicable): ☐ Fellowship Hall ☐ Holroyd Hall /Gymnasium

Expected # of Participants: _____ Age Range (years): _____ to _____

Purpose of Use: _____

Any special requirements? _____

Church member contact person: _____

Request date: _____ / _____ / _____

One Time Use:

Date: _____ / _____ / _____ Start Time: _____ am / pm End Time _____ am / pm

Recurring Use:

Beginning Date: _____ / _____ / _____ Ending Date: _____ / _____ / _____

Start Time: _____ am/pm End Time _____ am / pm

Day of Use: ☐ Sun ☐ Mon ☐ Tue ☐ Wed ☐ Thu ☐ Fri ☐ Sat

Week per month: ☐ 1st ☐ 2nd ☐ 3rd ☐ 4th

Insurance Addendum (required)

User shall fully insure itself, its officers, directors, employees, volunteers, and agents with the following coverage forms, limits, and policy endorsements: Comprehensive General Liability insurance with a combined single limit coverage for its use and occupancy of premises and its operations. The policy shall be endorsed to:

1. Name Hayes Barton United Methodist Church, 2209 Fairview Road, Raleigh, North Carolina 27608, as an additional insured.
2. Provide that the policy is primary insurance to any other insurance available to the additional insureds with respect to claims arising out of the Agreement, and that the insurance applies separately to each insured against whom a claim is made, or a suit is brought.

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3. Provide Hayes Barton UMC with at least 30 days' written advance notice of cancellation, nonrenewal, coverage reduction, or carrier change.
4. Provide Hayes Barton UMC with a certificate of insurance that evidences all coverages, dates of coverage, and endorsements set forth above, no later than 15 days prior to the first date of use.
5. Hayes Barton UMC may waive the naming as an additional insured upon presentation of alternate acceptable evidence of adequate insurance coverage. If naming Hayes Barton UMC as an additional insured is waived, Hayes Barton signatory to sign below:

HAYES BARTON UMC:

By: _____ Date: _____

Printed Name: _____ Title: _____

User Fees Addendum (required)

- ☐ User agrees to pay Hayes Barton UMC the following usage fee per day/hour, which is due in full prior to the scheduled day of the activity: \$ _____ per ____.
- ☐ Hayes Barton UMC agrees to waive all user fees for this User.

Gymnasium Addendum (if applicable)

User agrees to the following conditions when using Holroyd Hall as a gymnasium or for any other activity that requires the removal of the protective floor mats.

1. All participants must wear athletic shoes and observe the posted gym schedule and rules.
2. No open drinks, food, or chewing gum are allowed inside the gym.
3. Profanity, fighting, trash-talking, or other unsportsmanlike conduct is unacceptable.
4. Once the protective mats have been removed, furniture, including tables and chairs, is not permitted on the wood gym floor.
5. Only church staff can install or remove protective mats, raise or lower basketball goals, or move the stage or other church owned equipment.
6. The user accepts responsibility for reimbursing Hayes Barton UMC for any damage to church equipment and property.