

FACILITIES USAGE AGREEMENT

Sugar Land First United Methodist Church
431 Eldridge
Sugar Land, TX 77478

THIS FACILITIES USAGE AGREEMENT is made and entered into as of the date set forth by and between **Sugar Land First United Methodist Church**, a Texas non-profit corporation (the “Church”), and User.

RECITALS:

- A.** The Church owns and operates a church facility located at 431 Eldridge, Sugar Land, Texas 77478.
- B.** User desires to reserve from the Church the Facilities for the Reservation Term and solely for the use described in this Facilities Usage agreement.
- C.** The Church is willing to reserve the Facilities to User subject to the terms and conditions set forth in this Facilities Usage Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Church and User agree as follows:

Section 1. Reservation of Facilities. The Church agrees to permit User to use the Facilities on the dates and times set forth below, subject to the terms and conditions set forth in this Agreement. In the event User desires to change the Usage Date and Time during the Usage Term, it must request such change in writing to the Church. Such written request may be made via electronic mail. The Church may approve or disapprove such change at its sole discretion for any reason or for no reason. In the event the change is approved, as evidenced by the Church’s signature on the written request from the User, all other terms and provisions in this Agreement shall continue in full force and effect.

Section 2. Payment of Fee. User agrees to pay the applicable User Fee for the Facilities in the amount set forth in the Fee Schedule below. User shall pay the total User Fee to the Church no later than ten days prior to the initial Usage Date. In the event of multiple Usage Dates that extend over a period of more than a single month, the User Fee shall be paid in monthly installments, each of which are due on or before the first day of each calendar month during the Usage Term.

Section 3. Reservation Fee and Security Deposit. The Church may charge a security deposit for large or overnight events to reserve the facility and to pay for damages to any Church property caused by User during the Usage Term. If no damages are incurred, the deposit will be subtracted from the user fee.

Section 4. Term of Agreement. The term of this Agreement is the Usage Term set forth below. Either party may terminate this Agreement prior to the end of the Usage Term with five days written notice to the other party. Notwithstanding the foregoing, the Church may terminate this Agreement immediately upon written notice to User in the event of User's violation, as determined in the Church's sole discretion, of any of the Rules for Usage set forth in Section 5 below, and/or for any reason. If this Agreement is terminated prior to the end of the Usage Term, the Church will refund to User any prepaid Usage Fee for which User has not used the Facilities.

Section 5. Rules for Usage. The following rules pertain to the User and all individuals participating in the User's events and activities on Church property and are conditions for any usage or continued usage of the Facilities: (a) No profanity on Church property; (b) No possession or consumption of alcoholic beverages, tobacco products, or any illegal drug or substance on Church property; (c) No destruction or damage of Church property, including, without limitation, hanging any items on walls of the Church in such a manner that will leave holes or marks on the walls; (d) No horseplay, rough-housing, skateboarding, rollerblading, or similar activities on Church property; (e) No activities or events other than the permitted uses set forth in this agreement.

In addition, User shall be adhere to and be responsible for the following:

1. Maintain a sign in sheet for all participants in User's function.
2. Familiarization with the locations of fire extinguishers and all exits.
3. If minors are present, then there must be at least 2 adults present for every 10 minors
4. The kitchen shall not be used unless additional approval is obtained
5. Only the assigned/designated area is to be used

Section 6. Condition of Facilities. The Facilities are provided by the Church to User "AS IS" and WITHOUT ANY WARRANTY OR REPRESENTATION WHATSOEVER. User agrees to return the Facilities to the Church in substantially the same condition, normal wear and tear excepted, as it was at the beginning of the Usage Term. User will be responsible for all damages to any Church property caused by User or arising from User's use of the Facilities.

Section 7. Release of Liability. USER HEREBY RELEASES THE CHURCH FROM ALL LIABILITY RELATING TO THE FACILITIES OR ANY OF THE CHURCH PROPERTY, INCLUDING, BUT NOT LIMITED TO, LIABILITY FROM THE CHURCH'S NEGLIGENCE, WHETHER CONTRIBUTORY, SOLE, OR JOINT, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE CHURCH'S PROVISION OF THE FACILITIES TO USER.

Section 8. Indemnification. User agrees to indemnify, defend, and hold harmless the Church, its officers, employees, agents, members, and assigns from and against, and to pay the Church upon demand the amount of, any suits, claims, complaints, damages, judgments, penalties, fines, losses, costs, and expenses (including legal expenses and court costs) of whatsoever kind and nature, imposed upon, incurred by, or asserted against the Church in any way related to or arising from the execution, enforcement, or performance of this Agreement or User's use of the Facilities. User's duty to indemnify, defend, and hold harmless the Church pursuant to this Section 8 includes, but is not limited to, claims related to or arising from bodily injury or death or from damage to property and the loss of use resulting from such damage, regardless of whether such injury, death, or damage occurs to individuals or property owned by individuals who are participants in User's events and activities and regardless of whether such injury, death, or damage was caused in whole or in part by any act or omission of the Church. The provisions of this Section 8 shall survive the expiration or earlier termination of this Agreement.

Section 9. Evidence of Insurance. The Church may, at its discretion and as a condition to User's use of the Facilities, require User to provide evidence of public liability, automobile, or other appropriate insurance in an amount and issued by a carrier satisfactory to the Church to cover any injuries, losses, or damages related to User's use of the Facilities. The Church may also, at its discretion, require User to add the Church as an "additional insured" to User's insurance policies prior to the commencement of the Usage Term.

Section 10. Prohibition of Assignment. User may not assign or transfer this Agreement, either in whole or in part.

Section 11. Entire Agreement. This Agreement represents the entire agreement between the parties with respect to the Facilities. No representations, warranties, promises, guarantees, undertakings, or agreements, oral or written, express or implied, have been made by the Church with respect to the Facilities except as expressly stated herein.

Section 12. Amendments. This Agreement can only be changed by an agreement in writing signed by both the Church and User, except that the Church may, by its own action, modify the rules for usage set forth in Section 5 above at any time with five days prior written notice.

Section 13. Fee Schedule: A Usage Fee will be determined by SLFUMC based on need and length of usage. This is for all non-church events.

Weddings	See Wedding Guidelines Booklet	
Sound Tech	\$75 first 2 hours	\$15/hr. for each additional hour
Video Tech	(same)	(same)

* Table linens may be used by church members only and are not to be taken from the church property. Laundry will be done by custodial staff on-sight.

Section 14. Specifics of Usage

Rooms to be used: _____

Date(s) to be used: _____

Time(s) to be used: _____

Approximate Number of people to attend event: _____

Purpose of Use: _____

Section 15. Identification of User

Name of Organization: _____

*Authorized Representative: _____
Printed Name Title

Address of Organization: _____

Phone Number: _____

Address of Representative: _____

Phone Number: _____ Alternate Phone: _____

*Note – the authorized representative will be held accountable for the usage of the facility.

Section 16. Additional Information

