



SSUMC Facility Rental Agreement

SECTION 1 RENTAL AGREEMENT

1.1 Premises. Subject to the terms of this Agreement, SSUMC hereby grants to the Renter, and the Renter hereby accepts on the terms set forth herein, the temporary use of the defined space for the event described below, known as "Event."

1.2 Renter's Code of Conduct. The Renter's activities or behavior that conflict with the mission and doctrines of SSUMC are not allowed in any portion of the Premises. Individual or group use of profanity, alcohol or drug use, firearms, fireworks, smoking apparatuses, abuse of furniture or equipment, or disregard of any contractual agreements will result in immediate dismissal from the property. No future rentals to this individual or group will be considered, and rental fees will not be refunded.

SECTION 2 RENTAL FEES

2.1 Reservation Fees. The Reservation Fee is an amount equal to fifty percent (50%) of the Total Rental Fees, as specified in the Facility Use Fee Schedule, and is payable within five (5) business days after the date upon which a reservation is first confirmed by the Renter. The Reservation Fee shall be credited in full toward the Total Rental Fees. The Reservation Fee, less a twenty percent (20%) administration charge in the event of a cancellation, is refundable only if the Renter cancels the reservation, or requests a new Event date, more than thirty (30) days before the scheduled Event date. Any additional charges incurred and billed against the Facility Rental Agreement are due immediately upon presentation. If the Renter cancels the reservation or requests a new event date within thirty (30) days before the Event date, the Reservation Fee shall be forfeited in its entirety. In its sole discretion, SSUMC may cancel a reservation if all fees have not been paid within 30 days before the Event.

2.2 Rental Fees. The Total Rental Fees are calculated for the time specified in the Facility Use Fee Schedule and are subject to increases as subject to modification if the goods or services later requested or used by the Renter exceed the quantity upon which such estimate was based. SSUMC may cancel the Agreement in the event of any failure to pay fees due hereunder on or before the date due.

2.3 Force Majeure. If, for reasons beyond its effective control, SSUMC is prevented from delivering the Premises or any negotiated ancillary services to the Renter on the date originally scheduled, SSUMC shall make every reasonable effort to deliver the Premises and such ancillary services to the Renter, without extra charge, on an alternate date of the Renter's choosing. If the Renter does not select an alternate date (which is reasonably acceptable to SSUMC) within ten (10) days after being notified of such problem, the Renter shall cancel this Agreement, in which case SSUMC shall refund to the Renter all sums deposited but shall have no other responsibility or financial liability to the Renter.

SECTION 3: USE OF PREMISES

3.1 Permitted Uses. Renter shall use the Premises solely for public gathering purposes and for any other uses specified in this agreement. The Renter shall, at their own cost and expense, obtain all licenses and permits necessary for any such use. The Renter shall not permit anything to be done in or about the Premises that may render the insurance void or increase the insurance risk thereon. If an increase in any fire and extended coverage insurance premiums paid by SSUMC for the Premises is caused by the Renter's use and occupancy of the Premises, then the Renter shall pay as additional fees the amount of such increase to SSUMC. The Renter acknowledges that alcohol, drugs, weapons, smoking devices of any kind, abuse of furniture and equipment, or disregard of any contractual agreements are strictly prohibited on the Premises.

The Renter agrees to abide by the rules and policies set forth in the Facility Rental Agreement, Facility Use Fee Schedule, Kitchen Use Checklist, and other fees as attached hereto, each of which is available at SSUMC's location.

3.2 Compliance with Laws. Renter shall be responsible for obtaining any applicable local, state, and federal permits required for the Renter to engage in the permitted use of the Premises. Renter shall not use the Premises in any way (or permit or allow anything to be done in or about the same) which will conflict with any law, statute, ordinance, governmental rule or regulation, or any covenant, condition, or restriction affecting the Premises, now in force or which may hereafter be enacted or promulgated. The Renter shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances, governmental rules, and regulations. The Renter agrees to fully indemnify SSUMC against any liability, claims, or damages arising because of a breach of the provisions of this Section 3.2 by the Renter, and against all costs, expenses, fines, or other charges arising therefrom, including, without limitation, reasonable attorneys' fees and related costs incurred by SSUMC in connection therewith.

3.3 Supervision of Event. The Renter is solely responsible for the supervision of the Event. The Renter acknowledges that SSUMC disclaims any duty on its part to supervise the Event or the Premises during the Renter's Event. Any person or persons whose behavior interferes with the Church's functions will be asked to leave the Premises. Objectionable activities or behavior may result in the Renter being required to terminate the Event and leave the Premises. In such circumstances, SSUMC will not give refunds in any amount to the Renter. The determination of interfering behavior or objectionable activities and behavior is within the sole discretion of SSUMC.

3.4 Scheduling of Event. The Renter understands and acknowledges that SSUMC is a Church congregation and that Church activities will take priority over this Agreement. SSUMC will attempt to accommodate with room(s) requested, but the Renter recognizes and agrees that the needs of the Church come first, and room assignments may be adjusted accordingly.

3.5 Scheduling and Setup Details.

3.5.1 Rental Requests from non-church groups or individuals cannot be approved and placed on the church calendar more than 12 months before the Event, except for weddings.

3.5.2 Renter agrees to use only the room(s) contracted for and do so safely and prudently.

3.5.3 SSUMC reserves the right to move any activity/program to other room(s) within the Church if it becomes necessary to do so. The Senior Pastor and Office Administrator will decide if this is necessary and notify the Renter within 24 hours of that decision.

3.5.4 Set-up requirements shall be submitted when an Event is scheduled, and the Facility Rental Contract is signed. Changes by the Renter shall be reported to the Office Administrator as early as possible.

3.5.5 Time for setup and cleanup must be included in the paid reservation time.

3.6 Facilities and Equipment Use Details

3.6.1 The Renter must gain prior approval for the use of any electrical equipment not specifically supplied or operated by the church, including but not limited to, electrical lighting, heating elements, or motors. The use of fuel-generated lighting or candles also requires prior approval.

3.6.2 The Renter agrees to accept responsibility for:

3.6.2.1 Repair of any damage to the facilities or property

3.6.2.2 Injury, including death to persons

3.6.2.3 Any loss or damage to any property belonging to the Renter and Renter's group on Premises.

3.6.3 Unless otherwise stated in this Renter Agreement, any supplies, food items, equipment or other paraphernalia left on the church premises will become the property of the Church at the end of the Event. SSUMC will not provide storage space for any Renter.

3.6.4 Emergencies during the Renter's Event: The church does not provide an on-site representative during the renter's Event. The Renter will have a predetermined course of action in case of a security or medical issue. The Renter will hold the church blameless for such situations arising during facility use. Use of facility First Aid Kit(s) and AED is allowed.

3.6.5 SSUMC does not allow decorations on the walls, floors, or ceiling that use tape, pins, staples, or nails. Candles where the flames are contained (i.e. globes, cup candles, etc.) may be used in the Fellowship Hall. All other uses of candles are prohibited. The use of helium-filled balloons is an option only in the Fellowship Hall.

3.6.6 Church belongings are not to be used for the Event or removed from the Premises, nor are they to be moved from one room to another, unless specified in the Facility Rental Agreement. Review 4.0 Rental fees for such needs.

3.6.7 Insurance guidelines prohibit the blocking of any hallway or exit.

3.6.8 The Facility Scheduler shall notify the Kitchen Team Chair when a renter will be using either kitchen. The appropriate Kitchen Use Checklist will be included in the Facility Rental Agreement as needed.

SECTION 4 CONDITION OF PREMISES: MAINTENANCE AND REPAIRS

4.1 Existing Condition of Premises. The Renter has inspected the Premises and agrees to accept the use of the Premises in their "as is" condition, with all faults and shortcomings, and without warranty, express or implied. The Renter agrees that SSUMC shall not be held responsible for any damage to the Renter's property, or any inconvenience or damage to the Renter's right of occupancy, caused directly or indirectly by the condition of the Premises. The Renter acknowledges that an inspection of the premises will be made to ascertain that the Premises are in good and safe condition for the use contemplated hereunder.

4.2 Renter's Obligations. The Renter shall keep the Premises in good condition and repair. After the Event, the Renter shall leave the Premises in at least as good a condition, state of repair, and cleanliness as existed upon delivery of the Premises to the Renter. The Renter shall, at their sole cost and expense, make all repairs and replacements that SSUMC, in its sole discretion, deems reasonably necessary to ensure Licensee's compliance with these obligations. Use of some Church equipment is not allowed.

4.3 SSUMC Right to Make Repairs. If the Renter fails to leave the Premises in good and sanitary order, condition, and repair as required by this Agreement, then, without the requirement of prior notification to the Renter, SSUMC shall have the right to do such acts at the expense of the Renter as are required to place the Premises in good, safe, and sanitary order, condition, and repair. Any amount so expended by SSUMC shall be paid by the Renter promptly upon demand as additional use fees.

SECTION 5 RENTER'S INSURANCE

5.1 Required Insurance. The Renter shall procure and pay for the following insurance and shall provide appropriate insurance certificates and endorsements to SSUMC, showing SSUMC as an additional insured, at least thirty (30) days before the date of the Event.

5.1.1 Commercial General Liability Insurance (or Personal Liability Insurance if the Renter is an individual) for not less than one million dollars (\$1,000,000) for each occurrence, naming SSUMC as an additional insured by separate endorsement attached to the certificate of insurance. The Renter's insurance is to be primary to and

without the right of contribution from any insurance maintained by SSUMC. Coverage applies to (A) the Event conducted by the Renter and on the Premises, including the grounds and any parking facilities, (B) operations of independent contractors engaged by the Renter for services on or about the Premises, and (C) contractual liability; and

5.1.2 Such other insurance as SSUMC deems reasonably necessary considering the nature of the proposed Event.

5.1.3 If the Renter needs assistance in procuring the appropriate insurance, insurance certificates, endorsements, or other such insurance as SSUMC deems reasonably necessary, the Renter may be directed to their personal insurance agent who can usually easily assist with procuring the necessary documents.

5.2 Terms of Insurance. Each insurance policy obtained by the Renter pursuant to this Agreement shall (A) contain a clause that the insurer will provide SSUMC with at least thirty (30) days prior written notice of any material change, non-renewal, or cancellation of the policy, (B) shall be in a form satisfactory to SSUMC and (C) shall be taken out with an insurance company authorized to do business in the State of New Mexico and rated not less than Best's Financial Class VIII and Best's Policy Holder Rating "A". Failure to procure such insurance and/or to make timely delivery of such certificates of insurance shall entitle SSUMC to cancel the Event. In such circumstances, the Event shall be deemed canceled by the Renter for the purpose of determining what sums are owing to SSUMC pursuant to Section 2 above.

SECTION 6 INDEMNITY

6.1 Renter's Obligation. The Renter agrees to indemnify, defend, and hold SSUMC and its Senior Pastor, staff, administrators, ministers, volunteers, insurance companies, agents and representatives, officers, trustees, and employees entirely harmless from and against all liabilities, losses, demands, actions, expenses or claims, including reasonable attorneys' fees and court costs, for injury or death of any person or damages to any property or for violation of law arising out of or in a manner connected with (i) the use, occupancy or enjoyment of the Premises by the Renter or the Renter's agents, or any work, activity or other things allowed or suffered by the Renter or the Renter's agents to be done in or about the Premises (ii) any act or failure to act, whether negligent or otherwise tortious, by the Renter or the Renter's agents in or about the Premises.

6.2 Limitation on SSUMC's Liability. The Renter agrees that SSUMC and its Senior Pastor, staff, administrators, ministers, volunteers, officers, trustees, and employees, assume no liability whatsoever for any death, injury, theft, damage, or other loss to persons or property arising out of, or in connection with Renter's use of the Premises, except to the extent that such death, injury, damage, or other loss shall result from the sole negligence of such persons. In no event shall SSUMC be obligated to pay to the Renter damages more than the aggregate amount of any payments made to SSUMC by the Renter under this Agreement.

SECTION 7 GENERAL

7.1 Attorneys' Fees: The Renter shall pay to SSUMC all amounts for costs and expenses, including, but not limited to, reasonable attorney's fees and amounts paid to any collection agency, incurred by SSUMC in connection with any breach or default by the Renter under this Agreement or incurred to enforce or interpret the terms or provisions of this Agreement.

7.2 Publicity: The Renter shall not use the name "St. Stephen's United Methodist Church" as the sponsoring organization in any advertising or promotional literature except for purposes of identifying the Event location.