**FACILITIES USE AGREEMENT TEMPLATE**

**(Short-term lease)**

This Facilities Use Agreement Template anticipates a congregation’s need to lease its real property: (a) for a specific event; (b) for a series of events on separate dates; or (c) for a continuous use for a period of less than one full year. To be clear, any use or rental of a congregation’s real property or other property by a person or organization other than the congregation constitutes a lease whether by oral agreement or written document whether the document is labelled a Facilities Use Agreement, Rental Agreement, Event Agreement, or other similar term.

With respect to leasing church real property, the *Book of Order*, Section 4.0206(b) provides, “A congregation shall not lease its real property used for purposes of worship, or lease for more than five years any of its other real property, without the written permission of the presbytery transmitted through the session of the congregation.”

The Presbytery of the Twin Cities Area (“Presbytery”) has delegated this lease approval responsibility to its Board of Trustees (“BOT”). *Rather than require congregations to seek BOT permission for every worship space lease for specific events or for leases lasting less than a yea***r,** the BOT has authorized congregations to execute such leases without BOT approval, *provided* this Facilities Use Template is used, including its Exhibit A: Church Property Use Policies.

*Leases of worship space lasting one year or more, or leases of a congregation’s other real property for five years or more must use the Board of Trustees Lease Template (Long-Term Lease Template),* be reviewed by the Presbytery’s legal counsel, and be approved by the Board of Trustees.

As to the following document, no template can anticipate all the circumstances of specific lease, so congregations should consult the BOT (or their own legal counsel) for assistance when entering into a Facilities Use Agreement. When asked, the BOT will endeavor to find pro bono legal assistance for a church entering into a Facilities Use Agreement.

This template contains both language to be used in an actual Facilities Use Agreement and instructions [IN ALL CAPITALS] for filling in the needed information. Obviously, all the instructions should be deleted when preparing an actual Facilities Use Agreement.

If you have any questions about using the template, please call the Presbytery office at

**FACILITIES USE AGREEMENT**

# Agreement & Parties

This *Facilities Use Agreement* is made and entered into this \_\_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_20\_\_\_, whereby the\_\_[INSERT LEGAL NAME OF THE CHURCH]\_\_ (“**Church**”) agrees to lease the Facilities specified below to \_\_[INSERT LEGAL NAME OF ORGANIZATION HOLDING EVENT]\_\_ (“**Organization**”), for the Term specified below, and the Organization agrees to use the Facilities pursuant to the following Agreement Provisions (collectively, this “**Agreement**”). The Church and the Organization are individually referred to as a “**Party**”, and collectively, they are referred to as “**Parties**.”

# Consideration

The Parties mutually acknowledge that the agreements, assumptions, conditions, covenants, indemnities, limitations, promises, provisions, obligations, recitals, requirements, warranties, and other terms of this Agreement (collectively, **“Agreement Provisions**”) constitute sufficient consideration.

# No Endorsement

Use of the Facilities does not constitute endorsement by the Church of the Organization using the Facilities, its principles or its activities. The Organization must not use the Church name to indicate endorsement or sponsorship but may use the Church name to indicate the place of the event(s).

# Facilities To Be Used

The Organization may occupy the Church spaces and use the Church equipment and improvements described below (collectively “**Facilities**’) for the type of use and Term specified below.

## Type Of Use

The Organization will use the Facilities for \_\_\_\_\_\_\_\_\_\_\_\_.

[IF AN EVENT, INSERT THE EVENT NAME AND DESCRIPTION; IF A LEASE, INSERT A DESCRIPTION OF THE USE OR USES TO BE MADE.]

## Term

The Organization may occupy the Facilities for \_\_\_\_\_\_\_\_\_\_\_\_ (“**Term**”).

[IF AN EVENT, INSERT THE DATE AND THE SPECIFIC TIMES THE ORGANIZATION WILL BEGIN AND END ITS USE. IF AN EVENT, THE BEGINNING AND ENDING TIMES WILL LIKELY NOT BE THE SAME AS THE ACTUAL EVENT TIMES BECAUSE THE ORGANIZATION WILL NEED TO THE FACILITIES BOTH BEFORE AND AFTER THE ACTUAL EVENT TIMES. SPECIFY THE USE TIMES, NOT THE EVENT TIMES. ALSO, IF THE ORGANIZATION WILL HOLD SEVERAL EVENTS ON DIFFERENT DATES AND/OR TIMES, SPECIFY EACH DATE AND THE ASSOCIATED BEGINNING AND ENDING TIMES.]

[IF A LEASE, INSERT THE BEGINNING AND ENDING DATES, AND THE TERM MUST BE LESS THAN ONE YEAR. FOR TERMS OF ONE YEAR OR MORE, USE THE BOT LEASE TEMPLATE.]

## Spaces To Be Used

The Organization may occupy the following Church rooms: \_\_\_\_\_\_\_\_\_\_\_\_ as shown on Exhibit B: Church Floor Map.

[INSERT NAMES OF THE SPECIFIC ROOMS WHICH WILL BE USED AND WHETHER THE USE IS EXCLUSIVE , THAT IS THE ORGANIZATION WILL HAVE THE EXCLUSIVE USE OF THE SPACE, OR SHARED. IF SHARED, SPECIFY THE DAYS AND TIMES WHEN THE ORGANIZATION GETS TO USE THE ROOMS AND STATE THE CHURCH WILL USE THEM AT ALL OTHER TIMES. ADD A FLOOR MAP WITH ROOM NAMES IF AVAILABLE TO AVOID CONFUSION.]

## Support Space To Be Used

The Organization may also occupy the following Church rooms to support its use: \_\_\_\_\_\_\_\_\_\_\_\_.

[IF OTHER CHURCH SPACES WILL BE USED, USUALLY A SHARED USE, FOR EXAMPLE THE CHURCH KITCHEN, INSERT THEM HERE AND SPECIFY THE TIMES THEY MAY BE USED BY THE ORGANIZATION AND STATE THE CHURCH WILL USE THEM AT ALL OTHER TIMES TO AVOID CONFLICTS WITH CHURCH USE.]

## Common Space To Be Used

When it is occupying the Facilities, the Organization may use the Church common Spaces except: \_\_\_\_\_\_\_\_\_\_\_\_.

[INSERT THE NAMES OR DESCRIPTIONS OF COMMON SPACES THAT CANNOT BE USED BY THE ORGANIZATION. COMMON SPACES TYPICALLY INCLUDE CORRIDORS, ENTRANCE AND EXIT AREAS, LANDSCAPED AREAS, LOADING AND UNLOADING AREAS, RESTROOMS, ROADWAYS, SIDEWALKS, SOLID WASTE AND TRASH AREAS, STAIRS, WALKWAYS, WALKS, AND FACILITIES SUCH AS DRINKING FOUNTAINS, TOILETS, AND WASH TUBS]

## Equipment To Be Used

The Organization may use the following Church equipment: \_\_\_\_\_\_\_\_\_\_\_\_.

[LIST THE CHURCH EQUIPMENT THAT WILL BE USED BY THE ORGANIZATION AND WHEN IT MAY BE USED AND STATE THE CHURCH WILL IT AT ALL OTHER TIMES.]

## Parking To Be Used

The Organization may use the follow Church parking: \_\_\_\_\_\_\_\_\_\_\_.

[SPECIFY THE PARKING SPACES OR AREAS THAT MAY BE USED AND WHEN; FOR EXAMPLE, THE CHURCH PR0BABLY WANTS NO PARKING USE BY THE ORGANIZATION ON SUNDAYS OR OTHER TIMES WHEN REGULAR CHURCH EVENTS ARE SCHEDULED.]

# Fees And Payment

The Organization will pay the Church the following fees for the Church spaces occupied and the use of Church equipment, church parking, and other improvements.

## Fee For Spaces Uses

The Organization will pay the Church $\_\_\_\_\_\_\_\_\_\_\_\_ for the Church spaces occupied.

[IF AN EVENT, SPECIFY THE FEE FOR THE EVENT; IF A LEASE SPECIFY THE TOTAL LEASE FEE TO BE PAID.]

## Support Space Fee

The Organization will pay the Church $\_\_\_\_\_\_\_\_\_\_\_\_ for the Church support space occupied.

[IF THERE IS AN ADDITIONAL FEE FOR THE “SUPPORT SPACE,” SPECIFY THE FEE FOR THE EVEN IF FOR AN EVENT; OR FOR THE LEASE PERIOD IF FOR A LEASE.]

## Equipment Fee

The Organization will pay the Church $\_\_\_\_\_\_\_\_\_\_\_\_ for the Church equipment used.

[SPECIFY THE FEE FOR ALL EQUIPMENT USED FOR THE EVENT IF AN EVENT, OR DURING THE LEASE PERIOD IF A LEASE.]

## Parking Charge

The fee for the Church parking to be used is $\_\_\_\_\_\_\_\_\_\_.

[SPECIFY THE FEE FOR THE PARKING TO BE USED FOR THE EVENT IF AN EVENT OR DURING THE LEASE PERIOD IF A LEASE.]

## Total Fee

The total fee payable to the Church is $\_\_\_\_\_\_\_\_\_\_\_\_ (“**Total Fee**”).

[ADD THE VARIOUS FEES AND INSERT THE TOTAL FEE PAYABLE HERE FOR AN EVENT IF FOR AN EVENT OR FOR THE LEASE PERIOD IF A LEASE.]

## Payment

[IF FOR AN EVENT, USE THE FOLLOWING LANGUAGE.]

The Organization will pay the Total Fee to the Church at the Church’s notice address as follows:

1. A down payment of $\_\_\_\_\_\_\_\_\_\_\_\_ [INSERT THE DOWN PAYMENT HERE] within seven days after receiving notice that this Agreement has been fully executed. The notice must include an executed original of this Agreement; and
2. The balance of $\_\_\_\_\_\_\_\_\_\_\_\_ [INSERT THE REMAINDER OF THE TOTAL FEE HERE.] at least 30 days before the event.

[IF FOR A LEASE, USE THE FOLLOWING LANGUAGE.]

The Organization will pay the Total Fee in monthly installments of $\_\_\_\_\_\_\_\_\_\_\_\_ [INSERT THE MONTHLY AMOUNT HERE.] to the Church Commencing on \_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_. Each payment will be due on the \_\_\_\_ day of the month [INSERT THE CHURCH’S PREFERRED PAYMENT DATE.] at the Church’s notice address.

# Church Policies And Regulations

This Agreement and use of the Facilities is subject to the Church’s property policies and regulations attached to this Agreement as Exhibit A: Church Property Use Policies. The Organization agrees that these Policies must be strictly observed and accepts entire responsibility for the enforcement thereof in connection with its use of the Facilities pursuant to this Agreement.

# Organization Responsible For Damage Or Injury

The Organization will pay for any damage done to the Facilities, the Church building, the Church property and improvements, or the property of others and for any injury to or the death of the Church’s agents, employees, guests, invitees, members, Ministers of Word and Sacrament, officers, representatives, or for any injury to or death of others or damage to their property arising out of or in any way connected with the Organization’s use of the Facilities pursuant to this Agreement.

# Indemnification

The Organization agrees to fully defend, hold harmless, indemnify, and save the Church, its agents, employees, guests, invitees, members, Ministers of Word and Sacrament, officers, and representatives from and against all actions, claims, causes of action, damages, expenses, losses, or other liabilities whatsoever, including without limitation reasonable attorney’s fees and costs, court costs, and other costs of defense, arising out of or in any way connected with the Organization’s use of the Facilities pursuant to this Agreement.

# Insurance

## Type And Amount Of Insurance

The Organization will at its expense maintain comprehensive general liability insurance, which policy will include coverage for bodily injury, contractual liability, independent contractors, property damage, and personal injury. The Organization will maintain a combined policy limit of at least $1,000,000 applying to bodily injury personal liability, and property damage. The Church will be named as an additional insured under all such policies.

## Evidence Of Insurance

At least two weeks prior to entry on the Facilities, the Organization will deliver to the Church an updated Certificate of Insurance showing that the insurance required under this Agreement is in full force and effect. The Certificate will be signed by a party authorized to bind the insurer, will authorize the Church to relay thereon, and will contain sufficient information to enable the Church to determine whether the Organization’s insurance complies with the requirements of this Agreement.

# Needs Of Church Come First

The Organization understands that the needs of the Church must first be served. The Church reserves the right to revoke permission to use the Facilities or to substitute other Church spaces, support spaces, equipment, parking, or other improvements any, and in the event of such action, there will be no claim or right to damages. Notwithstanding the above, the Church will provide at least 15 days prior notice of the change of circumstances, will provide an alternative, or will reimburse the Organization for all Fees already paid if the substitution is not acceptable to the Organization.

# Cancellation

Either Party may cancel this Agreement upon 30-days’ notice.

# Notices

## Written Notice Required

Any approval, consent, demand, election, notice, request, waiver, or other communication that any Party is required to give, or is provided may be given, in this Agreement must be in writing and must be directed as follows:

1. To Church:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Church

Attn: Clerk of Session

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. To Organization:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

## How Notices May Be Delivered

Notices may be:

1. Delivered personally;
2. Sent by nationally recognized overnight courier; or
3. Sent by first class, certified United States Mail, return receipt requested, postage prepaid.

## When Notices Are Effective

Notices are effective:

1. On delivery if delivered personally;
2. On the next business day if sent by nationally recognized overnight courier; or
3. On the date shown on the return receipt if mailed, unless delivery is refused or delayed by the addressee or the notice address is not current, in which event they are deemed delivered on the third business day following deposit in the United StatesMail.

## Notice Refused Or Cannot Be Delivered

Refusal to accept a notice or the inability to deliver a notice because the addressee has not informed the sender of a change in address or because addressee has not maintained a mailing address will not defeat or delay the notice or its effective date.

## Change In Notice Address

Either Party may change the address to which notice must be delivered by notice given to both Parties. Neither Party may be required to deliver notice to more than two addresses.

# Miscellaneous

## Entire Agreement, Amendment, And Waiver

This Agreement sets forth the Parties' entire agreement with respect to this Agreement and supersedes all prior agreements, discussions, negotiations, promises, and understandings, oral or written, relating to this subject matter, all of which are merged in this Agreement. This Agreement may be amended, changed, discharged, terminated, or waived only by an instrument in writing signed by the Grantor and Grantee.

## Captions, Gender, Number, And Language Of Inclusion

The section headings in this Agreement are for convenience of reference only and do not define, limit, or prescribe the scope or intent of any Provision. Where appropriate in this Agreement, the singular includes the plural and vice versa, and the masculine, feminine, and neuter adjectives include one another.

## Law

This Agreement will be construed and enforced in accord with the laws of the State of Minnesota.

## Severable Provisions

Each Provision, sentence, clause, phrase, and word of this Agreement is intended to be severable. If any Provision, sentence, clause, phrase, or word hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity will not affect the validity of the remainder of this Agreement.

## Strict Construction Rule

The strict construction rule does not apply to this Agreement. This Agreement will not be interpreted in favor or against the Grantor or Grantee merely because of their respective efforts in preparing or modifying it.

## Successors And Assigns

This Facilities Agreement will be binding upon, inure to the benefit of, and be enforceable by the respective Parties' successors and assigns.

# Execution

Church and Organization have executed this Agreement on the dates shown below to be effective on the date in Section 1.

[SIGNATURE PAGES FOLLOW]

**SIGNATURE PAGE FOR CHURCH**

**CHURCH:**

**\_\_[INSERT CHURCH’S LEGAL NAME IN BOLD]\_\_**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Signature]

Name Printed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_

**SIGNATURE PAGE FOR ORGANIZATION**

**ORGANIZATION:**

**\_\_[INSET ORGANIZATION’S LEGAL NAME IN BOLD]\_\_**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Signature]

Name Printed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_

**Exhibit A: Church Property Use Policies**

The following Church Property Use Policies (“**Policies**”) have been adopted by the Church’s Session. The general purpose of these Policies is to invite and welcome a wide variety of users into our facility for their benefit and the Church’s. Anyone who uses the Church building, its personal and real property, and/or its improvements (collectively “**Church Property**”) must observe these policies. This applies to all organizations and persons using the Church Property (collectively “**Users**”) no matter by what authority they use the Church Property – Event Facilities Agreement, Lease, or other agreement (collectively “**Agreement**”). Any violation could result in loss of the right to use the Church Property and/or termination of the User’s Agreement.

1. All events held on Church Property will be approved by the appropriate Church staff person and will be subject to the terms of a n Agreement.
2. A User will have access only to the Church Property specified in their Agreement.
3. Church Property users will respect the Church Property and cooperate with the Church’s staff and others using the Church Property.
4. Use of the Church Property will reflect the broad interest of the Church to partner with the community to support non-profits, cultural organizations, civic groups, religious gatherings, private events, and other functions that do not run counter to the Church’s mission and commitments.
5. Groups advocating policies contrary to the Church’s stated commitments, including but not limited to its positions on inclusiveness of LGBTQIA+ community members, individuals who are Black, Native American, Asian American ,and Pacific Islander, and persons who are immigrants or refugees, may not use the Church Property to promote such policies.
6. There will be no events that include gambling or gaming.
7. There will be no events that include or feature firearms or that promote the use of weapons. No firearms are allowed on the Church Property expressly approved in an Agreement or authorized in writing by Church staff.
8. There will be no events that involve the use of alcoholic beverages.

[IF THE CHURCH WISHES TO ALLOW THE USE OF ALCOHOLIC BEVERAGES IT SHOULD ADOPT A POLICY AND CHANGE THIS PROVISION ACCORDINGLY.]

1. No illegal drugs or other controlled substances may be used on the Church Property.
2. No events will be allowed that feature sexually explicit material or subject matter, except for educational purposes approved by Church staff.
3. No pets (except service dogs) are permitted.
4. Rooms should be left in the same condition in which found upon arrival with solid waste placed in the appropriate containers provided.
5. Food brought in for casual event (pastries, box lunches, etc.) will be allowed. However, the User must clean up the food and associated waste prior to leaving the Church Property.
6. Any damage to the Church Property beyond normal wear or any excessive cleaning resulting from the User’s occupancy will be assessed and charged to the User.
7. The Church is not responsible for theft or damage to any vehicles parked on Church Property or for personal property left in vehicles that is lost, damaged, stolen, or destroyed.
8. Children under the age of 18 years of age must be supervised by an adult or adults at all times. User swill adhere to the Church’s Child Safety Policy for adult to child ratios

Questions about these policies should be directed to the Church staff.

These Policies will be reviewed regularly and may be changed by the Church in its sole discretion.