

OUTSIDE GROUP FACILITIES USE & INDEMNITY AGREEMENT

As of _____ (date), Stout Memorial United Methodist Church (the "Church") grants to

Name _____ Address _____

City _____ State _____ ZIP _____ Phone _____

Space to be Used _____ Date of Event _____

(the "Group") permission to use certain of the Church's facilities or vehicles in accordance with the terms set forth in this Outside Group Facilities Use & Indemnity Agreement (the "Agreement"). For good and valuable consideration received, the Church and Group agree as follows.

- The Group understands and acknowledges that there are risks associated with its use of the Church's Facilities or vehicles. The Group acknowledges and agrees that it has inspected the Church's facilities (and vehicles, if to be used) and accepts them for use in their present condition, with all faults, if any, and agrees that the Church makes no representation or warranty with respect to any premises or vehicles, including their condition or their suitability and fitness or the Group's intended use. Due to the nature of the facility and vehicles, they may not accommodate persons with certain disabilities. The Group agrees that it is responsible for providing all disability accommodations necessary for guests and invitees. The Group agrees that its use of the facilities and vehicles will comply with all applicable local, state, and federal laws and regulations.
- The Group acknowledges that it is responsible for providing all personnel, equipment, and supervision. The Church is not obligated to provide any personnel, programming, supervision, or other services.
- The Group also recognizes that there is a risk of personal injury to the Group's members, participants, and others while on the premises or using Church vehicles, and the Group agrees to accept all risks associated with the use of the Church's facilities or vehicles, including, but not limited to liability for personal injury, child or adult maltreatment, negligent entrustment, hiring, supervision or retention of any person, property damage or loss, bodily injury, and death to themselves or others, except to the extent the same arises out of or is the result of the gross negligence, recklessness, intentional misconduct or criminal acts of the Church's employees, volunteers, and other individuals when acting in such capacity and under the supervision of the Church (collectively, "Church Personnel"). The Group agrees that the Church shall not be responsible for the actions of any individual who is acting in a Group-related capacity.
- The Group acknowledges that use of the Church's Facilities or vehicles also involves risks incidental to activities on the Church's premises or travel while using Church vehicles, including but not limited to those associated with conduct or other events and mishaps occurring before or after start and end time for the activities or travel, and the Group therefor agrees to accept all such risks, including but not limited to possible negligent, reckless or intentional behavior of participants or others incidental to activities or travel that occur before, during or after Group events, except to the extent the same arises out of or is the result of the actions or conduct of Church Personnel.
- The Group agrees to take reasonable care of the facilities and to abide by all rules and policies applicable to the facilities and their use. The group agrees to pay all cost associated with

the repair, replacement, or special cleaning of any part of the facilities (including but not limited to plumbing, glass, doors, windows, fixtures, appliances, thermostats, heating and air conditioning, and the like) damaged by the Group, reasonable wear and tear excepted. The group will place all trash in the appropriate receptacles, will replace all furniture to its original location and will leave the facilities in good order upon the conclusion of the Group's use.

- In further consideration of the Group being permitted to use the Church's facilities, the Group agrees to indemnify, release, defend and hold harmless the Church and all of its related organizations, clergy, leaders, committees, councils, agents, servants, employees, members, and volunteers from and against all claims and suits, seen or unforeseen, arising out of or in any way related to the Group's use of the church's facilities, which includes, but is not limited to personal injury, child or adult maltreatment, negligent entrustment, hiring, supervision or retention of any person, property damage or loss, bodily injury, and death, to themselves or others, whether intentional, reckless or negligent, that may occur or is in any way related to the Group's use of this facility. Notwithstanding the foregoing, this agreement to indemnify, release, defend and hold harmless, shall not apply (1) to any claims, suits, or liability that arise out of or are the result of the sole or gross negligence or intentional conduct of Church Personnel not associated with the Group, or (2) to the extent such indemnification obligation of the Group may be limited or prohibited by applicable law. There is no coverage, indemnify, release, defend and hold harmless for those individuals who commit intentional criminal acts.

- The Church has advised the Group that the Church is immune from suit under the laws of the State of West Virginia and that it has not agreed to provide any type of insurance to cover the Group, its participants, or any else who may be harmed in any way in association with, or incidental to the Group's use of the Church's facilities. The Group therefor acknowledges and agrees that it is completely responsible for providing appropriate insurance required by the laws of the State of West Virginia, to cover any injury of any sort to Group activity participants and third parties. Further, the Group will procure and maintain throughout the term of this agreement, general liability insurance to cover the Group's contractual obligations under this agreement, with coverage limits of no less than a combined single limit of \$1,000,000, including coverage for bodily injury, property damage liability, and contractual liability that lists the Church and all of its agents, servants and employees as additional insureds under such policy and will provide the Church a certificate of insurance prior to the start date of this agreement.

- The Group further acknowledges and agrees that this agreements is intended to be as broad and inclusive as permitted by the laws of the State of West Virginia and that if any portion hereof is held invalid, the Group agrees that the balance shall, notwithstanding continue in full legal force and effect.

By: _____
(Printed Name of Group's Authorized Representative)

By: _____
(Printed Name of Church's Authorized Representative)

(Signature of Group's Authorized Representative)

(Signature of Church's Authorized Representative)



Stout Memorial United Methodist Church

3329 Broad Street | Parkersburg | West Virginia | 26104 | stoutmemorial@gmail.com | 304-428-1179

Guidelines for Church Usage

1. Alcohol & Smoking Policy: No alcohol may be served in church facilities. No smoking is allowed within the church buildings.
2. Fundraising Policy: No for-profit fundraising or activities are allowed while using the church facilities or property. 100% of any funds collected must be given to a non-profit group and previously approved by the church pastors.
3. Groups are restricted to only those areas of the facility that the group has reserved.
4. Food and beverages should remain within approved areas.
5. Church equipment, such as tables and chairs, must be returned to original placement, unless arranged otherwise prior to the event.
6. Church equipment such as tables and chairs will not be loaned out or leave the church campus.
7. All lights must be turned off and doors locked upon departure.
8. Clean-up is the responsibility of the group. All trash should be placed in the dumpster next to the family life center. If the facilities are not cleaned up adequately a \$100 cleaning fee may be assessed.
9. Abusive or foul language, violent behavior, and drug or alcohol abuse are strictly prohibited while using church facilities. Any person exhibiting such behavior will be required to leave the premise.



Stout Memorial United Methodist Church

3329 Broad Street | Parkersburg | West Virginia | 26104 | stoutmemorial@gmail.com | 304-428-1179

10. Any person or group must sign the "Church Facility Use and Indemnity Agreement" form prior to reservation of church facilities.
11. Audio and visual equipment may not be used or moved without the approval of the church's media team.
12. A \$200 deposit will be required for use of facility for non-church members.

The \$200 deposit will be fully refunded 1 week after the event, pending return of key and the staff inspection of cleanliness and state of the facility. If the key is not returned a \$25 fee will be forfeited toward the expense of replacement. Should the facility or its equipment be determined to need cleaning, repair, or replacement the deposit will be forfeited towards the expenses incurred. If the cleaning/repair/replacement expenses exceed the \$200 deposit, the person or persons signing the facility use agreement shall be responsible for the additional costs. *The facility reservation will not be made until the \$200 deposit is made.*

Revised 1/24/2022