

FACILITY USAGE AGREEMENT

ST. JAMES INDEPENDENT METHODIST CHURCH, INC.

P. O. Box 219

400 REID STREET

PALATKA, FL 32178

PALATKA, FL 32177

(386) 328-1461

Carefully read Facility Usage Agreement application. Your signature on this form acknowledges you have received and have read St. James Independent Methodist Church, Inc. Facility Usage Agreement and agree to abide by the policy and fee structure. Please fill out 1 through 6, sign application and return to Church office.

1. Today's Date: _____

2. Name: _____

Organization: _____

Address: _____

Phone: _____ Email: _____

3. Facility Requested:

SANCTUARY() \$300.

CHAPEL() \$75.

BRIDAL ROOM() \$75.

THE HUT() \$50.

FELLOWSHIP HALL()\$300.

PHILATHEA ROOM() \$35.

FELLOWSHIP HALL KITCHEN() \$50

EACH SS CLASSROOM() \$35.

FELLOWSHIP HALL & KITCHEN() \$350.

YOUTH HALL & KITCHEN () \$125.

DEPOSIT FOR CLEANING(REQUIRED)() \$200.

4. Date/Dates desired use of facility: _____

5. Usage time: _____ to _____

6. Facility Usage: (wedding, shower etc.) _____

If the planned event is a Wedding in the Sanctuary, the Bridal Room is available for no additional charge. Please request desired Date: _____ and Time: _____

NOTE: There will be a St. James representative to show desired facilities, explain various deposits and charges, give access Monday-Thursday 8:30-1:30, explain expectations during facility usage and clean-

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up. A St. James representative will secure facilities when rental is complete. No keys will be given to the applicant.

Charges are due in full one week following the approval date. If the event is cancelled 30 days prior to the date requested a full fee (100%) will be refunded. If an event is cancelled less than 30 days from the requested date one-half of the fee (50%) will be returned. There is a \$200 clean-up deposit required at the time of Facility Usage payment. St. James representative will determine return of cleaning deposit and applicant can pick up deposit from Church office.

This is an agreement between _____ (facility user) and St. James Independent Methodist Church, Inc. to use the _____ (Sanctuary, Fellowship Hall, etc.) _____ for _____.

Facility User acknowledges and agrees that any deviation from Authorized Use of Owner's Facility is strictly prohibited and constitutes grounds for immediate termination of this Agreement. Facility User agrees St. James Independent Methodist Church, Inc. facilities shall not be subleased under any circumstances and will result in immediate cancellation of this contract and loss of any paid fees and deposits. Facility User further agrees to defend, hold harmless, and indemnify Owner for any claim arising out of or relating to any use of Owner's Facility that is a deviation from, or in addition to, the Authorized Use.

NOW THEREFORE, in consideration for the use of the Facility of the Owner, Facility User further agrees:

1. INDEMNIFICATION AND HOLD HARMLESS

Facility User covenants and agrees that it will indemnify, defend and hold harmless Owner, and all of Owner's affiliated, related, or connected entities, including, without limitation, St. James Independent Methodist Church, Inc. their owners, trustees, directors, managers, pastors, ministers, volunteers, agents, attorneys, past and present supervisors, employees, members, and insurers from any and all claims, including, but not limited to, claims for bodily injury or property damage, liabilities, losses, damages, fines, costs, fees, and expenses, including attorney's fees and costs (both at the trial and appellate levels), arising out of or in any way relating to the activities of the Facility User upon the property of the Owner, including without limitation claims of third parties for property damage or bodily injuries and any and all expenses or obligations including reasonable attorneys' fees and costs.

2. INSURANCE

The Facility User agrees, as a necessary condition to its use of Owner's Facility, to name Owner as "Additional Insured" on its general liability policy for any and all claims related to or arising from Facility User's use of the aforementioned Facility. Facility User represents that it has obtained insurance naming Owner as an additional insured on a policy that provides evidence of comprehensive general liability limits of not less than one million dollars (\$1,000,000) per occurrence. _____ St. James Independent Methodist Church, Inc. reserves the right to accept/decline one million dollar (\$1,000,000) comprehensive general liability insurance. Facility User represents that it has provided Owner with a

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Certificate of Insurance. Facility User further represents that the Certificate of Insurance delivered to Owner is in full force and effect and shall not be cancelled prior to the use of the aforementioned Facility. Facility User agrees that its liability insurance policy will be primary in the event of a claim brought against the Owner. Facility User covenants and warrants that its activities will be limited to the Type of Use specifically described above. During event St. James Independent Methodist Church, Inc. prohibits alcohol, tobacco, vaping, weapons, and skateboard usage on premises.

3. OPERATION a. Facility User's operations shall always be in compliance with all applicable federal, state, and local law, rules, and regulations and follow St. James Independent Methodist Church, Inc. Articles of Beliefs and Bylaws.

b. Facility User assumes all costs associated with the subject Type of Use.

c. Facility User's personnel, including, without limitation, its staff, volunteers, interns, associates, vendors, and contractors ("Personnel"), are not employees of Owner for any purpose and shall not, therefore, be entitled to compensation, benefits, holidays, vacation, disability insurance, pension or retirement plans, or any other type of benefit offered or sponsored by Owner. Facility User agrees that it will indemnify, defend, and hold harmless Owner from any claim by Facility User's Personnel that is predicated upon or related to an alleged employment relationship, including, without limitation, any claim alleging joint employment.

d. Facility User agrees to maintain workers' compensation insurance for its employees in compliance with Florida law.

e. St. James Independent Methodist Church, Inc. prohibits alcohol, tobacco, vaping, weapons, and skateboard usage on Church property.

4. PERSONAL PROPERTY

The Facility User agrees that all personal property placed or brought to the Facility of Owner by Facility User or any of its participants, agents, or employees shall be done so at the risk of Facility User and shall be removed from facility at end of rental. The Owner shall not be liable for any loss or damage to said property located thereon for any reason whatsoever. Facility User agrees and understands that Owner shall not carry liability, theft, or fire insurance on said property to cover any of the Facility User's interests in such personal property.

5. TERMINATION OF AGREEMENT

Except as otherwise expressly provided herein, Owner or Facility User may terminate this agreement with 30 days written notice.

6. SURVIVAL OF TERMS

The terms of this Agreement shall survive the termination of Facility User's use of Owner's Facility.

7. SUCCESSORS OR ASSIGNS

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This Agreement shall be binding on Facility User's successors, assigns, or heirs, and run in favor of Owner's successors and assigns.

8. SEVERANCE CLAUSE

Should any provision of this Agreement be declared or be determined by any Court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term or provision shall be deemed not to be a part of this Agreement.

As the facility user applicant, I agree I have read and agree to St. James Independent Methodist Church, Inc. policies, fees, and instructions.

IN WITNESS WHEREOF, the FACILITY USER has executed this AGREEMENT.

FACILITY USER Print Name: _____ Date: _____

FACILITY USER Signature: _____ Title: _____

OFFICE USE ONLY

Total amount charged: _____ Date paid: _____

Request received by: _____ Date: _____

Applicant Contacted by: _____ Date: _____

Trustees APPROVED: _____ DENIED: _____

TRUSTEE CHAIR, TRUSTEE OR PASTOR Print Name: _____

Signature: _____ Date: _____