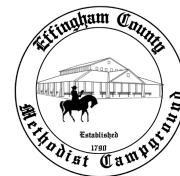


Effingham County Methodist Campground, Inc. Facilities Use Agreement



This agreement between Effingham County Methodist Campground, Inc., Effingham County, Springfield, Georgia, 401 Zoller Drive, Springfield, Georgia 31329 ("Owner"), and _____ ("User"), will take effect on _____ until _____. WHEREAS, Owner, as prescribed in the Constitution and By-Laws of Effingham County Methodist Campground, Inc., owns premises and facilities located at 401 Zoller Drive, Springfield, Georgia 31329 which is primarily used for worship, study, gatherings, fellowship, outreach, and service, and WHEREAS, User desires to use the premises and facilities for _____ and WHEREAS, Owner has agreed to allow User to the use the premises and facilities (_____) provided that the following terms and conditions are met.

IT IS THEREFORE AGREED BY BETWEEN THE PARTIES:

1. Owner agrees to let User use the above-described premises and facilities for the above-described purpose(s) on _____ (Days) from _____ (Times). The Reverend Randy Nease, Trustees Chair, Effingham County Methodist Campground, Inc. or his representative is the contact person for Owner, and _____ is the contact person for the User to coordinate usage.
2. This is a Covenant Agreement. In consideration for the benefit of using the Owner's premises and facilities, the User agrees to abide by all the terms and conditions described and contained within this agreement.
3. Upon agreement _____ will pay a usage fee of _____ in order to use the premises and facilities. A deposit of \$250.00 (Cleaning/Damage/Reservation) will be required to secure use of the premises and facilities named in this agreement. User agrees Usage Fees will be rendered two weeks prior to event. Additional expenditures may be required or forfeiture of deposit after a review of usage to determine if a need is warranted for compensation to be supplied to the Owner by the User.

Schedule of Usage Fees:

Deposit to Reserve Premises and Facilities - \$250.00 (Must be Paid to Secure Reservation)

Tabernacle - \$600.00

Youth Tent - \$500.00

Dining Hall - \$250.00 (Includes Use of Kitchen, with the Exception of Stoves/Ovens)

Grounds - \$250.00 (Includes Use of Bath Houses/Restrooms)

Wedding - \$1,200.00 (Includes Tabernacle, Dining Hall, Bath Houses/Restrooms)

Fundraiser Event - \$500.00

** Checks Should Be Made Payable to: Effingham County Methodist Campground, Inc.

4. User agrees that they *will not* use the premises and/or facilities for any unlawful purpose and will obey all laws, rules, and regulations of all governmental authorities while using the above-described premises and/or facilities. The User agrees that they *will not* use the premises and/or facilities for any purpose contrary to the Owner's mission, purpose, values, belief, or Constitution and By-Laws, which is a biblically-based religious institution.
5. The User agrees to abide by any rules or regulations for the use of the premises and/or facilities attached to this agreement.
6. User agrees they are solely responsible for implementing appropriate screening and supervision procedures to protect children, youth, and vulnerable adults attending User's function at above premises and/or facilities, which may include providing a copy of their policy regarding screening and supervision practices, guidelines, and protocols for volunteers working with children, youth, and/or vulnerable adults.

7. User agrees to hold harmless, indemnify and defend Owner (including Owner's agents, trustees, and representatives) from any liability for injury or damage including, but not limited to, illness, exposure to infectious/communicable disease, bodily injury, personal injury, emotional injury, or property damage which may result from any person using the above-described premises and/or facilities, its entrances and exits, and surrounding areas, for User's purposes, regardless of whether such injury or damage results from negligence of the Owner (including Owner's agents, trustees, and representatives) or otherwise.
 - a. User agrees to provide Owner proof of insurance, which may include, but is not limited to General Liability, Worker's Compensation
8. User agrees to be responsible for preparing for Owner and returning to pre-use condition all areas of the premises and/or facilities which User will use, including entrances and exits. These responsibilities include, but are not limited to, removing all trash, repositioning all furnishings, locking doors, turning off lights, and cleaning the space.
9. The User agrees to conduct a visual inspection of the premises, including entrances, exits, and access points to the premises or facilities before each use and warrants that the premises and/or facilities will be used only if it is in a safe condition.
10. This agreement may be canceled unilaterally by either party within 7 days via written notice to the other party. The deposit is non-refundable if agreement is canceled by the User less than 7 days prior to the event, whereas all Usage Fees (minus deposit) are refundable. In the event the Owner must terminate this agreement 7 days or less before the scheduled event for the use of premises and facilities, the User will be entitled to a full refund of Deposit and Usage Fees.
11. In the event the Owner must cancel this agreement, the User will be entitled to any Usage Fees the User has paid. However, in no event will the Owner be liable to the User for any lost profits or incidental, indirect, special, or consequential damages arising from the User's inability to use the above-described premises and/or facilities, even if the Owner has been advised of the possibility of such damages.
12. User agrees that they will not assign any of their rights under this agreement, and any such assignment will void this agreement at the sole option of the Owner.
13. Owner and User agree that any disputes arising under this agreement will be resolved via a mutually acceptable alternative dispute resolution process. If Owner and User cannot mutually agree upon such a process; the dispute will be submitted to a three-member arbitration panel.
14. This document contains the parties' entire agreement and supersedes all prior written or oral agreements relating to the subject matter.
15. The Owner (Executive Committee and/or Trustees), at its discretion, reserves the right to Accept or Deny a request for use of the Effingham County Methodist Campground, Inc. facilities and/or premises) based on Constitution, By-Laws, Rules and Regulations, and practice as a biblically-based religious institution.

Dated this _____ day of _____, _____

Signature

Signature

Position of Owner Representative (Title)

Position of User (Title)

Trustee Representative (Witness)

Trustee Representative (Treasurer)