**Premise**

We hope that through our individual ministries and worship opportunities and faith events, we continue to bless our families, each other, and the greater community. We recognize as we share this building and these grounds, we have been gifted by the generations before us with these gifts, physical and spiritual. We continue to be caretakers and partners so that what we have now will be preserved and available for generations to come.

Henderson Community Church owns the property located at 12001 Oakland St, Henderson, CO 80640. We believe that in order to fulfill our mission of being a church in the community, for the community, we share our building and property with designated community partners in order to reach and serve a larger audience.

Partnership implies a degree of collaboration that extends beyond the fiscal monthly maintenance to ensure we, as a whole, have a safe and comfortable space to worship in during our designated times.

1. **The Agreement**

This agreement is made and entered into Date , by Henderson Community Church (HCC) and Church Partner (Church Partner). This agreement is for designated use as identified in Addendum I (Facility Use Agreement).

Extended usage of the property (building and grounds) without prior written consent by HCC Trustee or Board Member will result in additional fees as outlined in Addendum II. Written consent can be in the form of an email or text.

1. **Minor and Major Capital Projects**

There will be a community board of active projects for all partners to work collaboratively on in order to maintain the building and grounds in desirable conditions. Examples include: weeding garden areas, grounds (landscaping) maintenance, updating children’s areas (toys, books, etc), bulletin boards, and the like.

The monthly maintenance fees associated with Addendum II is based on building usage percentages and space requirements, however, from time-to-time major capital projects will impact all partners. Decisions to upgrade fixed equipment, building, and associated spaces will remain the responsibility of Henderson Community Church. However, major expense projects (over $25,000) will be brought to the partnership community to discuss best options, shared investment percentages, and pooling of internal and external resources to expedite project completion. Participation in these discussions is mandatory, as it gives all partners an opportunity to be engaged in the discussion, contributing to the plan, and understanding the desired outcome.

1. **Cancellation / Vacate Terms / Fee Schedule**

This agreement is to be on-going with a 60-day vacate notice and is subject to annual increases in associated fees based on Addendum II (Fee Schedule) which are assessed and voted upon annually by Henderson Community Church Trustees.

1. **Safety and Security**

The Church Partner, when present without a representative from Henderson Community Church in the building, is fully responsible for the security of the building.

The Church Partner agrees to obtain all permits or licenses required by law, ordinance or city rules or regulations.

The Church Partner is required to follow all applicable local, state, and general safety rules and regulations and to maintain safe conditions while in the building and on the grounds. Children must be supervised at all times. Use of the stove, oven, grill, and warming trays will be limited to authorized and HCC trained individuals, at the discretion and signoff of HCC Trustees and Maintenance.

The Church Partner will comply with all City Fire Code regulations and occupancy restrictions at all times while in the building or on the grounds.

The Church Partner agrees to take the utmost care to not damage any of the facilities, grounds or equipment found in and on the HCC property. The expense of repairing any damage that is caused by members or guests of the Church Partner will need to be paid by the Church Partner.

1. **Smoking and Tobacco Use**

Smoking (tobacco, marijuana, vaping) is not permitted in the church building or within the fenced area of the property. If guests want to smoke, they are responsible for the disposal of said devices not on church property and are asked to not smoke within 15 feet of the church building.

1. **Storage**

Addendum III identifies designated storage areas as agreed to by HCC Staff and Trustees for the Church Partner.

1. **Maintenance and Clean Up Requirements**

Addendum IV documents what should be reviewed after each building usage.

1. **Building Use Revocable**

The property (building and grounds) is not to be used for any purpose(s) that is inconsistent with the mission of Henderson Community Church, the Church Partner, or their standing as Christian organizations. This facility use agreement is subject to revocation at any time at the discretion of Henderson Community Church or it designed should inconsistent usage occur. Such discretion shall be controlled solely by consideration of the best interests of HCC, which may include but are not limited to violation or breach of any federal, state, or city law, ordinance, code, rule, regulation, court degree, or any condition of this agreement.

1. **Liability**

The Church Partner agrees to indemnify, defend and hold Henderson Community Church harmless from and against all liability, damages, costs, and expenses in connection with all claims, actions, or causes of action for injury, death, sickness, or property damage arising from or out of the use and occupancy of the facility by the Church Partner. Henderson Community Church does not accept responsibility for any injuries or sickness that may occur.

In addition, Henderson Community Church will not be liable to the Church Partner, its guests, or any other party attending the events hosted or scheduled by the Church Partner for any loss of, or damage to personal property, personal injury or sickness.

Henderson Community church will be named as an additional insured party of the Church Partner’s liability insurance policy and will give Henderson Community church evidence of insurance by providing a certificate of liability, failure to provide within 30 days from when this document is signed will negate this agreement.

1. **Child Care Guidelines**

Please supervise children at all times. This includes supervision and monitoring of children’s activities by two (2) adults 21 years of age or older. It is recommended that all of the childcare workers/providers be trained and certified as child providers and as mandated reporters of abuse/and/or neglect. Background checks are required for all childcare providers.

The handicap chair lift must only be used by those needing the accessibility. Please do not allow children to sit in the chair, stand on the rail, or touch the chains or mechanics of the lift.

Signatures: Date:

 Church Partner Point of Contact

Approved: Date:

 Designated Trustee