

St. Stephen's United Methodist Church

Space Rental License Agreement: Standard Terms

THIS LICENSE AGREEMENT is entered into by and between ST. STEPHEN'S UNITED METHODIST CHURCH, Licensor, and the Licensee identified below on the following terms and conditions:

SECTION 1 LICENSE AGREEMENT

1.1 Premises. Subject to the terms of this Agreement, Licensor hereby grants to Licensee, and Licensee hereby accepts on the terms set forth herein, a license for the temporary use of the Premises for the event described below ("Event" or "Scheduled Event").

SECTION 2 RENTAL FEES

2.1 Reservation Fees. The Reservation Fee is an amount, equal to 50% of the Total Rental Fees, as specified in the Facility Use Fees, Custodial Fees, Nursery Fees, A/V Fees, and Kitchen Fees, of St. Stephen's Guidelines for Use of Church Property and Facilities, which is payable within five (5) business days after the date upon which a reservation is first confirmed by Licensee. The Reservation Fee shall be credited in full toward the Total Rental Fees. The Reservation Fee, less a 20% administration charge in the event of a cancellation, is refundable only if Licensee cancels the reservation, or requests a new event date, more than 30 days prior to the scheduled event date. Any additional charges incurred and billed against the Space Rental License Agreement are due immediately upon presentation. If Licensee cancels the reservation or requests a new event date within 30 days prior to the event date, the Reservation Fee shall be forfeited in its entirety. In its sole discretion, the Licensor may cancel a reservation if all fees have not been paid within 14 days of the scheduled event.

2.2 Rental Fees. Total Rental Fees, as itemized in the Facility Use Fees, less the Reservation Fee, are due 30 days prior to the Scheduled Event. The Total Rental Fees are calculated for the time period specified in the Facility Use Fees and are subject to increases as subject to modification if the goods or services later requested or used by licensee exceed the quantity upon which such estimate was based. The fees are based upon information supplied by Licensee, but such fees are subject to modification if the good or services later requested or used by Licensee exceed the quantity upon which such estimate was based.

2.3 Cancellation for Nonpayment. Time is the essence for this Agreement, and Licensor may cancel the Agreement in the event of any failure to pay fees due hereunder on or before the date due. In the event of such cancellation, all fees earlier received by Licensor shall be forfeited and Licensor may be due additional fees as provided in Section 2.1 above.

2.4 Force Majeure. In the event that, for reasons beyond its effective control, Licensor is prevented from delivering the Premises or any negotiated ancillary services to Licensee on the date originally scheduled, Licensor shall make every reasonable effort to deliver the Premises and such ancillary services to Licensee, without extra charge, on an alternate date of Licensee's choosing. If Licensee does not select such an alternate date (which is reasonable acceptable to Licensor) within ten (10) days after being notified of such problem, Licensee shall cancel this Agreement, in which event Licensor shall refund to Licensee all sums theretofore deposited by Licensee but shall have no other responsibility or financial liability to Licensee.

SECTION 3: USE OF PREMISES

3.1 Permitted Uses. Licensee shall use the Premises solely for public gathering purposes and for any other uses specified in the Guidelines for Use of Church Property and Facilities. Licensee shall, at its own cost and expense, obtain any and all licenses and permits necessary for any such use. Licensee shall not do or permit anything to be done in or about the Premises which may render the insurance thereon void or increase the insurance risk thereon. If an increase in any fire and extended coverage insurance premiums paid by Licensor for the Facilities is caused by Licensee's use and occupancy of the Premises, then Licensee shall pay as additional fees the amount of such increase to Licensor. Licensee acknowledges that alcohol, drugs, weapons and smoking are strictly prohibited on the Premises. Licensee agrees to abide by the rules and policies set forth in the Church Facilities Use Guidelines for Use of Church Property, Facilities Guidelines, Facility Use Fees and Other Fees as attached hereto, each of which is available at the Licensor's location.

3.2 Compliance with Laws. Licensee shall be responsible for obtaining any applicable local, state and federal permits required for Licensee to engage in the permitted use on the Premises. Licensee shall not use the Premises in any way (or permit or suffer anything to be done in or about the same) which will conflict with any law, statute, ordinance or governmental rule or regulation or any covenant, condition or restriction affecting the Premises or Facilities, now in force or which may hereafter be enacted or promulgated. Licensee shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances, and governmental rules and regulations. Licensee agrees to fully indemnify Licensor against any liability, claims or damages arising as a result of a breach of the provisions of this Section 3.2 by Licensee, and against all costs, expenses, fines or other charges arising therefrom, including, without limitation, reasonable attorneys' fees and related costs incurred by Licensor in connection therewith.

3.3 Supervision of Event. Licensee is solely responsible for the supervision of the Event. Licensee acknowledges that Licensor disclaims any duty on its part to supervise the Event or the Premises during the Licensee's Event. Any person or persons whose behavior interferes with the Church's functions may be asked to leave the premises. Objectionable activities or behavior may result in the Licensee being required to discontinue the objectionable activities or behavior or the Licensee being required to terminate the event and leave the premises. In such event, Licensor will not give refunds in any amount to Licensee. The determination of interfering behavior or objectionable activities and behavior is within the sole discretion of Licensor.

3.4 Scheduling of Event. Licensee understands and acknowledges the Licensor is a Church congregation and that Church activities will take priority over this Agreement. Licensor will attempt to accommodate Licensee in the requested use of Facilities by room(s) requested, but Licensee recognizes and agrees that the needs of the Church come first and room assignments may be adjusted accordingly. Prospective groups/individuals who wish to use the Church facilities must read all sections of St. Stephen's Guidelines for Use of Church Property and Equipment handout for specific instructions on how to schedule an event at the Church.

SECTION 4 CONDITION OF PREMISES: MAINTENANCE AND REPAIRS

4.1 Existing Condition of Premises. Licensee has inspected the Premises and agrees to accept the use of the Premises in their "as is" condition, with all faults and shortcomings, and without warranty, express or implied Licensee agrees that the Licensor shall not be held responsible for any damage to Licensee's property, or any inconvenience or damage to Licensee's right of occupancy, caused directly or indirectly by the condition of the Premises. Licensee acknowledges that an inspection of the premises will be made in order to ascertain that the premises are in good and safe condition for the use contemplated hereunder.

4.2 Licensee's Obligations. Licensee shall keep the Premises in good condition and repair. At the conclusion of Licensee's event, Licensee shall leave the Premises in at least as good a condition, state of repair and cleanliness as existed upon delivery of the Premises to Licensee. Licensee shall, at its sole cost and expense, make all repairs and replacements that Licensor, in its sole discretion, deems reasonably necessary to ensure Licensee's compliance with these obligations. Use of some Church equipment is not allowed. Licensee must read the St. Stephen's Guidelines for the Use of Church Property and Facilities handout for further explanations.

4.3 Licensor's Right to Make Repairs. In the event that Licensee fails to leave the Premises in good and sanitary order, condition and repair as required by this Agreement, then, without requirement of prior notification to Licensee, Licensor shall have the right to do such acts and expend such funds at the expense of Licensee as are required to place the Premises in good, safe and sanitary order, condition and repair. Any amount so expended by Licensor shall be paid by Licensee promptly upon demand as additional use fees.

SECTION 5

LICENSEE 'S INSURANCE

5.1 Required Insurance. Licensee shall procure and pay for the following insurance and shall provide appropriate insurance certificate and endorsements to Licensor, showing Licensor as an additional insured, at least thirty (30) days prior to date of the event.

(a) Commercial General Liability Insurance (or Personal Liability Insurance if Licensee is an individual) in the amount of not less than One Million Dollars (\$1,000,000) each occurrence, naming Licensor as an additional insured by separate endorsement attached to the certificate of insurance. Licensee's insurance is to be primary to and without right of contribution from any insurance maintained by Licensor. Coverage applies to (A) the event conducted by Licensee and on the Premises, including the grounds and any parking facilities, (B) operations of independent contractors engaged by Licensee for services on or about the Premises, and (C) contractual liability; and

(b) Such other insurance as Licensor deems reasonably necessary in light of the nature of the proposed event.

5.2 Terms of Insurance. Each insurance policy obtained by Licensee pursuant to this Agreement shall contain a clause that the insurer will provide Licensor with at least thirty (30) days' prior written notice of any material change, non-renewal or cancellation of the policy, shall be in a form satisfactory to Licensor and shall be taken out with an insurance company authorized to do business in the State of New Mexico and rated not less than Best's Financial Class VIII and Best's Policy Holder Rating "A".

5.3 Failure to Insure. Failure to procure such insurance and/or to make timely delivery of such certificates of insurance shall entitle the Licensor to **cancel** the Event. In such event, the Event shall be deemed canceled by Licensee for the purpose of determining what sums are owing to Licensor pursuant to Section 2 above.

SECTION 6

INDEMNITY

6.1 Licensee's Obligation. Licensee agrees to indemnify, defend and hold Licensor and its Pastor, staff, administrators, ministers, volunteers, insurance companies, agents and representatives, officers, Trustees, and employees entirely harmless from and against all liabilities, losses, demands, actions, expenses or claims, including reasonable attorneys' fees and court costs, for injury to death of any person or for damages to any property or for violation of law arising out of or in a manner connected with (i) the use, occupancy or enjoyment of the Premises by Licensee or Licensee's agents, or any work, activity or other things allowed or suffered by Licensee or Licensee's agents to be done in or about the Premises (ii) any act or failure to act, whether negligent or otherwise tortuous, by Licensee or Licensee's agents in or about the Premises.

6.2 Limitation on Licensor's Liability. Licensee agrees that, Licensor and its pastor, staff, administrators, ministers, volunteers, officers, Trustees, and employees, assume no liability whatsoever for any death, injury, theft, damage or other loss to persons or property arising out of, or in connection with Licensee's use of the Premises, except to the extent that such death, injury, damage or other loss shall result from the sole negligence of such persons. In no event shall Licensor be obligated to pay to Licensee damages in excess of the aggregate amount of any payments made to Licensor by Licensee under this Agreement.

SECTION 7 GENERAL

7.1 Attorneys' Fees: Licensee shall pay to Licensor all amounts for costs and expenses, including, but not limited to, reasonable attorney's fees and amounts paid to any collection agency, incurred by Licensor in connection with any breach or default by Licensee under this Agreement or incurred in order to enforce or interpret the terms or provisions of this Agreement.

7.2 Publicity: Licensee shall not use the name "St. Stephen's United Methodist Church" as the sponsoring organization in any advertising or promotional literature without Licensor's prior express written permission.

7.3 St. Stephen's United Methodist Church's Guidelines For Use of Church Property and Facilities must be agreed to, along with this **Space Rental License Agreement** before an Event is scheduled and placed on the Church calendar.

7.4 Kitchen Clean-up Checklist: The following checklist must be completed and returned to the church office at the end of the program/event to insure that the kitchen has been cleaned completely.

Kitchen Clean-up Checklist

Heat Sources:

- Large oven turned off: check all three dials checked- _____
- Cook top turned off: check all three sections checked- _____
- Standard stove: oven and surface burners turned off checked- _____
- Coffee maker: burners off, inside cleaned out checked- _____

Dishwasher: detergent added and run on heat rinse or sani-cycle checked- _____

Food: All left-over food must be disposed of or leftovers must be labeled.

Cleaning: towels, aprons, tablecloths may be deposited in laundry basket. Counters, sink, stoves must be cleaned and trash ready to be removed.

Signature: _____ Date: _____

Understanding of Guidelines and Agreement

I have read the St. Stephen's United Methodist Church Guidelines For Use of Church Property and Facilities handout. I have also read St. Stephen's Space Rental License Agreement. I/we agree to follow all the rules and guidelines of these two documents, and abide by any other decisions concerning the use of St. Stephen's United Methodist Church, that are made by representatives of St. Stephen's United Methodist Church.

Full Name

Name of Group/Organization

Signature

Date

SPACE RENTAL LICENSE AGREEMENT

APPLICATION FOR USE

(please print all information)

Today's Date: _____

Name of Event: _____

Date(s) Requested: _____

Name of Person in Charge of Event: _____

Start Time: _____ End Time: _____

Room(s) Requested: _____

Number of Participants: _____

Purpose of the Event: _____

Sponsor of the Event: _____

Will you serve food? _____

Do you require Childcare? _____ How many Children? _____

Do you need A/V service: _____

Is there a Special set-up for the room you are requesting? _____

(please draw the design for the room set-up on the back of this sheet)

Is this a recurring event? _____ Dates: _____

Did you receive a copy of St. Stephen's Guidelines for Use of Church Property and Facilities and a copy of St. Stephen's Space Rental License Agreement? _____

If your event is scheduled at St. Stephen's UMC, do you agree to follow and abide by all the rules, guidelines and fees listed in the above documents? _____

Signature of Person filling out this form: _____