

**TYPICAL SHARED FACILITY COVENANT CLAUSES**  
***United Methodist Church to Non UMC Church***

**Parties:** The \_\_\_\_\_  
United Methodist Church, referred to as HOST CHURCH, and  
\_\_\_\_\_, referred to as GUEST CHURCH,  
agree:

**Premises:** HOST CHURCH hereby Covenants to GUEST CHURCH the portions of  
the \_\_\_\_\_ United Methodist Church identified  
on the attached Floor Plan (Exhibit A), known as rooms: \_\_\_\_\_ and  
the common areas designated as \_\_\_\_\_.

**Term:** This Covenant shall commence on \_\_\_\_\_ and terminate on  
June 30, \_\_\_\_\_, unless otherwise terminated. The use of the portions of the property  
designated above, shall be on (state specific days and times). Use at other times shall be  
at the discretion of the HOST CHURCH. Application for such use shall be made by  
submitting the request to the HOST CHURCH.

**Contribution - Late Fees - Security Deposits:**

The GUEST CHURCH covenants to make contributions toward the operation and  
upkeep of the property. At all times the basic contribution shall be due two months in  
advance. GUEST CHURCH'S payment of \_\_\_\_\_ for the first two month's  
contribution and \_\_\_\_\_ for a security deposit, shall be due at the commencement of  
this Covenant. A regular subsequent payment of one month's contribution, in the amount  
of \$\_\_\_\_\_, plus any applicable taxes, fees, charges, or contributions due to HOST  
CHURCH'S granting additional usage by approving a Use Application, shall be due on  
the first of each month, payable at the HOST CHURCH'S address.

GUEST CHURCH shall pay HOST CHURCH a total contribution of  
\$\_\_\_\_\_ during said term, in monthly payments of \_\_\_\_\_,  
each due and payable monthly. ( **may add late fee provision with fee amount if so  
desire**)

If the GUEST CHURCH does not pay the contribution within \_\_\_\_\_ days after it is due,  
the GUEST CHURCH may be subject to eviction. The HOST CHURCH may also evict  
the GUEST CHURCH if the GUEST CHURCH does not comply with all of the terms of  
this Covenant and for all other clauses allowed by law.

GUEST CHURCH shall be held responsible for immediate replacement of any check  
returned by the bank due to insufficient funds. GUEST CHURCH will also be held  
responsible for any additional charges incurred by HOST CHURCH due to any returned  
check.

GUEST CHURCH agrees that no deposits are returnable unless all other matters are paid  
in full. Security deposits shall not be used as contribution, unless there are no security or  
other items due and payable at the termination of the Covenant. Security deposits shall

be placed in an identified account of the HOST CHURCH with no interest due thereon throughout the full term of the Covenant.

**Utilities & Taxes:** GUEST CHURCH shall contribute to the payment of utilities including water, sewer, electric and heat plus any other utility bills in the amount of \$\_\_\_\_\_ per month. If GUEST CHURCH'S use of the premises causes HOST CHURCH to incur expenses for taxes, fees, or charges by State of New Jersey/New York, County of \_\_\_\_\_, or City of \_\_\_\_\_, including but not limited to imposition of real estate taxes by loss of any partial or full exemption, GUEST CHURCH shall pay such expenses in full along with the next monthly installment payment. Such charges shall be apportioned and paid as part of the monthly contributions due. Failure to do so will constitute a default under terms of this Covenant.

**Corporate Status:** GUEST CHURCH shall provide evidence to indicate that GUEST CHURCH is a 501 (C) (3) tax-exempt corporation, and exempt from income taxes in both the United States and the State of New Jersey/New York.

**Safe Sanctuary Policy:** GUEST CHURCH agrees that all of its employees, officers, volunteers or vendors shall be made aware of and be supervised in such manner that they will conform to the standards set forth in the Safe Sanctuary Policy of the HOST CHURCH. GUEST CHURCH must provide copies of statements by every employee, officer, volunteer or vendor who may work with children, youth and/or vulnerable adults indicating that they have satisfactorily completed the Safe Sanctuary training.

**Maintenance:** GUEST CHURCH is responsible for keeping the Covenant area clean and safe at all times. GUEST CHURCH shall be responsible for janitorial services on the days they use the church. GUEST CHURCH will put away all supplies and equipment, and anything that is not stored shall be considered available for use by HOST CHURCH for its purposes. At termination of this Covenant, or in an instance of default, all supplies and equipment left at the site of the Covenant premises shall belong to the HOST CHURCH, with no recourse. Use of HOST CHURCH'S equipment and supplies shall only be by prior written use approval.

**No Pets:** NO pets shall be permitted on the property.

**Access:** HOST CHURCH has the right to declare the property closed and unavailable to the GUEST CHURCH in cases of inclement weather. No adjustments in contribution shall be made in such instances.

**Property Damage:** GUEST CHURCH shall be responsible for the cost of repair or replacement for any damage to property, equipment or supplies of the Host church if the damage is caused by GUEST CHURCH, its guests, clients, employees, volunteers or vendors. Repair or replacement shall be done with a reasonable time or within \_\_\_\_ days of the damage.

**Insurance:** GUEST CHURCH agrees to provide \$\_\_\_\_\_ ( **Host Church call Sovereign Insurance for the coverage amount**) in general liability insurance coverage, with the HOST CHURCH being specifically named as a loss payee. GUEST CHURCH agrees to supply an updated certificate of insurance as a condition of compliance with this Covenant term. GUEST CHURCH agrees that GUEST CHURCH, and GUEST CHURCH'S applicable insurance coverage shall be liable for any direct or indirect actions of the GUEST CHURCH, its clients, its guests, or its employees. GUEST CHURCH agrees to hold HOST CHURCH harmless and to pay any expenses, fees, and legal costs in any action wherein GUEST CHURCH becomes the subject of legal action, as a result of operating a business that is at least partially housed in the Covenant property.

**Structure:** No structural changes shall be made without HOST CHURCH'S prior written approval. GUEST CHURCH agrees to not encumber the property or place any fixtures or possessions on the Premises in any way so as to jeopardize title or possession. This clause applies to landscaping, signs, equipment, displays, and supplies as well.

**Condition:** Upon the expiration of the Covenant GUEST CHURCH will return possession of the Covenant premises in its present condition, reasonable wear and tear. GUEST CHURCH shall not commit, nor permit waste to the Covenant Premises. The security deposit funds shall be available to the HOST CHURCH at the expiration of the Covenant, to put premises into its current condition.

**Purpose:** The Premises shall solely be used for GUEST CHURCH'S own ministry purposes. GUEST CHURCH agrees that it will have a maximum of \_\_\_\_\_ persons on the property at any one time, unless having prior written approval.

**No Sub-let:** GUEST CHURCH shall not assign, sublet, or allow any other person or group to occupy the Covenant premises without HOST CHURCH'S prior written consent. No one other than GUEST CHURCH shall use the premises. HOST CHURCH may assign this Covenant at its sole discretion.

**Laws:** GUEST CHURCH shall comply with all building, zoning, criminal, and health codes, plus other applicable laws relating to said Covenant Premises. If HOST CHURCH incurs expenses to put the property into compliance, as a result of activity by the GUEST CHURCH, costs for such expenses shall be due at the next monthly anniversary of the payment schedule set forth in this Covenant. Failure to make such payments within 30 (thirty) days shall be a default under terms of this Covenant.

**Default:** In addition to other instances noted herein, failure to pay contribution or late fees or breach of other Covenant provisions shall constitute default under this Covenant. In the event of any breach of the payment of contribution or any other allowed charge, or any other beach of any of the terms of this Covenant, HOST CHURCH shall have full rights to terminate this Covenant in accordance with state law, and reenter and claim possession of the Covenant Premises, in addition to such other remedies available to HOST CHURCH arising from said breach.

**Quiet Enjoyment:** HOST CHURCH agrees that if GUEST CHURCH pays the contribution and are not in default under this Covenant, GUEST CHURCH may peaceably and share and enjoy the Premises for the term of the Covenant.

**Binding:** This Covenant is binding on all parties who lawfully succeed to the rights to take the place of HOST CHURCH or you, the GUEST CHURCH.

**Condition:** This entire Covenant is conditioned upon and only becomes effective upon satisfaction of all the requirements set forth in the *Book of Discipline* – 2012 edition.

**Modification:** This is the full Covenant between the parties. Exhibits, if any, attached hereto are incorporated into this Covenant. No other oral or previous written terms apply. It can be changed only by a Covenant in writing signed by the parties to the Covenant.

DATE: \_\_\_\_\_

\_\_\_\_\_, HOST CHURCH  
TRUSTEE

\_\_\_\_\_, HOST CHURCH  
TRUSTEE

\_\_\_\_\_, GUEST CHURCH:  
PASTOR OR TRUSTEE

\_\_\_\_\_, GUEST CHURCH  
TRUSTEE

**This is a sample agreement. Please have your legal counsel review this agreement.**