



27108 Mt. Zion Church Rd.
Mechanicsville, MD 20659
(301) 884-4132

MT. ZION UNITED METHODIST CHURCH FACILITIES USE AGREEMENT

1. INTRODUCTION

The Mt. Zion UMC Board of Trustees is empowered by and responsible to the congregation of the church for the management of its property, equipment, and investments to support the vision and mission of the church. As such our decisions are based on what we, as an authoritative body of the church, feel is in the best interest of the church, its congregation, and within the guidelines of the United Methodist ***Book of Discipline***.

2. PUBLIC HEALTH

The following statement is deemed appropriate and necessary considering the recent pandemic and the lessons learned regarding public health due to the spread of highly transmissible infections (e.g. COVID, FLU, RSV, Etc.) through social gatherings in public settings. Mt. Zion UMC buildings and facilities are intended for public use. As such Mt. Zion UMC cannot be held responsible for any person/persons who may become ill due to the spread of infectious diseases in this type of social gathering. The best safety practice is the reminder that if you are not feeling well or have a fever or other symptom of illness, to please stay home. Should a major public health concern occur, it shall be the responsibility of the party renting the facility (tenant) to abide by the governing local, state, and federal health procedures and protocols in effect at that time.

3. USAGE AGREEMENT

Agreement made _____ between
(Today's Date)

MT. ZION UNITED METHODIST CHURCH OF LAUREL GROVE, of Mechanicsville,
Maryland, hereinafter referred to as LANDLORD,

and _____ hereinafter referred to as TENANT.
(Name of User)

In consideration of the mutual covenants contained herein, the parties agree as follows:

TERM AND FEES

LANDLORD rents its facilities (those checked below) on the following:

Date(s): _____ thru _____. Time: _____ am/pm thru _____ am/pm

for the purpose of: _____

at the **usage fee** of: _____

<i>Facility</i>	<i>No. of Hours</i>	<i>Usage Fee (\$)</i>	<i>Refundable Deposit (\$)</i>
Multi-purpose Room			
Kitchen (Basic Use)			
Kitchen (Full Use) Includes use of stoves, dishwasher, etc.			
Blue Conference Room			
Green Conference Room			
Parlor (up to 50 ppl)			
Sanctuary (up to 160 plus 20 choir)			
Preceding Day of Event Setup			
(Totals go into Table on Page 5) Totals		\$	\$

Comments (Special use or provisions required): _____

- Applicable **deposit(s)** are due at the time the usage agreement is signed.
- Deposits are refundable provided the terms and conditions stated herein are followed.
- Full rental fees are due **one month** prior to scheduled use.
- Payment of fees may be made by cash, check or money order and shall be made payable to **Mt. Zion United Methodist Church**.
- Day before event set up may be available from 5-10 pm for a fee of \$150.00.

Cancellation Policy: Cancellation **up to two weeks prior** to scheduled rental use will result in a refund of all payments and fees. Cancellations inside of two weeks prior to the scheduled rental use will result in forfeiture of all advanced deposits. Consideration will be given to extenuating circumstances such as weather and other situations where there is no control over the resulting outcome. The decision authority in those situations will be that of the Board of Trustees.

Deposit Refund Release Approval: _____
(Trustee Name or designated Rep and Date)

Comments: _____

4. UNLAWFUL OR DANGEROUS ACTIVITIES

Mt. Zion UMC and all of its facilities are designated as **alcohol, smoke and vape free**. The use of illegal substances, alcohol, smoking and vaping within its facilities is **strictly forbidden**. TENANT shall neither use nor occupy the premises or any part thereof for an unlawful, disreputable, or ultra-hazardous purpose nor operate or conduct its activities in a manner constituting a nuisance of any kind. Candles may be used as long as they are not scented and are contained so the wax does not spill out.

5. INDEMNITY

TENANT shall indemnify and hold harmless the LANDLORD against all expenses, liabilities, and claims of every kind, including reasonable counsel fees, by and on behalf of any person or entity arising out of either (1) the failure by the TENANT to perform any of the terms or conditions of this Usage Agreement, (2) any injury or damage happening on or about the demised premises to any person whomsoever, or (3) failure to comply with any law of any governmental authority. The LANDLORD requires individuals or entities who rent Mt. Zion UMC facilities to provide verification of liability insurance. For commercial entities, a Certificate of Insurance showing commercial general liability and/or professional liability is required. For individuals, it is noted that home-owner's policies normally include Personal Liability for the owners which would extend to a hall/room rental at any other location for a family or personal event.

Name of Insurance Company: _____

Policy Number: _____

Limit of Liability: _____

6. DEFAULTS OR BREACH

Each of the following events shall constitute a default or breach of this Usage Agreement by the TENANT:

- a. If the TENANT fails to pay the LANDLORD any rent and/or deposits as specified herein within the terms stated herein.

- b. If the TENANT shall fail to perform or comply with any of the terms and conditions of this Usage Agreement.

In the event of any default condition, the rights of the LANDLORD shall be as follows:

- a. LANDLORD shall have the right to cancel and terminate this Usage Agreement immediately upon written or oral notice to the TENANT with a forfeiture of all fees and deposits.
- b. LANDLORD shall reserve the right to withhold all or part of the security deposit as deemed necessary in consideration for a failure of the TENANT to comply with the terms and conditions of the usage agreement.
- c. LANDLORD shall reserve the right to bar the future use of the facilities by the TENANT.

IN WITNESS WHEREOF, the parties have executed this Usage Agreement on the day and year written below.

By: **MT. ZION UNITED METHODIST CHURCH of LAUREL GROVE**
Printed Name of Representative of the Mt. Zion UMC (LANDLORD)

Signature of Representative of the Mt. Zion UMC (LANDLORD) Date

With my signature below I agree to the above terms and conditions and understand that any violation of this agreement will result in the forfeiture of my deposit. I agree that attendees will not exceed _____ persons. I agree that my personal or organizational insurance will be responsible for any damage.

By: _____
Printed Name of Responsible Party and/or Organizational Representative (TENANT)

Tenant Address: _____

Phone: _____

email: _____

Signed: _____
Signature of the Responsible Party and/or Organizational Representative (TENANT)

Date: _____

FINANCIAL TRANSACTIONS RECORD

APPROVED Amounts from Table on Page 2	Date Received	Amount Received	Cash or Check	Balance Due	Received by
Refundable Deposit/ Cleaning Fee \$ _____					
Usage Fee: \$ _____					
Date Due: No later than 30 days before event					

Refundable Deposits are made only after it has been determined that the terms and conditions of the usage agreement have been satisfied with regards to the return conditions of the facility. A member of the Trustees or designated representative shall make that determination prior to the return of the refundable deposit.

Terms and Conditions

1. DECORATING

- a. Decorations are permitted but must be put up and removed in a way that will not deface walls, ceilings, etc. No decorations shall be attached to the acoustic wall panels in the Multi-Purpose Room.
- b. Decorations must be removed promptly at the end of the function.
- c. Use of decorations must be addressed with the rental monitor prior to installation.

2. PROHIBITED ITEMS

- a. No alcoholic beverages will be allowed in or on church property.
- b. No smoking or vaping is permitted inside church facilities.
- c. No illegal substances or items are allowed in or on church property.

3. SECURITY

- a. Mt. Zion uses a closed-circuit television (CCTV) monitoring systems to capture real-time video and protect property.
- b. Facilities access is granted as needed for the purpose of the agreed upon spaces and event(s).

4. CANCELLATIONS

- a. For refund of deposit or other fees Tenant must give a **14-DAY** notice unless otherwise arranged.
- b. Mt. Zion UMC reserves the right to cancel any function at any time. All deposits and fees paid by the renter will be refundable.

5. DEPARTURE/CLOSING

- a. All functions must end and the building vacated by midnight unless other arrangements are made.
- b. Areas used, including restrooms are to be cleaned.
- c. All trash must be removed from areas utilized. A dumpster is available outside, near the kitchen door.
- d. Ensure thermostats are returned to original settings.
- e. Return chairs, tables, and furnishings to their regular positions.
- f. Kitchen: Refrigerators and ovens emptied of items pertaining to your event. Counter tops cleared.
- g. Turn off all lights and verify all doors are securely closed.

Any questions concerning the above should be addressed with the church representative. Supplies locations will be given by Facility POC.

See Appendix A for Checklist.

4. DEPOSIT RETURN

- a. You can expect to be contacted by the office within one week after usage. Please call the office if that time passes and you have not heard from us.
- b. Violation of any of the above provisions will result in forfeiture of any or all of the deposit.
- c. Return of deposit will be done on a case-by-case basis if the function is not held due to any reason outside the control of Mt. Zion UMC (such as inclement weather, unforeseen circumstances on the part of the renter, facility malfunctions, etc.)

5. AGREEMENT TO INDEMNIFY AND HOLD HARMLESS

- a. Tenant user agrees to indemnify and hold harmless the LANDLORD, its agents, employees, members, or any other person against all expenses, liabilities, and claims of every kind, including reasonable counsel fees, by and on behalf of any person or entity arising out of either (1) the failure by the TENANT to perform any of the terms or conditions of this Usage Agreement, (2) any injury or damage happening on or about the demised premises to any person whomsoever, or (3) failure to comply with any law of any governmental authority. The LANDLORD requires commercial entities who rent Mt. Zion UMC facilities to provide verification of liability insurance, a Certificate of Insurance showing commercial general liability and/or professional liability. For individuals, it is noted that homeowner's policies normally include Personal Liability for the owners which would extend to a hall/room rental at any other location for a family or personal event.
- b. The user assumes responsibility to reimburse Mt. Zion UMC for any damage done to property in the course of the rental

Mount Zion UMC Facilities Use Checklist - Appendix A

Note: It is expected that spills will be cleaned as they occur

Multi-Purpose Room

- ☐ Vacuum Carpets, Sweep Floors
- ☐ Wipe Tables and Return Tables to Storage*

*Note: A pre-arranged number of tables and chairs may be left out

- ☐ Remove Trash Bags from Cans and deposit into Dumpsters Outside of Kitchen
- ☐ Replace Liners in all Used Trash Cans

Entrance to Family Life Center Building

- ☐ Vacuum Carpets, Sweep Floors
- ☐ Windex Glass as Needed

Kitchen

- ☐ Wipe Counters and Sinks
- ☐ Remove Trash Bags from Cans and deposit into Dumpsters Outside of Kitchen
- ☐ Replace Liners in all Used Trash Cans
- ☐ Sweep and Mop Floor

Bathrooms

- ☐ Wipe Counters and Sinks
- ☐ Clean Toilets
- ☐ Remove Trash Bags from Cans and deposit into Dumpsters Outside of Kitchen
- ☐ Replace Liners in all Used Trash Cans
- ☐ Restock Toilet Paper
- ☐ Sweep and Mop Floor
- ☐ Close Doors to Multi-Purpose Room
- ☐ Verify Doors are Securely Closed
- ☐ Verify Lights are Off

Location of Supplies will be given by Designated MZUMC Facility POC

Designated MZUMC Facility POC:

Name: _____ Phone: _____

Backup POC (Board of Trustees):

Name: _____ Phone: _____

Backup POC (Church Administrator):

Name: _____ Phone: _____

☐ Facility POC has been notified of any problems

Tenant Signature upon completion: _____

(Tenant Signature)

Name: _____ Phone: _____
(Tenant Printed Name) (Tenant Phone)

