

**Facilities Use Contract**  
**First United Methodist Church of Land O Lakes**

6209 Land O Lakes  
Blvd. Land O Lakes  
FL 34638 GCFA  
Number: 358958

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**THIS AGREEMENT** made on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. (“**Agreement**”) between **The First United Methodist Church of Land O Lakes, FL**, hereinafter (“**Owner**”) and \_\_\_\_\_ hereinafter referred to as (“**Renter/User**”) to use a portion of the **Owner’s** facility located at 6209 Land O Lakes Blvd, Land O Lakes, FL, hereinafter (“**Facility**”) for the specific purpose of \_\_\_\_\_ (“**Authorized Use**”). as described in the **Facilities Use Request Form** attached as **Addendum “A”**.

WHEREAS, In consideration for the promises and covenants, and in compliance with the terms and conditions, set forth below, **Renter/User** is permitted to engage in the subject **Authorized Use** as described on Facilities Use Request Form attached as **Addendum “A”** on the condition that **Renter/User** acknowledges and agrees that any deviation from **Authorized Use** of the Facility or any of the **Owner’s Facility Policies**, set forth below, is strictly prohibited and constitutes grounds for immediate termination of this Agreement. **Renter/User** further agrees to defend, hold harmless, and indemnify **Owner** for any claim arising out of or relating to any use of the **Facility** that is a deviation from, or in addition to, the **Authorized Use**.

NOW THEREFORE, in consideration for the use of the aforementioned **Facility**, **Renter/User** further agrees to, understands and acknowledges the following:

**I. STATEMENT OF PURPOSE**

As a body, the members, Church Leadership Board, Senior Pastor, and staff of First United Methodist Church of Land O Lakes, FL believe that a church serves not only its membership family, but also the community of which it is a part. We desire to open our doors, literally and figuratively, in that spirit to individuals and groups whose requests have merit in terms of ministry and community service. The following policies have been written and approved by the Church Leadership Board in order to standardize and regulate the use of the building, grounds, and equipment of First United Methodist Church of Land O Lakes, FL.

For all those requesting use of these facilities, it is understood that First United Methodist Church of Land O Lakes, FL is a religious, not-for-profit, tax-exempt organization. It is further understood that the **Renter/User** will not conduct or allow to be conducted any program(s), or take or allow to be taken any actions that damage the image or undermine the principles and beliefs of First United Methodist Church of Land O Lakes, FL.

**II. GENERAL POLICIES, PROCEDURES AND REGULATIONS**

The following policies and procedures apply to all requests and contracts associated with the use of First United Methodist Church of Land O Lakes, FL’s facilities. As such, all **Renters/Users** must be familiar with and agree to abide by them as part of this contractual agreement with First United Methodist Church of Land O Lakes, FL. The Church Leadership Board has appointed the Facilities Manager and the Facilities Use Team with the responsibility to maintain this facility use policy and contract for use and act in the capacity to approval Facility Use request under this policy.

## A. POLICIES

1. Because of the large number of requests received and the possibility of added responsibilities required of staff and/or church volunteers, the approval of requests for facility use is the responsibility of the Facilities Use Team. Individuals cannot grant approval of requests or enter into contracts without that approval.
2. Requests and Contracts for facility use are designated into two categories:
  - a. Use by members/constituents (defined as someone whose name appears on the official church rolls as validated by the Church Office).
  - b. Use by community non-profit organizations (certificate of liability insurance *and* proof of 501(c) (3) status will be required).
3. The use of church facilities by for profit groups or individuals will not be approved.
4. Fundraising by any group or individual must indicate their intent on the Special Use Request Form to be approved by the Facilities Use Team and Department approval if needed.
5. Fee exempt event cancellations must be made at least 72 hours in advance by contacting the church office.

## B. PROCEDURES

All requests for use of First United Methodist Church of Land O Lakes, FL facilities must comply with the following:

1. All individuals or groups requesting use of the facilities must fill out a Facilities Use Request Form (**Addendum “A”**) and present that request to the church office no later than 45 days prior to the event.
2. If a group is granted permission to use church facilities, this completed Facilities Use Contract must be signed and must be on file with the Church Office with full payment of fees, fourteen (14) days prior to the event. If the **Renter/User** cancels the event less than 10 days prior to the event, they will forfeit 50% of their security deposit.
3. For any special requests or exceptions, please submit a Special Request Use Form (**Addendum “B”**) along with the ‘Facilities Use Request’ form (**Addendum “A”**). This requires additional written approval from the Facilities Use Team, and/or the Leadership Board and Staff.

## C. REGULATIONS REGARDING COVID-19 USAGE REQUIREMENTS

**\*\*If a request is approved and contracted, the following Covid-19 regulations apply;**

1. Renter/User agrees that, until expressly advised otherwise, it will operate consistent with the following protocols regarding the protection of its members, personnel, guests, and invitees, **Owners’** staff, members, and invitees, and the general public from the spread of COVID-19:
2. Prior to the Renter/User’s first use of the Facility, Renter/User must provide the Facilities Use Team with a signed Waiver of Liability and Hold Harmless Agreement, attached as Addendum “C” from each member, personnel or guest of Renter/User’s group and must ensure that waivers are obtained

from any future members at the time they join Renter/User's group utilizing the Facility, which must be immediately submitted to the Facility Management Team.

3. **Renter/User** shall require all of its **Members, Personnel and Guests** and other invitees (“**Guests**”) to be free from COVID-19 symptoms prior to entering upon **Owner's** premises and to immediately report suffering from any symptom related to COVID-19. Symptoms include fever of 100.4 F or higher, dry cough, shortness of breath, chills, loss of taste or smell, sore throat, or muscle aches, or any other symptom identified by the CDC as associated with COVID-19.
4. **Renter/User** shall require that any of its Members, Personnel or Guests reporting any symptom associated with COVID-19 must be symptom free for at least 72 hours before being permitted to enter upon **Owner's** premises and shall require that each Member, Personnel or Guest prior to each meeting or gathering, must fill out and sign the Medical Questionnaire attached as **Addendum “D”** to be submitted to the church office immediately following the meeting or gathering.
5. **Renter/User** shall require that, while on **Owner's** premises, all of **Renter/User's** Members, Personnel and Guests wear a mask or face covering or take such other personal protective measures as recommended by the CDC or consistent with other federal, state, or local requirements. **Renter/User** shall provide masks or other supplies necessary to comply with applicable guidelines.
6. **Renter/User** shall comply with any enhanced cleaning procedures of **Owner** and complete all specific daily cleaning and disinfecting tasks requested by **Owner** in connection with **Renter/User's** Type of Use in compliance with the “Specific Cleaning Instructions” listed on **Addendum “E”**. After each use, **Renter/User** shall also complete and sign the Checklist attached as **Addendum “I”** and place the completed check list in the pocket outside the office door in the hallway of the Spiritual Life Center.
7. **Renter/User** shall require its Members, Personnel and Guests to follow CDC recommended handwashing procedures regularly, throughout the day, using warm running water and rubbing with soap for at least 20 seconds, **including immediately after entering upon Owner's premises and before handling any food or drinks to be provided to others, only as approved by on a Special Use Form.**
8. **Renter/User** shall contact the Health Department if any of **Renter/User's** Members, Personnel or Guests contracts COVID-19, to obtain guidance regarding whether **Renter/User** may have to change or suspend its Type of Use on **Owner's** premises.
9. **Renter/User shall immediately notify the Owner at [office@lolumc.org](mailto:office@lolumc.org)** if **Renter/User** becomes aware that any of its Members, Personnel or Guests is, or has had contact with, an individual exhibiting symptoms associated with COVID-19, an individual who has been advised to self-isolate or quarantine, or an individual who has tested positive or is presumed positive for COVID-19, so that **Owner** may take all appropriate action, including, without limitation, changing or suspending **Renter/User's** use of **Owner's** premises in light of CDC, Health Department, DCF, or other applicable agency guidance.
10. **Renter/User** understands and acknowledges that in engaging in above-described Type of Use on **Owner's** premises, **Renter/User's** Members, Personnel and Guests may come into contact with children, families, employees, invitees, members, and other individuals who are also at risk of community exposure to COVID-19. **Renter/User** understands and acknowledges that no list of restrictions, guidelines, or practices will remove 100% of the risk of exposure to COVID-19 as the virus can be transmitted by persons who are asymptomatic and before some people show signs of

infection. **Renter/User** understands that it plays a crucial role in keeping everyone in the Facility safe and reducing the risk of exposure by following the practices outlined above.

**D. OTHER GENERAL REGULATIONS**

**\*\*If a request is approved and contracted, the following regulations also apply:**

1. There can be no conflict with church functions or activities, as church functions always take precedent. The Sanctuary is not available for use on Thursday nights or Saturdays, except for weddings and other events that have been approved by the Facilities Use Team, Staff, and/or Leadership Board.
2. Sanctuary must be vacated by 8:30 PM on Saturday to provide adequate time for Sunday morning worship preparation.
3. The use of alcohol or illegal drugs on the property is strictly prohibited. Smoking is prohibited inside all physical structures and is limited to designated smoking areas on church property.
4. **Renters/Users** agree to not bring firearms, firecrackers, or fireworks on to church property. Exemptions may be considered through 'Special Use Request Form' application.
5. The **Renter/User** agrees to provide supervision to the extent that activities are carried out in a safe and orderly manner for all areas defined as part of this agreement.
6. Anyone under the age of 18 and/or students are to be supervised at ALL times. It is the responsibility of the requesting group to have adequate child supervision for the event. The Church's Child/Youth Protection Policy must be followed during all events on Church property. For a copy of the Child/Youth Protection Policy, contact the Director of Family Ministries at office@lolumc.org. The Church's children's supplies and rooms (Nursery, 102,105, and 106) are NOT available for events. The Church does not provide childcare.
7. For security purposes, do not use any device to prop open any building entry door(s).
8. No fires will be allowed in or on the property without the written consent of the Facilities Use Team. **Renters/Users** wishing to use the Church fire pit must submit a 'Special Use Request Form' along with their 'Facilities Use Request Form.'
9. Use of motor vehicles will be limited to designated driveways and parking lot areas.
10. The **Renter/User** agrees to see that the Renter/User, its members, guests or invitees, damages no trees, shrubs or grass areas on the premises.
11. Temporary changes to the heating or air conditioning thermostat will be allowed. However, the **Renter/User** will return those changes to their original settings at the end of their event.
12. The use of office equipment (i.e. copiers, fax machines, computers, etc.) is NOT permitted.
13. No long-distance phone calls can be made from First United Methodist Church of Land O Lakes, FL phones. Any international calls of this nature must be collect calls. The Renter/User will pay for any call made during the use period of the contract and charged to First United Methodist Church of Land O Lakes, FL within 15 calendar days of being provided an invoice.

14. The **Renter/User** agrees to obtain the permission of First United Methodist Church of Land O Lakes, FL before moving any equipment or furniture provided by the Church. Set up and take down for the activity is the responsibility of the requesting group. Equipment and furnishings **MUST** be returned to their proper location and arranged accordingly.
15. The use of the “Sound Booth” in the Sanctuary is **NOT** permitted without submitting a ‘Special Use Request Form’ along with the Renter/User’s ‘Facilities Use Request Form.’ Both forms must be approved by the Facilities Use Team and the **Renter/User** must allow our technician to operate the equipment for a fee according to the Church’s approved fee schedule (see **Addendum “F”**). Otherwise, groups must provide their own audio/visual equipment.
16. The use of the Kitchen requires a Special Use Request Form (**Addendum “B”**) to be submitted along with the Renter/User’s Facilities Use Request Form (**Addendum “A”**). Once approved by the Facilities Use Team, the Renter/User shall provide adult supervision in the kitchen area and ensure that all equipment including but not limited to, sinks, stoves, cutlery, glasses, and dishes are appropriately cleaned and returned to their proper storage location.
17. Tacks, nails, pins, screws, tape, gum or duct (‘duck’) tape are not to be used to fasten decorations to the floors, chairs, walls, doors, windows, or any other furnishing within the church.
18. No animals, except for service animals, will be allowed inside any area of the facility unless the Facilities Use Team grants prior, specific, and written approval via a ‘Special Use Request Form.’
19. Before leaving the church premises, the **Renter/User** should: 1) Empty the trash; 2) Reset the thermostats; 3) Close and secure all windows; 4) Turn off all lights; and 5) Ensure all doors are locked.
20. No items may be stored on the campus without the approval of the Facilities Manager, who will obtain permission from the appropriate parties.
21. First United Methodist Church of Land O Lakes, FL assumes no liability for any items lost, misplaced or stolen on our campus.
22. Some campus buildings are secured with alarm systems. Emergency personnel will be dispatched if alarms are activated. Immediately notify the church office or Facilities Manager if any alarm is activated at office@lolumc.org.
23. The Renter/User agrees to ensure that the premises of First United Methodist Church of Land O Lakes, FL, its buildings, fixtures and furniture are left in the clean condition in which they were found and in compliance with the “Specific Cleaning Instructions” listed on **Addendum “E”**. This includes the rented space and other common areas. If additional custodial services are required, the Renter/User will be charged additional fees according to the cost incurred over and above the Church’s approved fee schedule (**See Addendum “F”**).
24. The **Renter/User** agrees that upon final inspection by First United Methodist Church of Land O Lakes, FL at the conclusion of the activity, the building, grounds, and/or fixtures are found to be damaged, they will be legally responsible for that damage for any cause whatsoever. The Renter/User further agrees that they will pay, within 30 days of being invoiced by the Church, for any damages arising out of their use of the rented facilities.
25. The **Renter/User** shall comply with all laws, rules, regulations and requirements of all governmental bodies (Federal, State, County or Municipal) during the contracted event and shall hold First United Methodist Church of Land O Lakes, FL harmless in all said matters including all

code enforcement violations caused by the **Renter/User**.

26. First United Methodist Church of Land O Lakes, FL may not be held responsible in any way whatsoever for any injury, loss of life, or property damage incurred in the building, on the grounds, or in the parking lot areas. The **Renter/User** assumes full responsibilities for such eventualities during the time they are at First United Methodist Church of Land O Lakes, FL. Any accident, either to person or property **MUST** be reported to the Church Office immediately. An Incident Report must be completed and submitted to the church at “office@lolumc.org” immediately (**Addendum “H”**).
27. **Renter/User** covenants and agrees that it will indemnify, defend and hold harmless **Owner** and the Florida Annual Conference of The United Methodist Church and all of their affiliated, related, or connected entities, including, without limitation, their Owners, trustees, directors, managers, bishops, district superintendents, pastors, ministers, volunteers, agents, attorneys, past and present supervisors, employees, members, and insurers from any and all claims, including, but not limited to, claims for illness, bodily injury or property damage, liabilities, losses, damages, fines, costs, fees, and expenses, including attorney’s fees and costs involving all lawsuits, appeals or pre-suit claims arising out of or in any way relating to the activities of the Renter/User upon the property of the **Owner**, whether due to the negligence on the part of the **Owner** or not, including without limitation claims of third parties for property damage or bodily injuries and any and all expenses or obligations including reasonable attorneys’ fees and costs.
28. If the **Renter/User** is required to produce a certificate of insurance, it shall cover the “Hold Harmless” clause and shall have endorsements of comprehensive public liability insurance issued by a company acceptable to First United Methodist Church of Land O Lakes, FL, having been obtained at the expense of the **Renter/User** and covering the period for which the agreement is in effect. The certificate shall name First United Methodist Church of Land O Lakes, FL as additional insured and provide limits of not less than the following: \$1,000,000 injury to any one person; \$1,000,000 total liability arising from any one accident; and \$1,000,000 arising from property damage. If required, a copy of this certificate **MUST** be attached to this Facilities Use Contract. Additionally, groups not affiliated with the church **MUST** provide a copy of tax form 501(c) (3). **Renter/User** further represents that the Certificate of Insurance delivered to **Owner** is in full force and effect and shall not be cancelled prior to the use of the aforementioned Facility. **Renter/User** agrees that its liability insurance policy will be primary in the event of a claim brought against the **Owner**. **Renter/User** covenants and warrants that its activities will be limited to the Type of Use specifically described above.
29. **Renter/User** agrees that all personal property placed or brought to the Facility of **Owner** by **Renter/User** or any of its participants, agents, or employees shall be done so at the risk of **Renter/User**. **Owner** shall not be liable for any loss or damage to said property located thereon for any reason whatsoever. **Renter/User** agrees and understands that **Owner** shall not carry liability, theft or fire insurance on said property to cover any of the **Renter/User**’s interests in such personal property.

#### **E. ANNOUNCEMENTS**

1. All notices and signage must be delivered to the church administrative office for review approval and posting.
2. Church communications policies govern the content and appropriateness of all postings on the campus. The church office shall take responsibility for proper display. Adhesive, tacks, pins, nails, tape or any similar device may not be placed on walls, floors, doors, windows or ceilings.
3. All requests for announcements (bulletin, e-news, verbal) are due via email to the church office by

noon Wednesday the week before information would be announced. It is the responsibility of the submitter to completely write out the verbiage for the announcement. Approval of verbal announcements is at the discretion of the church office and will be made based on timing, priorities and pertinence to the entire congregation. The office reserves the right to edit announcements as needed. Email announcements to [office@lolumc.org](mailto:office@lolumc.org).

## II. FACILITY USE BY CATEGORY/PURPOSE

In keeping with the original Statement of Purpose contained in this document, The Facilities Use Team has divided groups and individuals into the categories listed below. All categories must fill out a Facilities Use Request Form and be granted permission to use First United Methodist Church of Land O Lakes, FL facilities as outlined in this policy.

### A. Facility Use With Waiver Of Fees

1. Certain groups and non-profit organizations that provide a ministry and/or service to the First United Methodist Church of Land O Lakes, FL family will be granted permission to use church facilities at no cost. Such groups will be required to have on file both a Facilities Use Request Form and this Facilities Use Contract, signed by the proper authority, and to abide by all the policies and procedures as outlined in this Contract. Waiver of Fees can only be approved by the Facilities Use Team with the counsel of the Leadership Board, if necessary. Groups of this type include, but are not limited to, Scouting programs and 12-step Recovery Programs. The Facilities Use Team will consider all other requests on an as-submitted basis.
2. In the event of simple weddings involving a member of the church, with no expenditure of staff time and no extensive use of the facilities, the Facilities Use Team may waive all fees.

### B. Facility Use By Active Church Members Or Constituents

1. Church members or constituents may request and be granted permission to use the facilities for ministry events or meetings directly involving the church membership for up to three (3) hours at no charge and without a security deposit. The Renter/User is still required to request usage, abide by the regulations in Article II, must leave the facilities as found and is responsible for custodial services and damages if required.
2. **No later than July 31 of each year.** Church members or constituents may request and be granted permission to use the church facilities for non-ministerial meetings and not-for-profit gatherings. If granted approval, a charge will be assessed in accordance with **Addendum "F"** and a new Facilities Use Contract must be signed. Payment in full will be due with the signing of the contract. Under this clause, the primary user, teacher or leader must be a First United Methodist Church of Land O Lakes, FL member or active constituent.

### C. Facility Use-Renewal Of Contract

Events that occur on a regular basis will be under contract. Each new request will be reviewed by the Facilities Use Team for renewal or cancellation depending on facility availability. The final interpretation of whether a request for facility use by a user falls under Article III B1 (ministerial/service) or Article III B2 (general meetings) is the decision of the Facilities Use Team and Senior Pastor.

#### **D. Weddings & Funerals**

1. Couples wishing to have their wedding ceremony performed at First United Methodist Church of Land O Lakes, FL must submit a Facilities Use Request Form (**Addendum “A”**) to be approved by the Facilities Use Team and complete and sign this Facilities Use Contract. They must also submit a Wedding Application (**Addendum “G”**). These forms must be submitted no less than 60 days prior to the date of the ceremony.
2. Wedding use fees are outlined in **Addendum “F”** and may vary depending on the circumstances of the ceremony.
3. The decision to perform wedding ceremonies is the right and responsibility of the Pastor, in accordance with the laws of the State of Florida and the United Methodist Church. All plans should be approved by the Pastor. The Pastor’s “due counsel with the parties involved” prior to marriage, as mandated in the Book of Discipline, includes premarital counseling and discussing and planning the service with them. Any leadership roles taken by other clergy should be at the invitation of the Pastor of the church where the service is held.
4. Funerals will be performed at the discretion of the pastor.

#### **IV: MISCELLANEOUS PROVISIONS:**

- A. Termination of Agreement:** Except as otherwise expressly provided herein, in the event of a safety or other hazard caused by the Renter/User, the Owner may terminate this agreement by immediate verbal notice of termination, followed by written notice within 7 calendar days.
- B. Survival of Terms:** The terms of this Agreement shall survive the termination of **Renter/User’s** use of **Owner’s** Facility
- C. Successors or Assigns:** This Agreement shall be binding on **Renter/User’s** successors, assigns, or heirs, and run in favor of **Owner’s** successors and assigns.
- D. Severance Clause:** Should any provision of this Agreement be declared or be determined by any Court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term or provision shall be deemed not to be a part of this Agreement.
- E. Attorney Fees and Costs:** In the event of a dispute regarding this Facilities Use Contract, the prevailing party shall be awarded attorney fees and costs.

#### **V: FURTHER REPRESENTATIONS:**

- A.** I the undersigned state the activity and organization described above and, in the Facilities, Use Request Form is non-commercial and not-for-profit.
- B.** I the undersigned received, have read, understand and will abide by the procedures, policies and regulations of this the First United Methodist Church of Land O Lakes, FL Facilities Use Contract.
- C.** I the undersigned will see to it that any member, participant, guest or invitee to this event is made aware of the First United Methodist Church of Land O Lakes, FL terms of the procedures, policies and regulations of this Facilities Use Contract and will see that they are adhered to
- D.** I the undersigned will use the premises for the purpose of \_\_\_\_\_ and no other purpose.

The term of this agreement shall be for \_\_\_\_\_(term), commencing on \_\_\_\_\_(date).  
The defined premises will be used on the following days \_\_\_\_\_between the hours of  
\_\_\_\_\_am/pm and \_\_\_\_\_am/pm.

E. The total fee for use of the facility (**per Addendum "F"**) is \_\_\_\_\_, including a refundable security deposit of \$

**\*\*The total fee is due and payable upon submission of the contract.**

F. Category:            Waiver of Fees            Member            Active Constituent

G. Janitorial Fees: \_\_\_\_\_

**IN WITNESS WHEREOF**, the **Renter/User** hereby acknowledges and agrees to abide by the terms of the foregoing **Contract for Use of Facilities of The First United Methodist Church of Land O Lakes, FL**. this day of \_\_\_\_\_ 2020.

**Renter/User Signature** \_\_\_\_\_

**Capacity:** \_\_\_\_\_

Organization (Print) \_\_\_\_\_

First United Methodist Church of Land O Lakes, FL Signature \_\_\_\_\_

\*A payment of \$ \_\_\_\_\_ was submitted with this contract.

**Office Use Only:**

Date of Contract \_\_\_\_\_            Duration of Contract \_\_\_\_\_

Facility Fees: \_\_\_\_\_            Janitorial Fees \_\_\_\_\_