

## TERMS AND CONDITIONS

Prospect United Church of Christ qualifies as a 501(c)3 tax exempt organization. We may rent or loan church space to other tax-exempt organizations on an unlimited basis, and to non-exempt organizations and individuals on a limited basis (not including religious services such as weddings and funerals, which are at the church's discretion.)

Tenant accepts responsibility for making restitution to the church for any damage to the property which may result from their use of the facility. 3rd floor office tenants are granted access to their office(s) at all times. When other groups are using the building, tenants are asked to enter and exit their office(s) quietly to minimize their effect on the meeting taking place there. Church will ask other building users to respect office tenants' access.

Tenant hereby agrees to defend, protect, indemnify and hold harmless Prospect United Church of Christ, including its directors, officers, agents, trustees, employees, volunteers, and members (hereafter referred to as "the church") from any and all claims, liabilities, and/or suits arising either directly or indirectly out of the tenant's use of the premises.

Tenant assumes complete responsibility for loss of or damage to tenant's property or property of any invitee as well as property of "the church" arising out of their use of the premises.

If any building use emergencies arise when tenant is using the building (such as building alarm or water leaks) , tenant will call Roy Hardman at 425-761-3362.

Prior to use, tenant will:

1. Present a photocopy of a current business license, corporate registration, documentation of tax exempt status or documentation of mailing address, as appropriate.
2. Present a copy of the renter's Board (or similar body) resolution granting authorization to sign on behalf of the organization (if the renter is not an individual).
3. Present documentation of General Liability Insurance in the amount of not less than \$1,000,000 Bodily Injury and Property Damage and \$5,000 each person Medical Payments, with Prospect Congregational Church as an additional named insured or document to the satisfaction of the Church the ability to cover any costs incurred by the Church as a result of the use.
4. Fill out and sign the building use contract.
5. Present checks for office rental and security and cleaning deposit

During use:

1. Any items moved in common areas must be returned to their proper places.
2. Tenant may place modest amounts of waste in the church garbage, or recycling receptacles. Larger amounts, such as that created by parties or large meetings, must be removed by the user. Tenant will remove all food waste from the building.
3. Tenant will turn off lights and leave all used rooms clean.
4. Children must be supervised at all times.
5. NO SMOKING in the church building, or anywhere on the church grounds.
6. ALL exterior doors are to remain closed and locked at all times. Tenant will assure that exterior doors and windows used by tenant are closed and locked, then tenant leaves the building.

7. HEAT: will be programmed to come on just before your scheduled time. For occasional evening use, tenant may adjust the heat upon arrival using the up or down arrows on the thermostat in the room to be used. It will reset to program each night. Please heat only the area you are using. Hallways are NOT heated – **so keep interior doors closed**, and close them when you leave.

8. Prospect is not responsible for lost or stolen valuables.

9. COVID-19 clause:

- Tenant will adhere to CDC and state guidelines regarding posted room capacity, hand hygiene, mask use, physical distancing, and other requirements to prevent spread of disease.
- Prospect will provide a modest supply of sanitizers and masks to tenant upon request, to have on hand for emergencies.
- Tenant will sanitize all surfaces touched at the end of each day of use.
- Tenant will enforce social distancing, use of face masks, and hand hygiene for all participants.
- For each meeting, Tenant will provide a sign-in log that includes hold harmless clause, in/out date, time, purpose, and meeting location. Log must also contain list of all participants' contact information: phone or email at minimum. Copy of log form is attached to this agreement.
- Tenant will maintain a permanent participant log for every meeting, and provide copies to Prospect on a weekly basis.

Meeting Log (to be signed by all meeting attendees)

Signer hereby agrees to defend, protect, indemnify and hold harmless Prospect United Church of Christ, including its directors, officers, agents, trustees, employees, volunteers, and members (hereafter referred to as “the church”) from any and all claims, liabilities, and/or suits arising either directly or indirectly out of the tenant’s use of the premises.

Prospect has taken all reasonable precautions to lessen the risks of COVID-19 and is committed to following all CDC and WA State guidelines for mitigating COVID-19 exposure. Any contact with other people carries some risk. Each adult visitor is free to determine the level of risk they are willing to take. All visitors are required to sign the log unless they choose to exit.

Meeting date: \_\_\_\_\_ Time \_\_\_\_\_ Location \_\_\_\_\_

| Participant | Phone # | Email address |
|-------------|---------|---------------|
|-------------|---------|---------------|

- 1.
  - 2.
  - 3.
- Etc.