

Key West United Methodist Church Building Usage Application Form

600 Eaton St. Key West FL. 3340 305- 296-2392

Program Title: _____ Program Date(s): _____
Description: _____ Time: _____ to _____
Organization: _____ Contact Person: _____
Phone #: _____ Cell/Wk: _____
Email: _____ Today's Date: _____
Number of people attending: _____

Hold Harmless Agreement

INDEMNIFICATION AND HOLD HARMLESS

In consideration of the use of the facilities of Key West United Methodist Church and other valuable consideration, _____ (name of organization using facility) (hereinafter referred to as the authorized user) hereby RELEASES, WAIVES, DISCHARGE AND CONVENANT NOT TO SUE Key West United Methodist Church, their trustees, officers, servants, agents, and employees (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by the Authorized user, or to any property belonging to the authorized user, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise, while participating in such activity, or while in, on or upon the premises where the activity is being conducted. The use of the term Authorized user is intended to include members, visitor, guests, and anyone else associated with the Authorized user.

The authorized user VOLUNTARILY ASSUMES FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by the Authorized user, or any loss or damage to property owned by the authorized user, as a result of being engaged in such an activity, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise.

The authorized user further hereby AGREES TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES from any loss, liability, damage or costs, including court costs and attorney's fees, that may incur due to the authorized user's participation in said activity, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise.

It is the authorized user's express intent that this Release and Hold Harmless Agreement shall bind the members of the authorized user's family and spouse (if any) and members of the authorized user. The authorized user hereby further agrees that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Florida.

THE authorized user UNDERSTANDS THAT KEY WEST UNITED METHODIST CHURCH WILL NOT BE RESPONSIBLE FOR ANY MEDICAL COSTS ASSOCIATED WITH AN INJURY that the members of the authorized user MAY SUSTAIN.

The authorized user further agrees to become familiar with the rules and regulations of the Key West United Methodist Church concerning the conduct of authorized user and their guests and not to violate said rules of any directive or instruction made by the person or persons in charge of said activity and that the authorized user will further assume the complete risk of any activity done in violation of any rule or directive or instruction.

The authorized user also understands that they should and are urged by Key United Methodist Church to obtain adequate health and accident insurance to cover any personal injury to individuals which may be sustained during the activity or the transportation to and from said activity.

INSURANCE

Authorized user agrees, as a necessary condition to use the facility of Key West United Methodist Church (hereinafter referred to as Owner), to name Owner as an "Additional Insured" on its general liability policy, for any and all claims related to or arising from Authorized user's use of the aforementioned Facility. Authorized user represents that it has obtained insurance naming Owner as an additional insured on a policy that provides evidence of comprehensive general liability limits of not less than one million dollars (\$1,000,000) per occurrence. Authorized user represents that it has provided Owner with a Certificate of Insurance. Authorized user further represents that the Certificate of Insurance

delivered to Owner is in full force and effect and shall not be cancelled prior to the use of the aforementioned Facility. Authorized user agrees that its liability insurance policy will be primary in the event of a claim brought against the Owner. Authorized user covenants and warrants that its activities will be limited the building usage specifically described above. Please include a copy of the Certificate of Insurance listing Key West United Methodist Church (600 Eaton St. Key vWest FL, 33040) as an "Additional Insured" on the general liability policy to this building usage agreement.

OPERATION

- a. Authorized user's operations shall at all times be in compliance with all applicable federal, state, and local law, rules, and regulations.
- b. Authorized user assumes all costs associated with the building usage.
- c. Authorized user's personnel, including, without limitation, its staff, volunteers, interns, associates, vendors, and contractors ("Personnel"), are not employees of Owner for any purpose and shall not, therefore, be entitled to compensation, benefits, holidays, vacation, disability insurance, pension or retirement plans, or any other type of benefit offered or sponsored by Owner. Authorized user agrees that it will indemnify, defend, and hold harmless Owner from any claim by Authorized user's Personnel that is predicated upon or related to an alleged employment relationship, including, without limitation, any claim alleging joint employment.
- d. Authorized user agrees to maintain workers' compensation insurance for its employees in compliance with Florida law.
- e. Authorized user understands and acknowledges that in engaging in or use of Owner's premises, Authorized user's Personnel and Guests may come into contact with children, families, employees, invitees, members, and other individuals who are also at risk of community exposure to COVID-19. Authorized user understands and acknowledges that no list of restrictions, guidelines, or practices will remove 100% of the risk of exposure to COVID-19 as the virus can be transmitted by persons who are asymptomatic and before some people show signs of infection.

KITCHEN USAGE

The use of the kitchen will be subject to all KWUMC policies and procedures which will be reviewed with each group. Persons under the age of 21 must be accompanied by Ana approved chaperone in the kitchen at all times.

PARKING

Parking is at a premium in Key West. We are able to provide parking for only 2 vehicles. Each vehicle must be approved and display a church parking permit which you will receive upon arrival.

PERSONAL PROPERTY

Authorized user agrees that all personal property placed or brought to the Facility of Owner by authorized user or any of its participants, agents, or employees shall be done so at the risk of authorized user. Owner shall not be liable for any loss or damage to said property located thereon for any reason whatsoever. Authorized user agrees and understands that Owner shall not carry liability, theft or fire insurance on said property to cover any of the authorized user's interests in such personal property.

TERMINATION OF AGREEMENT

Except as otherwise expressly provided herein, Owner or Authorized user may terminate this agreement at any time. Key West United Methodist Church has first priority to use its facility. Reasonable notice will be given if possible.

SURVIVAL OF TERMS

The terms of this Agreement shall survive the termination of Authorized user's use of Owner's Facility.

SUCCESSORS OR ASSIGNS

This Agreement shall be binding on Authorized user's successors, assigns, or heirs, and run in favor of Owner's successors and assigns.

SEVERANCE CLAUSE

Should any provision of this Agreement be declared or be determined by any Court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term or provision shall be deemed not to be a part of this Agreement.

IN SIGNING THE RELEASE, the authorized user ACKNOWLEDGES AND REPRESENTS THAT THE authorized user has read the foregoing Waiver of Liability and Hold Harmless Agreement, understands it and signs it voluntarily as their own free act and deed; no oral representations, statements or inducements, apart from the foregoing written agreement, have been made; the authorized user is at least twenty one (21) years of age and fully competent; and the authorized user executes this Release for full, adequate and complete consideration fully intending to be bound by same.

THE authorized user has received a copy of the church's CHILD & YOUTH PROTECTION Training Booklet and has agreed to observe and abide by all church policies concerning Child & Youth Protection.

IN WITNESS WHEREOF, the Authorized user has hereunto set their hand on this _____ day of 20_____.

For: (organization or individual) _____

The individual, age 21 or older, who will be in attendance during the entire building usage period and is designated to be responsible for the group the facility is: _____

Title: _____

Today's Date

Authorized user's Signature.

Authorized user's Printed Name

General Information:

Initial Acceptance	Topic	Description
	Contact Information	Prior to the event, please call the church office at 305-296-2392
	Keys/Codes	To gain access to the room(s) you will be provided keys and/or a door code.
	Deposits	Deposits are due at the time of booking your event.
	Building usage Fees	Building usage fees are due two weeks prior to your event.