

FACILITY USE AGREEMENT for NON-CHURCH ORGANIZATIONS and EVENTS

Ballston Spa United Methodist Church
101 Milton Avenue, Ballston Spa, NY 12020
Phone (518)885-6886

PURPOSE: This Agreement gives permission to groups, organizations and individuals (“User”) not directly overseen by *Ballston Spa United Methodist Church (“Ballston Spa UMC”)* to use specified facilities owned by *Ballston Spa UMC*. Users of the facilities with the permission of *Ballston Spa UMC* do so with the full knowledge that losses or liabilities incurred by the User are not covered by the local church.

This Agreement is entered into on this ____ day of _____ of the year _____, by and between *Ballston Spa UMC*, and

(name of User)_____

(address of User)_____

(phone number of User) (_____)_____

and is for using *Ballston Spa UMC* facilities for a one-time event multiple or recurring event(s)

[NOTE: For User who secures *Ballston Spa UMC* for regular or recurring events, a current *Facility Use Agreement* may be maintained on file, and is to be updated on the minimum of an annual basis if facility usage is ongoing.]

WHEREAS *Ballston Spa UMC* is the owner of building located at the address printed above;

AND WHEREAS the User desires to use said facilities on the terms and conditions set forth;

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good valuable consideration the parties hereto agree as follows:

1. *Ballston Spa UMC* will make available to the User the facilities as contracted with the *Ballston Spa UMC* Office Manager or his/her designee.
2. User agrees to indemnify and hold *Ballston Spa UMC* harmless from any and all liability, including attorney’s fees arising out of User’s use of the above premises or the building of which the facilities are a part, and the parking facilities on / or adjacent thereto.
3. The User understands that the responsibility to obtain liability and property insurance is upon the User. It is not the duty or responsibility of *Ballston Spa UMC* to insure the User’s use of the facilities. It is recommended that the User obtain its own liability and property coverage for its use of the facilities.
4. The User agrees to abide by and obey all laws, ordinances, and regulations promulgated by any government unit having jurisdiction in the locale of *Ballston Spa UMC*, and will not engage in any activities in violation of such laws, ordinances rules and regulations.
5. If any of the User’s activities at *Ballston Spa UMC* will place children or youth under age 18 by persons in the care of persons other than their own parents / guardians, the User must either: (a) comply with *Ballston Spa UMC* ‘s Safe Sanctuaries Policy and Procedures for the prevention of child abuse (*attached*), or (b) supply a copy of its own child abuse prevention policy which is substantially similar in practice and effect to *Ballston Spa UMC* ‘s Safe Sanctuaries Policy, and certify compliance by signing below.

IN WITNESS WHEREOF, the undersigned parties have executed the Agreement as of the day and year first above written.

Signature of Ballston Spa UMC Representative
[Office Manager, or his/her designee]

(Signature of User’s Representative)

(Printed Name of Representative)

(Address of Representative)

(City, State, Zip)

(Phone Number of Representative)