

FACILITIES USE AGREEMENT
First United Methodist Church – Panama City

903 East 4th Street
P.O. Box 248
Panama City, FL 32401
Telephone: 850-763-6537
Fax: 850-785-1421

Each of the undersigned agrees that _____
("Licensee") may use facilities, rooms and equipment of FIRST UNITED METHODIST CHURCH OF PANAMA CITY, INC. ("Church") specifically identified on the attached Facility Reservation Form, for the date(s) and time(s) and for the event identified on such Facility Reservation Form, subject to the terms and conditions set forth below. Except for items specifically identified on the attached Facilities Reservation Form, Licensee shall not use the Church's equipment, tools, furnishings located in or about the facilities, without the prior approval of the Church's agent.

1. **Total fee**, payable to Church _____ days in advance: \$ _____.
2. **Deposit**: \$ _____ Date payable: _____.

3. **General Terms and Conditions.** The terms and conditions of the Church's Facility Use Policy are incorporated as a part of this agreement and are subject to amendment at anytime at the discretion of the Church, and Licensee agrees to abide by all terms and conditions of the Church's Facility Use Policy and all policies and procedures of the Church, including any amendments thereto. In addition, Licensee agrees that Licensee shall be responsible for Licensee's guests, agents and invitees abiding by the terms and conditions of the Church's Facility Use Policy. Licensee agrees to take full responsibility for the care and upkeep of the facility during the term of usage and agrees to return those portions of the facility used or reserved for use to their "original condition" prior to Licensee's use. Licensee understands that the cost in materials and/or labor necessary for any maintenance or repairs needed to return the facility to this condition will be deducted from Licensee's deposit and Licensee further agrees to pay for any such costs that exceed the amount of Licensee's deposit, regardless of whether the damage was Licensee's fault or the fault of someone under Licensee's authority/responsibility. Licensee agrees to conduct its activities and to supervise and control its participants in all ways consistent with the primary use of said facility as a church and to prevent use or conduct which would interfere in any respect with the religious status and use of the Church and its property.

4. **Personal License Only.** This Agreement grants a personal license only and does not create a tenancy. This personal license may not be assigned to or used by any other organization or person. It may be revoked or cancelled by the Church without liability at any time for any reason.

5. **Cancellation.** With the receipt of the Deposit, the Church will agree not to cancel this event within thirty (30) days of the event, except in exceptional circumstances. If the event must be cancelled by the Church due to exceptional circumstances any deposits or payments made by Licensee to the Church will be refunded in full. If the event is cancelled by the Licensee within

thirty (30) days of the event, no return of deposits or payments will be made. Without the receipt of the Deposit, this Agreement may be revoked or cancelled by the Church without liability at any time for any reason.

6. Key or Access Card. Licensee acknowledges that Church may provide a key or access card to Church's facilities, and Licensee agrees to return key and/or access card immediately following conclusion of the event described above, and that no key or access card issued to Licensee will be copied or duplicated in any fashion.

7. Compliance with All Laws and Policies. Licensee agrees that neither Licensee nor Licensee's agent, guests or invitees shall violate any applicable laws, regulations, or ordinances, or any church policy and will pay all fines, penalties, taxes, and increased insurance premiums, if any, in any way arising out of the use of the Church's facilities. Licensee acknowledges that it is aware of the maximum lawful room capacities and will abide thereby, and in no event will Licensee admit a larger number of persons than can safely and freely move about in the Facility. Licensee will not interfere with any other uses or activities of the Church. Licensee represents to Church that it is licensed and legally authorized to conduct the event(s) contemplated hereunder.

8. Defacement and Damage. Licensee shall not injure or in any way deface the Facility and shall not cause or permit anything to be done whereby the Facility shall be in any manner injured or defaced. Licensee will not allow to be made any alteration of any kind therein. Licensee is responsible for any costs related to repair of any damages caused during usage.

9. Concessions and Catering. All concession and catering rights for the Facility are reserved to the Church. All catering and concession sales must be arranged with the Church.

10. Violations. If at any time the use of the Facility by Licensee violates an applicable ordinance, law, or if Licensee violates any provision of this agreement or the Facilities Use Policy or any other Church policy, then Licensee shall surrender the Facility immediately upon demand of the Church's agent.

11. Right to Enter. In permitting the use of the Facility described herein, the Church does not relinquish control or custody thereof and hereby specifically retains the right (but shall have no obligation) to enforce any and all laws, rules and regulations applicable thereto. All portions of the Facility will at all times be under the charge and control of the Church. The Church's agent or other authorized representatives of the Church may enter the Facility at all times to make inspections to ensure compliance with this agreement and for any other reason which does not unreasonably interfere with Licensee's use of the Facility as contemplated hereby.

12. Indemnification and Hold Harmless. Licensee agrees to defend, indemnify and hold harmless the Church, its officers, members, clergy, staff, agents and volunteers from all claims, losses, costs, expenses (including reasonable attorneys fees incurred in the defense of any claims arising in connection herewith or in the enforcement of the Church's rights hereunder), obligations and liabilities for injuries to any persons or for damages to or loss of property of any kind in any way arising out of Licensee's use hereunder, whether or not arising from any negligence, fault or legal liability of Church or its officers, members, clergy, staff, agents, or volunteers.

13. Interpretation of this Agreement; Modifications. This Agreement will be governed by and interpreted according to the laws of Florida, without giving effect to its conflict of laws rules. This agreement, including any attachments or documents incorporated herein by reference, constitutes the entire agreement of Licensee and Church regarding the subject matter of this Agreement, supersedes all existing agreements between them concerning this subject matter, and may be modified or amended only by a written agreement signed on behalf of Licensee and Church. Time is of the essence in this agreement.

14. Return of Deposit; Some Conditions Resulting in Forfeiture of Deposit. Upon full satisfaction of its obligations hereunder, Licensee's Deposit will be returned to Licensee within thirty (30) days after the event. It is understood and agreed that the following (including, but not limited to) will cause forfeiture of Licensee's Deposit:

- (a) ANY trash in the facility or the immediate surrounding area not placed in trash cans provided or contained by other means;
- (b) Use of any fastening devices other than tape (including, but not limited to staples, tacks, nails, etc.) All tape must be completely removed and shall not cause any damage or defacement;
- (c) ANY evidence of smoking or pets indoors;
- (d) ANY evidence of alcoholic beverages on the premises;
- (e) Failure to sweep floors of the facility, wipe down table & chairs, sinks, countertops and all other amenities;
- (f) Failure to stack & fold tables and chairs;
- (g) Early entry into the building;
- (h) Failure to leave building by noted time or failure to return key by next business day.

This agreement is executed as of this ____ day of _____, 201__.

LICENSEE:

Authorized Signature
Printed Name: _____
Title (if applicable): _____
Licensee's Address: _____

CHURCH:

First United Methodist Church of Panama City,
Inc.
By: _____
(Authorized Church Officer)
Printed Name: _____
Title: _____