

SHORT-TERM USE OF FACILITIES AGREEMENT

Between

**Parker United Methodist Church
("Owner")**

and

("User")

THIS AGREEMENT, effective as of _____, is by and between Owner and User, as referenced above.

WITNESSETH:

In consideration of the mutual covenants contained herein, Owner and User hereby agree as follows:

1. Description of Premises. In consideration of the rent and covenants contained herein, Owner grants to User use of the following premises, which are a part of the Parker United Methodist Church located at 45-211 Waikalua Road, Kaneohe, Hawaii 96744 ("Church Property"), at the times and subject to the conditions contained herein:

GOTO HALL AND ADJACENT RESTROOMS (not including the kitchen or dining area) (hereinafter referred to as the "Premises")

2. Term; Option to Extend.

A. The term of this Agreement, which shall be for no longer than six (6) months at a time, shall commence on _____ and shall terminate on _____.

B. The term of this Agreement may be extended at any time by mutual written agreement of both parties.

C. Nothing herein shall limit the right of Owner to negotiate with other parties for use of the Premises and/or Church Property.

3. Rent.

A. User agrees to pay to Owner _____ as rent for the Premises, payable in advance.

B. If the above rental amounts are due on a monthly basis, User agrees to pay the above rental amounts on the first day of each and every month, without notice, demand, deduction, or setoff. User agrees to deliver the above rental amounts to Owner at the address listed herein.

C. If any conveyance tax is imposed by the State of Hawaii in connection with this Agreement, User shall pay such tax when due or anytime requested by Owner, together with any interest or penalties if the tax is not paid on a timely basis.

D. Every installment of rent and every other payment due hereunder from User to Owner which is not paid within seven (7) days after receipt by User of written notice shall bear interest at the rate of ten percent (10%) per annum from the date that the same became due and payable until paid. User also acknowledges that collection of any past due amount imposes an administrative cost on Owner, in addition to any fees of collection agents, attorneys, or other out-of-pocket costs. Accordingly, User shall pay to Owner a sum of fifty dollars (\$50.00) for administrative costs for each late payment, in addition to any fees for collection agents, attorneys, or other out-of-pocket expenses incurred in collecting past due amounts hereunder.

4. Use of Premises. User agrees that the Premises will be used only for the following purposes, and for no other purpose, subject to the following:

A. Authorized Purposes: _____
_____;

B. Occupancy of the Premises shall be permitted from _____ am/pm (circle one) to _____ am/pm (circle one), on the following days of each week during the term of this Agreement: _____. Use of the Premises by User on other days, or during other times, shall be subject to the prior written approval of Owner;

C. During the days and times that Owner authorizes functions, including without limitation, Family Promise, vacation bible school, youth group events, weddings, funeral services, and bible studies, the Premises will be unavailable for use;

D. User shall comply with all rules for the use of the Premises, which User acknowledges and agrees are attached hereto and incorporated herein;

E. User shall be solely responsible for ensuring that the Premises is adequately zoned for User's use, and that all necessary government approvals and/or permits are maintained, throughout the term of this Agreement;

F. User shall be solely responsible for any damages to the Premises arising from User's occupancy and use of the Premises; and

F. During the term, dates, and hours specified herein, User shall have the non-exclusive right to use the common parking areas within the Church Property. User shall not use other portions of the Church Property without prior written approval from Owner, subject to additional terms as may be agreed upon in writing.

5. Improvements and Alterations.

A. Condition of Property. User accepts the Premises, Church Property, and Common Area in "as is" condition, with all faults, and without representation or warranty of any kind by Owner. User

represents that it has performed all inspections necessary to satisfy itself of the condition of the Premises for its intended use.

B. Improvements by User. User shall not make any improvements or alterations to the Premises without the prior written consent of Owner, which may be withheld by Owner in its sole discretion.

C. Signs. User shall not install any sign or advertising without the prior written consent of Owner, which may be withheld by Owner in its sole discretion. Upon such approval, User shall be solely responsible for compliance with any and all applicable government requirements, permits, and approvals. User further agrees to maintain any such approved sign or advertising in good condition and repair at all times.

6. Common Area.

A. Definition of Common Area. Common Area shall be deemed to include those portions of the Church Property as are designated for the non-exclusive use of Owner and User, in common with other authorized users, including the parking areas, sidewalks, and all other areas provided by Owner for the common use of all authorized users of Church Property.

B. Use of Common Area. User shall have the right in common with Owner and other users of Church Property to use the Common Area in connection with the business to be conducted upon the Premises. The right of User hereunder to use the Common Area shall be subject to the rights of Owner hereunder. User shall keep all Common Areas free and clear of any obstructions related to User's use of the Premises, and shall permit the use of any Common Areas only for ingress and egress. In no event shall User or its invitees drive vehicles onto Common Areas that are grassed.

C. Control of Common Area by Owner. All of the Common Area shall at all times be subject to the exclusive control and management of Owner. Owner may take such action as shall be necessary or desirable to prevent unauthorized use of the Common Area. Owner shall have the right, from time to time, to change the area, level, location, and arrangement of all Common Areas. Owner shall have the right to perform such other acts as, in the Owner's sole discretion, Owner shall determine to be advisable for the improvement, use, or convenience of the Common Area by Owner. User acknowledges and agrees that Owner makes no representation or warranty whatsoever concerning the safety of the Common Area or the adequacy of any security system which is or may be instituted for the Common Area.

D. Exclusion of Trespassers. Owner may at any time exclude and restrain persons from the use or occupancy of the Common Area, excepting bona fide invitees of User.

E. Damage to Common Area. Unless caused by the negligence of Owner, the cost of repairing any and all damage to the Common Area attributable to User and its invitees shall be borne solely by User.

7. Insurance.

A. Liability and Property Damage. Throughout the term of this Agreement, User shall, at its own cost and expense, effect and maintain insurance coverage with a responsible insurance company

licensed to do business in the State of Hawaii, insuring both the respective interests of User and Owner, with a minimum limit of not less than one million dollars (\$1,000,000) per occurrence, and property damage of not less than one million dollars (\$1,000,000). User agrees to list Owner as an additional insured. User shall provide Owner with copies of any insurance policies maintained pursuant to this Agreement.

B. Waiver of Subrogation. User hereby waives, on User's behalf and on behalf of any insurance carrier of User, any claim which User might otherwise have against Owner, arising out of loss or damage, including consequential loss or damage, to any property of User within the Premises from any risk insured against or required to be insured against by User. Owner hereby waives, on Owner's behalf and on behalf of any insurance carrier of Owner, any claim which Owner might otherwise have against User, arising out of loss or damage, including consequential loss or damage, to any property of Owner within the Premises from any risk insured against or required to be insured against by Owner. Owner and User will cause their respective insurers to include within their respective policies or to issue appropriate waiver of subrogation rights endorsements to all property insurance policies carried in connection with the Premises.

8. Non-Liability of Owner.

A. Assumption of Risk. User hereby assumes all risk of loss or damage to equipment, fixtures, supplies, and other property, by whomsoever owned, stored, or placed in, upon, or about the Premises, or any injury to any person, or any other loss (including without limitation loss of income). User also assumes all risk of bodily injury, wrongful death, and economic loss occasioned by, arising from, or related to claims based upon negligence, breach of warranty, and strict liability. User hereby waives all claims in respect thereof and acknowledges that this assumption of risk by User has been bargained for in determining rent and other obligations of User hereunder.

B. User agrees that Owner shall not be liable for any damage to, or loss of, property in the Premises belonging to User, its agents, employees, contractors, invitees, licensees, or visitors, or for any damage or loss suffered by User to its business from any cause whatsoever, including without limitation any damage resulting from fire, steam, smoke, electricity, gas, water, rain, ice, any act of God, or breakage or leakage of any appliances, wires, or pipes.

C. User agrees that Owner shall not be liable in any manner to User, its agents, employees, contractors, invitees, licensees, or visitors for any injury or damage caused by the criminal or intentional misconduct of User or any third parties.

D. Indemnification. User agrees to indemnify and hold harmless Owner against any and all claims, suits, demands, damages, actions of any kind, and costs, including attorneys' fees, for injury to persons and/or property arising out of, or related in any way to, the use and occupancy of the Premises by User, its agents, employees, contractors, invitees, licensees or visitors. User agrees that in case of any such claim, threatened or actual, upon written request by Owner, User shall defend Owner at User's expense by counsel satisfactory to Owner. If Owner does not request such defense or User does not provide such defense, User will reimburse Owner for all such fees and expenses, and User agrees to cooperate with Owner in such defense.

9. Surrender; Hold Over.

A. Upon termination of this Agreement for any reason, User shall quit and peaceably surrender the Premises, together with all buildings and other improvements by whomsoever made or installed, in good order, repair, and condition, reasonable wear and tear excepted, and all such installed property shall become the property of Owner without payment thereof; provided, however, that all or any portion of the alterations, installations, or improvements that Owner shall designate, shall be removed by User at User's sole cost and User shall promptly make any repairs to the Premises that result from such removal.

B. If User is not then in default, User may, at the termination of this Agreement, remove any trade fixtures, operating equipment, or other personal property of User from the Premises, upon the condition that User shall promptly make any repairs to the Premises that result from such removal. If User fails to remove said items, Owner may, at its option, remove the same at User's expense in any manner and store the same without liability to User. Owner may also, at its option, sell such items in accordance with the default provisions of this Agreement.

C. If User, or any person claiming through User, does not immediately surrender the Premises as provided hereunder, Owner shall be entitled to recover compensation for such use and occupancy at one hundred fifty percent (150%) of the rental amounts due under this Agreement, among any other remedies that Owner may have.

10. Assignment; Subletting Prohibited. User shall not assign, sublet, transfer, mortgage, or encumber the Premises and/or this Agreement without obtaining the prior written consent of Owner. Nor shall any assignment or transfer of this Agreement be effectuated by operation of law or otherwise without the prior written consent of Owner. Such consent may be withheld at Owner's sole discretion. The prior written consent of Owner to any assignment, sublet, or mortgage shall not be construed as a waiver or release of User from any of the obligations under this Agreement. An assignment subject to this provision includes without limitation any change in the ownership or control of User.

11. Right of Access. Owner may, at any time during the term of this Agreement, enter to view the Premises or show the same to others, or to facilitate repairs and/or maintenance to the buildings and grounds. In most cases, Owner will, but need not, make prior arrangements with User so as not to disrupt the operation of the child day care center.

12. Default; Termination; Remedies.

A. It is mutually agreed that User shall be in default of this Agreement when (1) User fails to make any kind of payment due under this Agreement and such failure continues for a period of seven (7) days after Owner shall have given User written notice thereof, (2) User fails to perform and/or satisfy any obligation under this Agreement and such failure continues for a period of seven (7) days after Owner shall have given User written notice thereof, (3) User abandons the Premises or any portion thereof, (4) User evidences an intention to abandon the Premises or any portion thereof, (5) User fails to pay its debts with third parties that may affect its operations at the Premises, (6) User becomes insolvent, (7) User is taken by execution or any other process of law, (8) User becomes subject to any proceedings for bankruptcy or otherwise, and (9) any transfer occurs in violation of this Agreement.

B. In the event of User's default, Owner may, at its sole option (1) terminate this Agreement and require that User surrender the Premises to Owner, (2) require that User pay the remaining balance of the rental amounts due under the remaining term of this Agreement, (3) relet the

Premises, and/or (4) pursue any other combination of remedies available to Owner. In the event User fails to immediately surrender the premises, Owner may, without notice and without prejudice to any other remedy Owner may have, enter upon and take possession of the Premises and expel or remove User and its effects without being liable to prosecution or any claim for damages therefore; and User shall indemnify Owner for all loss and damage that Owner may suffer by reason of such termination, whether through the inability to relet the Premises or otherwise, including any loss of rent for the remainder term.

13. Government Regulations. User shall, at User's sole cost and expense, comply with and faithfully observe all regulations, laws, and requirements of any and all government authorities pertaining to the Premises.

14. No Third Party Beneficiaries. This Agreement is for the sole benefit of Owner and User. No third party shall be deemed a third party beneficiary hereof.

15. Limitation on Liability of Owner. Owner and its officers, directors, agents, and employees shall have no personal liability with respect to any provision of this Agreement, or any obligation or liability arising therefrom, or in connection therewith. User shall look solely to Owner's right, title, and interest in the Premises for satisfaction of any remedies of User in the event of a breach by Owner of any of its obligations hereunder. User shall have no right to proceed against or recover any deficiency from Owner.

16. Joint and Several Liability. If User consists of more than one party or person, each party or person shall be jointly and severally liable under this Agreement.

17. Excuse of Owner's Performance. Owner shall not be deemed in default with respect to the performance of any of the terms, covenants and conditions of this Lease if such non-performance is due to any strike, lockout, civil commotion, war-like operation, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, inability to obtain any material, service or financing, act of God, or other cause beyond the control of Owner, provided such cause is not due to the willful act or neglect of Owner.

18. No Partnership. It is expressly understood that Owner does not intend, in any way or for any purposes, to become a partner of User in the conduct of User's business.

19. Accord and Satisfaction. No payments by User or receipt by Owner of a lesser amount of any payments due hereunder shall be deemed an accord and satisfaction. Owner may accept such payment without prejudice to Owner's right to receive and recover the balance of such payment or pursue any other remedy provided in this Agreement or by operation of law.

20. Entire Agreement. This Agreement contains the entire agreement between Owner and User regarding the subject matter hereof and supersedes all oral statements and prior writings related thereto. Except for those set forth in this Agreement, no representations, warranties, or agreements have been made by Owner or User with respect to the obligations under this Agreement.

21. No Party Deemed Drafter. Neither Owner nor User shall be deemed the drafter of this Agreement such that the rules of construction in a court of law would apply to resolve any ambiguities against either party.

22. Independent and Separable Provisions. If any clause or provision of this Agreement is deemed illegal, invalid, or unenforceable under present or future laws by any court of law, then the remainder of this Agreement shall not be affected thereby, and in lieu of such clause or provision, there shall be added as a part of this Agreement a clause or provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and legal to effectuate the intent of the parties hereto.

23. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Hawaii.

24. Notices and Demands. All written notices and demands required hereunder shall be sent to the parties at the following addresses:

Parker United Methodist Church
45-211 Waikalua Road
Kaneohe, Hawaii 96744

User

25. Alternative Dispute Resolution. Both parties agree that, in the event of a dispute under this Agreement, the parties will first attempt to resolve this dispute through alternative dispute resolution processes.

26. Attorneys' Fees and Costs. Both parties agree that, in the event of any action or proceeding brought by either party hereto against the other based upon or arising out of any breach of the terms and conditions hereof, the prevailing party shall be entitled to recover all attorneys' fees and costs from the other. User also agrees to pay all attorneys' fees, costs, and collection fees incurred by Owner in enforcing, with or without litigation, any of the provisions of this Agreement.

27. Amendments; Binding Effect. This Agreement may not be amended, except by written instrument signed by Owner and User. No provision of this Agreement shall be deemed to have been waived by Owner unless such waiver is in writing and signed by User. No custom or practice which may evolve between the parties in the administration of the terms hereof shall waive or diminish the right of Owner to insist upon performance by User in strict accordance with the terms hereof. The terms and conditions herein have a binding effect upon the parties and upon their respective successors in interest and legal representatives.

28. Successors and Assigns. All rights and liabilities herein shall extend to and bind the personal representatives, successors, and assigns of the parties; provided, however, that Owner's liabilities under this Agreement shall be only for the period during which it shall be the owner of the Premises.

29. Authority. User represents and warrants that it has full power and authority to enter into this Agreement and that the individual signing this Agreement is authorized to sign this Agreement on behalf of User.

IN WITNESS HEREOF, the parties have executed this Agreement on the day and year first written above in Kaneohe, Hawaii.

PARKER UNITED METHODIST CHURCH

By: _____ Date: _____
Chairperson, Board of Trustees

By: _____ Date: _____
Pastor

By: _____ Date: _____
Lay Leader

By: _____ Date: _____
District Superintendant, United Methodist Church

USER

By: _____ Date: _____
Print Name: _____

By: _____ Date: _____
Print Name: _____

PARKER UNITED METHODIST CHURCH

RULES OF FACILITY USE

1. The person(s) signing the agreement (i.e., the Responsible Person) will be responsible for ensuring compliance with these Rules of Facility Use, and will be responsible for any damage to church facilities.
2. Use of the facilities shall only be permitted during the days and times approved by the Board of Trustees. Unless approved in writing by the Board of Trustees, in no event shall use be permitted after curfew, which is 9:00 p.m. on weekdays, and 10:00 p.m. on weekends.
3. Facilities shall only be used for the purposes stated and approved in the agreement. Any church-related or worship type of activities, including without limitation all weddings, baptisms, and funerals, must be reviewed and approved by the Senior Pastor-in-Charge in addition to Board of Trustees approval.
4. Usage by partisan political groups is strictly prohibited.
5. Usage for the sole purpose of commercial or private gain and/or solicitation of sales activities is strictly prohibited; provided, however, that approved educational or community welfare activities are permitted even if sponsored by commercial for-profit groups; and provided, however, that approved fundraising by non-profit groups is permitted.
6. For any sports or recreation related groups, a certificate of insurance must be obtained, naming the church as an additional insured, for a minimum of \$1,000,000 per occurrence.
7. Only the church's custodian (or other church employee or appointee approved by the Trustees) shall have access to the facility keys and shall open and close the facilities.
8. The church has a limited number of tables and chairs that are available for use with the rental of Goto Hall. Set-up of tables and chairs in Goto Hall shall occur **ONLY UNDER THE SUPERVISION OF THE CUSTODIAN**. In no event will the church be responsible for any injuries or damages arising out of the set-up of tables and chairs. All tables and chairs must remain inside Goto Hall or on the back lanai adjacent to Goto Hall at all times.
9. Any decorations (including tablecloths) and/or signs must be placed so as not to damage any church property. Nails, staples, and tacks are not permitted. Tape is acceptable, as long as it does not remove paint or otherwise damage surfaces. All decorations/signs must meet building and fire codes, and may not contain any distasteful, vulgar, or offensive language or images. All decorations/signs (including those not on church premises) must be removed immediately following the event.
10. Any set-up and use of equipment from individuals and/or third-party vendors, including without limitation sound systems, inflatables, cotton candy, shave ice, or popcorn machines, is done at user's sole risk. The church makes no representations regarding the suitability of the premises for such equipment. In no event shall any kind of equipment utilize the church's electrical system to operate, with the exception of reasonable use for a microphone and sound system.

11. Occupants of a building may include only as many people as the facility is designed to accommodate. Goto Hall has a maximum capacity of 150 people. The Responsible Person must supervise and provide crowd control as necessary. Trustees will have the right to disapprove any request exceeding 150 people.
12. NO ALCOHOLIC BEVERAGES of any kind are permitted in church facilities, in the church parking lot, or anywhere else on church premises.
13. NO SMOKING is permitted in church facilities, in the church parking lot, or anywhere else on church premises.
14. NO ALTERCATIONS, PHYSICAL OR VERBAL ABUSE of any kind will be tolerated.
15. NO ANIMALS are permitted in church facilities, in the church parking lot, or anywhere else on church premises, except for service guide dogs.
16. NO COOKING (including BBQ, hibachi, or hot plate) is permitted in the church facilities, in the church parking lot, or anywhere else on church premises.
17. A reasonable sound level shall prevail at all times.
18. The church is a multi-use facility, including a preschool that operates on weekdays. Never disturb or interrupt other activities which may be going on at the same time as your event.
19. Do not remove any church property from the facilities and/or the church premises.
20. If you are using the Sanctuary, do not consume any food or beverages in the Sanctuary. Do not move any of the church pews or other equipment in the sanctuary without prior written approval from the Board of Trustees.
21. All groups must provide their own paper goods and supplies.
22. The kitchen in Goto Hall will be locked and may not be used. Accordingly, please be aware that there is no refrigeration, stove, oven, or kitchen sink available for use. Do not use the restroom sinks to dispose of any food or beverage items.
23. Notify the custodian promptly of any damages to and/or problems with any of the facilities.
24. All areas being used must be thoroughly cleaned and left in their original state, according to the following:

Goto Hall

- All tables and chair must be wiped down to remove all food, drink, or other debris
- All tables and chairs must be appropriately stacked and placed on rollers that go under the stage area, ONLY UNDER THE SUPERVISION OF THE CUSTODIAN
- Sweep the floor using the brooms in the closet to ensure all debris is removed; NEVER MOP THE FLOOR

Restrooms

- Ensure that all toilets are flushed and clean
- Ensure all faucets are turned off
- Wipe sink area clean

Trash

- All garbage cans (including those in the restrooms) must be emptied and all trash generated by the use of the facilities must be disposed of
- All trash exceeding the capacity of the church dumpster shall be removed from church premises and appropriately disposed of by the user

Sanctuary

- Sweep the floor
- Turn off all equipment (including microphones, fans, sound systems)

Failure to abide by these Rules of Facility Use may result in a termination of the use of facilities, a forfeiture of any deposit and/or rental amount, and/or any other damages incurred to church property.

Please contact the church office at 247-3250 if you have any questions regarding the foregoing.