

FACILITY USE AGREEMENT FOR EPWORTH UNITED METHODIST CHURCH

This Agreement is made on Friday, November 19th, 2021, by and between Epworth United Methodist Church, a Montana nonprofit corporation, herein called "Church," and the Flathead County Library System, an agency of Flathead County, Montana, herein called "User." Church hereby agrees to allow User to use the Van de Mark fellowship hall, herein called the "Premises," located in the downstairs area of the Church's principal building at 329 2nd Avenue E., Kalispell, Montana, subject to the following terms and conditions.

1. TERM:

User agrees to use the Premises, beginning Tuesday, December 7th, 2021, and ending Tuesday, February 22nd, 2022, on the days and at the times and for the events described immediately below sponsored by the Kalispell ImagineIF library branch. For each User event held on the Premises, User shall provide an adequate number of User's adult employees as chaperones and supervisors of the persons participating. The total number of participants for any event, including User's employees, shall not exceed fifty (50) persons. User events --

- (1) pre-literacy children accompanied by adults or guardians, each Tuesday for about one hour, beginning at 11:00 a.m.
- (2) teenage youth, the 3rd Thursday of the month for about 1 ½ hours, beginning at 4:30 p.m.

2. USE FEE:

User agrees to pay Church the total of Ten Dollars (\$10.) per week, due and payable monthly in advance on the 1st day of each month during the term of this Agreement.

3. CONDITION OF PREMISES:

User hereby accepts the Premises in their present good condition and state of cleanliness. If there is anything about the condition of the Premises that becomes unsatisfactory, User shall report it to Church within 3 days of using the Premises. User agrees that failure to notify Church in writing of any unsatisfactory condition will be proof that the Premises are in good condition.

4. GENERAL CLEANING BY USER

User agrees to keep the Premises in a clean and good condition. User agrees to leave the Premises in the same condition at the end of each event as it found them prior to the event, including the replacement of chairs and tables to the configuration in which they were located prior to the event. User shall be liable to pay a \$50.00 cleaning fee if the Premises are not in a condition at the end of each month reasonably similar to their condition at the beginning of the term of this Agreement.

5. USER RESPONSIBILITY:

User must confine all participants in any User event to the Premises and adjoining restrooms. User may not use the kitchen or any appliances in the kitchen. User may not take tables and/or chairs, and/or any other items from other rooms and/or other areas of Church's facilities.

The use of tobacco products, alcoholic beverages, or other drugs is strictly prohibited on the Premises and anywhere on all Church's facilities. User shall not use the Premises or any Church facilities in any manner or for any purpose that conflicts with the mission and principles of the Church.

6. SAFE GATHERINGS REQUIREMENTS:

Church participates in the Safe Gatherings program for abuse prevention and requires training and background checks under that program for applicable employees and volunteers. User shall require conduct by and background checks and training for its employees and volunteers which is compatible, to the reasonable satisfaction of Church, with the standards of the Safe Gatherings program. [www.safegatherings.com]

7. USER INSURANCE:

Church shall not be liable for any loss of User's property or the property of any participant at a User event. User hereby acknowledges this fact and agrees to make no such claims for any losses or damages against Church, its officers, its members, or employees.

Prior to the beginning of the term of this Agreement, User shall provide Church with a certificate of comprehensive general liability insurance coverage with a combined single limit of not less than \$1,000,000 naming the Church as an additional insured and a certificate of property damage insurance coverage with a combined single limit of not less than \$1,000,000 naming the Church as an additional insured. User shall maintain such insurance coverages during the term of this Agreement.

It is the intention of User and Church that both the said public liability and the said property damage insurance shall insure performance by User of the express indemnity provision contained below. However, the limits of such insurance shall not limit the liability of User hereunder.

8. NON-LIABILITY:

User agrees to indemnify and to save and keep harmless Church, its officers, members, and employees against any and all liability, claims, judgments, or demands, including demands arising from injuries or death of persons (including event participants, and employees and volunteers under the direction of User) and damage to property, arising directly or indirectly out of obligations herein undertaken or out of the operations conducted by User, except claims or litigation arising through the sole negligence or sole willful misconduct of Church. It is the intention of the parties that the indemnity provided by this Agreement provides for indemnity to the fullest extent allowed for by law.

User further states that it will be legally responsible for any mishap it or its employees, its volunteers, or its event participants commits on the Premises. Church and its officers, members, and employees will be held free from harm and liability for the consequences of any such mishap.

9. CHURCH'S ACCESS TO PREMISES:

Church reserves the right to schedule other activities and events in other parts of the Church's facilities. Church reserves the right to enter the Premises at reasonable times to inspect, make necessary repairs, supply services, or show it to prospective users, workers, or contractors.

User acknowledges and agrees that sometimes an unexpected event (e.g., activity associated with the funeral for a Church member) can arise which would require Church's need to use the Premises at a time which conflicts with an already scheduled use by User as described hereinabove. Whenever practicable, in such a conflict, a two day prior notice of the Church's intent to use the Premises at the scheduled time shall be given to the User. However, the parties acknowledge that situations may arise for which Church can provide User no more than approximately 24 hours prior notice. The User's use fee will be adjusted accordingly in the event that such an unexpected Church event preempts a previously scheduled User event.

10. SUBLETTING & ASSIGNMENT:

User shall not sublet or assign the entire Premises or any part of the Premises and shall not assign this Agreement to any other entity, organization, person, corporation, or library branch.

11. TERMS:

This Agreement supersedes all prior oral and written statements regarding the specific subject matter hereof. No Church representative has any authority to waive or enter into any agreement or arrangement inconsistent with or contrary to the conditions, requirements, or restrictions and other provisions contained in this Agreement.

SO AGREED AND ACCEPTED BY THE PARTIES.

Flathead County Library System

By Heidi Roedel Board Chair _____ Date _____

By Martha Furman Interim Library Director _____ Date _____

Epworth United Methodist Church

By _____ Date _____
Jerry Scott
President, Board of Trustees

By _____ Date _____
Pastor Karen McRae