

# FACILITY USE AGREEMENT for NON-CHURCH ORGANIZATIONS and EVENTS

***St James United Methodist Church***  
***16202 Bruce B Downs Blvd, Tampa FL 33647***

**PURPOSE:** This Agreement gives permission to groups, organizations, and individuals ("User") not directly overseen by *St James United Methodist Church* to use specified facilities owned by *St James United Methodist Church*. Users of the facilities with the permission of *St James United Methodist Church* 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 *St James United Methodist Church*, and

(name of User) \_\_\_\_\_

(address of User) \_\_\_\_\_

(phone number of User) (\_\_\_\_\_) \_\_\_\_\_,

and is for using *St James United Methodist Church* facilities for multiple or recurring event(s)

WHEREAS *St James United Methodist Church* 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. *St James United Methodist Church* will make available to the User the facilities as contracted with the *St James United Methodist Church* Office Manager or his/her designee.
2. User agrees to protect, defend, hold harmless and fully indemnify *St James United Methodist Church* for any and all claims or causes of action whatsoever, including attorney's fees, arising out of usage of the above premises, including the parking facilities on / or adjacent thereto. *St James United Methodist Church* includes but is not limited to *St James United Methodist Church* and all members, participants, volunteers, pastors and staff, as well as the Florida Annual Conference of the United Methodist Church.
3. The User understands that the responsibility to obtain liability insurance is upon the User. It is not the duty, responsibility or intent of *St James United Methodist Church* to insure the User's use of the facilities. User agrees to provide to *St James United Methodist Church* a Certificate of Insurance that provides evidence of standard general liability insurance with limits of not less than one million dollars (\$1,000,000) per occurrence, and names specifically *St James United Methodist Church* 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 *St James United Methodist Church* or other related entity as noted in paragraph 2. Please initial here if this does apply to your organization \_\_\_\_\_.
4. The User understands that the entire property in or around *St James United Methodist Church* facilities is designated a Non-smoking, Non-alcohol, Weapons-free area. User agrees to provide to *St James United Methodist Church* with reasonable assurance that they will self-police, monitor and provide clean-up of all facilities used in or around the property. *St James United Methodist Church* will provide a trash receptacle in the general area for the User's convenience. Furthermore, the User understands that access to the buildings, to include restroom facilities and / or drinking fountains, will be in compliance with current CDC guidelines for social distancing, mask wearing, and vaccination protocols.
5. The User and *St James United Methodist Church*, in mutual agreement and goodwill of both parties, will accept the amount as outlined in the St James Usage and Rental Fee Worksheet for the use of the facilities designated for use by the User. Please initial here if this does apply to your organization \_\_\_\_\_.

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

\_\_\_\_\_  
Signature of *St James United Methodist Church* Representative  
[Business Manager, Facilities Manager or his/her designee]

\_\_\_\_\_  
(Signature of User's Representative)

\_\_\_\_\_  
(Printed Name of Representative)