



Facilities Use Agreement

Church: _____ United Methodist Church

Address of Church: _____

Church's Contact: Name _____ Phone _____

Address _____ Email _____

User: Scouting BSA Troop Pack _____ City: _____, Ohio

User's Contact: Name _____ Phone _____

Address _____ Email _____

Local Council: _____ Phone _____

Address _____ Email _____

Regular Meeting Day: _____ Time: _____

Regular Meeting Space: _____

Other Space: _____

Use Period: (Start Date) _____ to (End Date) _____

Donation/Fee for Use of Space: _____

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- User's Purpose:** The purpose of the Scouts BSA program and local scout troop/pack ("Purpose") is to prepare young people to make ethical and moral choices over their lifetimes by instilling in them the values, principals and leadership qualities taught in the Scout Oath and Scout Law. The regional Scouting BSA council provides the support, service, and volunteer verification necessary to help the youth succeed in their Scouting development. Religious and other unaffiliated institutions may support this Purpose by providing Meeting Space and Other Space for the User to utilize to meet, for equipment storage, and for other related activities (collectively, "Space").
 - Consideration:** In consideration of the payment of the Donation/Fee, and the other terms and conditions set forth in this Space Use Agreement ("Agreement"), Church agrees to allow User to use the Space during the Use Period for Regular Meetings and for such other uses as the parties may agree from time to time ("Uses"). Failure to pay the Donation/Fee when due may result in the termination of this Agreement by Church. The Donation/Fee does not include the usage of other areas within the Church not included within the Space except as the parties may agree. Payment may be made by check or by such other means as Church may agree. If User pays by check, and the check is dishonored or returned for any reason, User agrees to pay Church a bad check fee of \$30.00. All Donation/Fees may be delivered in person or mailed through the U.S. mail to the Church's address, however Church is not responsible for any payments delayed or not delivered. Any Donation/Fee lost in the mail will be treated as if unpaid until received by the Church. It is recommended that Donation/Fees be delivered in person to the Church during regular office hours.
 - Use of the Space:** User agrees to utilize the Space for the Uses defined above. User further agrees that it will not use the Space or any other parts of the Church for any unlawful purposes, and will obey all laws, rules, and regulations of all governmental authorities while using the Space and the Church. User agrees that it will not use the Space or any part of Church for any purpose that is contrary to the mission, purpose, or belief of Church, which is a biblically based religious institution. User agrees to abide by any rules or regulations for the use of the Space or any part of Church attached to this Agreement or provided to User by Church from time to time.

4. Cleaning and Condition of the Space: User is familiar with the layout, access, cleanliness and condition of the Space, and accepts the Space as is. User agrees to return the Space to Church after each use in the same condition of cleanliness and repair as it was received. In addition, if User alters the arrangement of the Space, User will return the Space to its initial arrangement. Church may charge User a cleaning and re-arranging fee of \$20 per hour to return the Space to its prior condition, cleanliness, and arrangement.

5. Injury, Loss, Damage or Interruption of Use: Church shall not be liable for any injury, loss, or damage to any personal property by fire, theft, breakage, burglary or otherwise, for any accidental injury, loss, or damage to persons, guests, invitees or their personal property in or about the Space, or for any interruption of the use of the Space resulting from electrical failure, water, rain, windstorm, or any act of God or employees/contractors of Church, or by any other cause, whatsoever.

6. Insurance: User promises and warrants that it will carry liability insurance with a minimum liability occurrence limit of \$1,000,000 during the entire Use Period of this Agreement. User will provide a certificate of insurance to Church at least seven days prior to the Start Date of this Agreement, and at any time thereafter upon the request of Church. The certificate of insurance will indicate that User has listed Church as an "additional insured" on User's policy with respect to the use by User of the Space and any other parts of the Church. In addition, the local council of which User is a part ("Local Council") agrees to maintain liability insurance of adequate types and amounts in order to cover its and User's activities in and use of the Space and any other parts of the Church, to meet the indemnification obligations set forth herein, and to protect the Church, and its officers, employees, members, and volunteers, against any and all such claims, damages, costs, and expenses arising out of User's activities in and use of the Space and any other parts of the Church. Local Council shall add local church as an "additional insured" on all such policies and shall provide a certificate of insurance evidencing such coverage at least 7 days prior to the Start Date of this Agreement, and at any time thereafter upon the request of Church.

7. Indemnification: User agrees to hold harmless, indemnify and defend Church (including Church's pastors, officers, agents, employees, members, volunteers and representatives) from any and all liability for injury or damage, including, but not limited to, bodily injury, personal injury, emotional injury, or property damage which may result from any person using the Space or any other part of the Church for User's Purposes and Uses, regardless of whether such injury or damage results from the negligence of the Church (including Church's pastors, officers, agents, employees, members, volunteers and representatives) or otherwise. Local Council agrees that the Church, and its pastors, officers, agents, employees, members, volunteers and representatives, will not be liable for any damage or injury to person or property by reason of the action or inaction of the Local Council or its officers, employees, members, agents, volunteers, and invitees. Local Council agrees to indemnify and hold harmless the Church, and its pastors, officers, employees, members, volunteers and representatives, from and against any and all claims, damages, costs, and expenses, including reasonable attorney's fees, arising out of or connected in any manner with Local Council, and its officers', employees', members', agents', volunteers', and invitees', use of and presence upon any portion of Church's property.

8. Storage: No implied rights of storage within the Church are granted by this Agreement. If User desires to store any personal property within the Church, User must obtain the prior written consent of Church, and all such personal property is subject to inspection by Church. No dangerous, hazardous, flammable or other such material may be stored at the Church for any reason. Any personal property of User stored at the Church is at Users' sole risk. Church may require an additional Donation/Fee for any storage of personal property, and may impose other terms and conditions with respect to such storage, all of which User agrees to comply with. Unless otherwise specifically agreed, all storage rights shall end at the same time as the end of the Use Period, and any personal property left by User on or about the Space after expiration of the Use Period shall be deemed abandoned, and may either become the property of Church or may be disposed of by Church, in the Church's sole discretion. If Church elects to dispose of the personal property, User shall reimburse Church for any expenses.

9. Church Property: User agrees not to remove, alter or damage in any way Church's property without specific written permission from Church. Any removal, alteration or damage by User of Church's property without Church's permission shall result in the immediate termination of this Agreement or payment of an additional Donation/Fee to reimburse Church for such removal, alteration or damage, in Church's sole discretion.

10. Church Events: Although Church will make all efforts to avoid any conflicts with User's use of the Space, User understands and agrees that Church events take precedence over any rights granted to User hereunder for the particular Space or Use Period. If any conflict of use develops, Church will attempt to provide User with reasonable prior notice of any reassignment to other space within the Church, adjustment of a single use or event, or cancellation of either a single use or the entire Agreement. In the event of a cancellation of either a single use or the entire Agreement, Church shall give User reasonable advance notice, and any Donation/Fee paid for a use that is cancelled shall be returned by Church to User, and User shall have no right to claim any additional damages from Church for such cancellation.

11. Use of Special Church Equipment: If User requires the use of any special equipment of Church (special lighting, sound, organ, kitchen appliance, projection systems, etc.), User agrees to utilize qualified Church personnel to train, use, manage or supervise all such uses. User agrees to pay an additional fee equal to the greater of \$65 or \$20 per hour, which fee shall be

paid directly to the qualified Church personnel. User will be responsible for proper use and care of the special equipment during its use, and will be responsible for any damages caused to the equipment.

12. WI-FI: Wi-Fi is available throughout the Church, and User may request reasonable access to the Wi-Fi at no additional charge. Upon request of User, Church will provide User with the password for access to the system.

13. Advertising: User may only use Church's name and address for identification of the location of the Use. Unless Church agrees specifically in writing, Church's name may NOT be used in any other way, and under no circumstances should Church's name be used in a way indicating sponsorship or affiliation with User, or any other person or group. Violation of this term by User may result in the immediate termination of this Agreement by Church.

14. Termination: Church has the right to terminate this Agreement for any reason and at any time as provided herein. In addition, either party may terminate this Agreement for any reason or for no reason upon 30 days prior written notice to the other party. In the event Church terminates this Agreement, Church shall give User reasonable advance notice, and any Donation/Fee paid in advance for Use of the Space shall be returned by Church to User, and User shall have no right to claim any additional damages from Church for such termination. In no event will Church be liable to User for any lost profits or incidental, indirect, special, or consequential damages arising out of User's inability to use the Space, even if Church has been advised of the possibility of such damages.

15. Miscellaneous: Responsibilities of the parties and individuals are set for after the signatures, and are incorporated by reference as part of this Agreement. Any ambiguity in this Agreement shall not be construed against either party. Both parties are deemed to have fully read and understood this Agreement. This Agreement shall be construed according to the laws of the State of Ohio. This Agreement is not binding until fully signed and delivered by both parties. Oral agreements with respect to special uses, additional space or additional times may be made by the parties from time to time. No other oral agreements, informal changes to the general terms or conditions of this Agreement, or amendments to this Agreement are permitted, and all such agreements, changes or amendments shall be made in writing, and signed and agreed to by both parties. User agrees that it will not assign any of its rights under this Agreement, and any such assignment will immediately void this Agreement at the sole option of Church.

16. Alternative Dispute Resolution: Church and User agree that any disputes arising under this Agreement will be resolved via a mutually acceptable alternative dispute resolution process. If Church and User cannot mutually agree upon such a process, the dispute will be submitted to a three-member arbitration panel of the American Arbitration Association for final resolution.

17. Additional Terms: (include additional pages if necessary). _____

User: Scouting BSA Troop Pack _____

Signature: _____

Date: _____

Print: _____

Title: _____

Church: _____ United Methodist Church

Signature: _____

Date: _____

Print: _____

Title: Church Board of Trustees Chair

Pastor Authorization:

Signature: _____

Date: _____

Print: _____

RESPONSIBILITIES OF PARTIES:

The Church will:

- Be responsible for the actions of its staff, guests and volunteers not involved in Scouting activities.
- Provide meeting space taking into consideration growth.
- Provide onsite storage agreed by the parties.
- Host a Scout Sunday allowing the Scouts to have leadership within the service.
- Appoint a liaison to assist the Scouting unit, scouts, leaders, parents, and other volunteers to coordinate activities and uses.
- Provide resources to assist Scouting units with activities (i.e., books, sports, equipment, transportation, etc.)
- Publicize Boy Scouts through inhouse publications.
- Provide support for fundraisers.
- Provide financial assistance, if deemed appropriate.
- Encourage church leaders, consultants, and other adults to contact scouting leaders to offer assistance with troop activities.
- Not be responsible for screening any scout leaders, including the suitability of church volunteers.
- Not be responsible for supervision of scouting activities.

Scouting Unit and Local Council will:

- Be responsible for all Scouting activities on Church property.
- Facilitate delivery of the Scout program.
- Provide training and/or orientation to all Boy Scout volunteers, including Safe Sanctuary training through the Church and BSA Youth Protection or other similar training through the BSA, and provide documentation/proof that such training has been completed by its leaders.
- Encourage appropriate interaction between the Scouts in the unit and the Church.
- Support the aims and efforts of the local church in areas compatible with Scouting BSA.
- Provide appropriate insurance coverage for all members and guests using the Church.
- Be responsible for the actions of all Scouts, leaders, parents, invitees and guests.
- Local Council or User will conduct sufficient background checks for all Scouting unit volunteers, leaders and committee members to ensure safety of youth and families involved, and provide documentation annually that this has been done.
- Scouting unit will sign and follow all policies and protocols of the Church, including its Safe Sanctuary Policy, to ensure the safety and protection of children and other vulnerable people.
- Boy Scout leaders will notify Church liaison whenever a Scout or youth participant is harmed or alleges harm done while at Church.
- Local Council will screen Scouting unit leaders, volunteers and committee members, including church volunteers, for suitability.
- Scouting unit will limit the adult participation to only those who pass background check and screening.

The Adult Leaders and Youth in the Scouting Unit will:

- Keep the Church informed of Scouting unit activities and events.
- Keep the Meeting Space clean and orderly.
- Include the Church in appropriate activities and events.
- Recognize and actively publicize the Church's contribution to the stability of the Scouting unit, Local Council or Scouting BSA.
- Make Scout membership available to all youth in grades K-12 in the Church and community as appropriate.
- Support the Church through service projects as possible/needed.
- Serve and assist with service during Scout Sunday.
- Strictly follow safety guidelines of the Church and Scouting BSA.