

This agreement gives permission to groups and organizations not directly overseen by Providence United Methodist Church to use specified facilities owned by Providence UMC. User's of the facilities do so with the full knowledge that losses or liabilities incurred by the User are not covered by the church.

Therefore, this agreement is entered into on this 1<sup>st</sup> day of April of the year 2019 between Providence UMC and Senior Scholars @ Queens (the "User" or "Senior Scholars")

Then contract person for the User is Bill Thomas [billt282@gmail.com](mailto:billt282@gmail.com)

Providence UMC and the User agree to the following:

1. Providence UMC will make available to the User the following rooms:
  - a. **Room: Wolfe Hall**
  - b. Date: Fridays, beginning the 2<sup>nd</sup> Friday of January 2020, to run through December 2023. The following dates are NOT available: Good Friday, the Friday of the Boy Scout BBQ (**date to be released at a later time**), June, July, August, 1<sup>st</sup> Friday of September, the Friday after Thanksgiving, and the Cookie Walk Weekend (**date to be released at a later time**). Additional "NOT Available dates will be given 15 months in advance.
  - c. Time: 9:00-11:30 a.m.
  - d. # of people-500 adults in stadium seating (**500 persons is the maximum**)
  - e. **Room: Classroom**
  - f. Date: 2<sup>nd</sup> Wednesday of each month, beginning in January 2020, to run through November 2023, excluding June, July, August and December of these same years. Additional NOT Available dates will be given 15 months in advance.
  - g. Time: 1:30-3:30 p.m.
  - h. # of people: 20 adults
  - i. **Room: Wolfe Hall**
  - j. Date: 1<sup>st</sup> Friday in June, 2020 to 2023
  - k. Time: 10:00 – 1:00 p.m.
  - l. # of people: 100 people for lunch service
  - m. **Room: Mission Center or Atrium and Sanctuary TBD at a later date**
  - n. Date: 1<sup>st</sup> Friday in December 2020 to 2023 (Senior Scholars reserves the right to cancel these dates upon advance notice)

o. Time: 9:00 – noon

p. # of people: 100

2. Facility usage fees are as follows:
  - a. Room fees: **\$400** per week that any one of the above reserved rooms are used, with the exception of the classroom, to be paid **monthly**.
3. **Required:** Updated yearly Certificate of Insurance
4. Audio/visual support: Senior Scholars should appoint persons from their organization to be trained by the Chair of the A/V Committee at Providence UMC on how to operate the a/v equipment requested. A/V support for Senior Scholars will be provided by Senior Scholars. Only the Chair of the A/V Committee at Providence UMC may train said designated persons.
5. If the kitchen area is utilized in any way whatsoever, the User agrees to abide by the church's Kitchen Guidelines. The User agrees to consult with the Kitchen Manager, whether catering services are provided by Providence UMC Kitchen Manager or an outside caterer.
6. The User agrees to protect, defend, and hold harmless and fully indemnify Providence UMC for any and all claims or causes of action whatsoever, including attorney's fees, arising out of usage of the church premises, including the parking facilities. Providence UMC includes, but is not limited to Providence UMC and all members, participants, volunteers, pastors and staff, as well as the Western North Carolina Annual Conference of the United Methodist Church.
7. The User understands that the responsibility to obtain liability insurance is upon the User. It is not the duty, responsibility or intent of Providence UMC to insure the User's use of the facilities. User agrees to provide Providence UMC a Certificate of Insurance that provides evidence of standard general liability insurance with limits of not less than one million dollars per occurrence, and names specifically Providence UMC as an "additional insured" on its general liability policy for any and all claims related to, or arising from, the facility usage. User agrees that its liability insurance policy will be primary in the event of a claim brought against Providence UMC or other related entity noted in paragraph 4.
8. If any of the User's activities at Providence 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 comply with Providence UMC's Safe Sanctuary Policy or supply a copy of its own Child Protection Policy which is substantially similar in practice and effect to our church's, and certify compliance by signature below.
9. The use of alcohol, recreational drugs, tobacco, weapons, and gambling of any type are prohibited anywhere on church property. By signing this agreement, the User agrees to be responsible for the compliance of all people at your event
10. Parking lot attendants and fees for out-sourced traffic control by policemen or other officers will be the responsibility of the non-affiliated group/individual.
11. This agreement is to take effect January 1, 2020 and is to remain in effect, as is, until December 31, 2023. If either of the parties do not wish to extend this agreement beyond December 31, 2023 for any length of time, they must advise the other party no later than June 30, 2023. If neither party notifies the other by June 30, 2023, it will automatically become extended from year to year thereafter until and unless one of the parties notifies the other by June 30 of a year after 2023. Anything in the parties previous understanding contrary to this

provision is declared null and void.

12. Senior Scholars will retain full control over its finances, selection of speakers, its self-perpetuating board members and officers, retreats, and field trips.

13. This agreement contains all the terms and conditions agreed upon by the parties hereto regarding the subject matter of this agreement.

14. This agreement shall be interpreted in accordance with the laws of the State of North Carolina. Unless waived by both parties, venue for any action to enforce or interpret the provisions of the agreement shall be in Mecklenburg County, North Carolina.

*William Jeffries*

Signature of Church Representative

Signature of User

WILLIAM JEFFRIES

Printed Name of Church Representative

Printed Name of User

