



## Facility Use Agreement for Non-Church Affiliated Organizations

This agreement gives permission to groups and organizations not directly overseen by Providence United Methodist Church to use specified facilities owned by Providence UMC. Users 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 1st day of June of the year 2023 between Providence UMC and Senior Scholars at Queens (the "User" or "Senior Scholars")

The contact persons for the User are Len Norman [lennorman@ymail.com](mailto:lennorman@ymail.com) and Jane Howard [howard.jane.m@outlook.com](mailto:howard.jane.m@outlook.com). The contact person for Providence UMC is Carlos Canarte [ccanarte@Providenceumc.org](mailto:ccanarte@Providenceumc.org).

Providence UMC and the User agree to the following:

1. Providence UMC will make available to the User the following rooms:

**Room: Wolfe Hall**

Dates: Fridays, beginning the second Friday of January, 2024 and running through December, 2025, with the understanding that the following Fridays are NOT available: Good Friday, the first Friday of September, the Friday immediately after Thanksgiving, the Fridays associated with the Boy Scout BBQ and the Cookie Walk Weekend (dates to be released at a later time) and all those Fridays in the months of June, July, August and December. Additional "NOT Available Dates" will be given 15 months in advance.

Time: 9:00 am - 12:00 pm with Senior Scholars A/V staff allowed to enter at 8:00 am.

Number of chairs: Up to 500 chairs are the maximum.

**Room: Classroom**

Dates: The second Friday of each month, beginning in January, 2024 and running through December, 2025, with the understanding that, if Wolfe Hall is not available on a given Friday, the Classroom will not be available. Additional "NOT Available Dates" will be given 15 months in advance.

Time: 9:00 am – 10:00 am

Number of people: 20

**Room: Atrium TBD at a later date**

Date: The Atrium may be used up to twice per year at an agreed upon date to host a lunch.

Time: –11:00 am – 2:00 pm with Senior Scholars staff/caterer allowed to enter at 9:00 am.

Number of people: 100

**Sanctuary/Parlor: TBD at a later date**

Date: The Sanctuary/Parlor may be substituted for Wolfe Hall once per year at an agreed upon date to host a special concert.

Time: 9:00 am – 12:00 pm with Senior Scholars A/V staff/musicians allowed to enter at 8:00 am.

Number of people: Up to 500.

2. Facility usage fees are as follows:

Room fees: \$300 per week that Wolfe Hall, the Atrium or the Sanctuary is used.

Fee adjustment: The fee for the use of Wolfe Hall will be \$300 per week through May 31, 2024. Starting September 13, 2024, the fee will be adjusted based on the number of chairs set out in Wolfe Hall at Senior Scholars’ request as follows:

<u>Requested Number of Chairs</u>	<u>Meeting Fee</u>
Up to 250	\$300
251 to 300	\$325
301 to 350	\$350
351 to 400	\$375
More than 400	\$400

Each month the above-described adjustment will apply. It is understood that Senior Scholars will promptly pay the Church any amounts due greater than \$300 per meeting for those held during the previous month.

The Classroom will be available at no charge.

- 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 AN Committee at Providence UMC on how to operate the A/V equipment requested. AN support for Senior Scholars will be provided by Senior

Scholars. Only the Chair of the AN Committee at Providence UMC may train said designated persons. Senior Scholars intends to provide and use audio-visual equipment that it owns or leases at Senior Scholars meetings (the "Senior Scholars Equipment"). Senior Scholars will remove Senior Scholars Equipment following Senior Scholars meetings and will not store it at Providence UMC. Senior Scholars also will utilize audio-visual equipment owned by Providence UMC (the "Providence UMC Equipment"). Senior Scholars agrees to release, indemnify and hold harmless Providence UMC for any damage to Providence UMC Equipment. Senior Scholars agrees to pay Providence UMC for any damage to Providence UMC Equipment that takes place during its use by Senior Scholars.

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 6.
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.

