**SPACE SHARING AGREEMENT**

This Space Sharing Agreement (the “Agreement”) is made between the [Insert Church Name] (the “Church”) and the Space Sharing Organization, as defined below, regarding the shared use of the building and facilities located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Shared Space”).

1. **General Space Sharing Statement**. The Church and the Space Sharing Organization (each, a “Party” and, collectively, the “Parties”) are entering into this Agreement with the understanding that such arrangement shall be mutually beneficial to the Parties and each Party will operate with respect for one another. By entering this Agreement, the Church and Space Sharing Organization acknowledge that the Board of Trustees of the Northern Illinois Conference of the United Methodist Church has duly reviewed the mission and purposes of the Space Sharing Organization, as well as the stated purposes for use of the Shared Space and has approved this Agreement.
2. **Identification of Space Sharing Organization**. The organization/sponsoring entity that shall enter into this Agreement, thereby agreeing to be responsible for the obligations and terms herein, is listed as the following:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
3. **Identification of Users of Space**. Where different from the Space Sharing Organization, the organization or responsible persons using the Shared Space (the “Shared Space Users”) is listed as the following: (submit additional pages, as necessary)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
4. **Term of this Agreement**. This Agreement shall become effective on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and shall remain in effect until \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ or otherwise terminated by the Parties (the “Term”).

1. **Specification of Shared Space**. The Space Sharing Organization shall use the following specified spaces, rooms, facilities, or amenities within the Shared Space:
2. **Common Areas Clause**. During the term of this Agreement, the Space Sharing Organization (and the Shared Space User, as applicable) shall have the non-exclusive right to access and use those portions of the common areas (e.g., a vestibule, the bathrooms, parking areas, access roads and alleys, and general hallways) provided and designated by the Church for the general use and convenience of any users of the Shared Space, of which there may be multiple on site at the same time. Such spaces remain under the exclusive management and control of the Church.
3. **Intended Uses of the Shared Space**: The Space Sharing Organization states to the Church, for the review of its Board of Trustees, the following events, programs, initiatives or purposes for the Shared Space: (continue on additional pages as necessary)
4. **Parking Provisions**. The Space Sharing Organization shall provide to the Church details on the dates and times for which parking shall be required on the grounds of the Shared Space. **Note: parking outside of these specified times and outside of the purposes specified in Paragraph 5 above shall not be permitted**.
5. **Keys**. A set or sets of keys to the Shared Space will be provided by the Church to the Space Sharing Organization, who shall be responsible to the Church for their return at the termination of the Agreement. The Church *expressly forbids* the duplication of such keys. Additional keys or consultation on locking mechanisms may be requested in writing from the Church.
6. **Shared Space Access**. The Church, through its representatives, shall at all times retain control and immediate access to the Shared Space. The Space Sharing Organization agrees to ensure that any official representatives of the Church (e.g., members or agents of the Church) and any assistants hired or overseen by the Church (e.g., a church caretaker) shall always have immediate access to the Shared Space. Under no circumstances will the Space Sharing Organization or the Shared Space Users cause, permit, or act in any way such that access to the Shared Space is restricted from the Church. Alternative locks, security systems and the like shall not be installed by the Space Sharing Organization without consultation with and the approval of the Church.
7. **Monthly Contribution**. The Space Sharing Organization agrees to contribute a monthly contribution (the “Contribution”) in the amount of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to the Church for the continued use of the Shared Space. The Contribution shall be due on the \_\_\_th day of each month. Failure to remit the Contribution within five (5) business days of the monthly due date shall result in the addition of a five percent (5%) late fee assessment to the Contribution. Continued failure to remit the Contribution may result in the revocation of access to the Shared Space, at the discretion of the Church.
8. **Contribution Guarantee**. The Space Sharing Organization shall provide a list of the names and working contact information of its responsible officers authorized to act on its behalf (each, an “Authorized Officer”). As a material inducement to the Church entering into this Agreement, each Authorized Officer shall be jointly and severally liable with the Space Sharing Organization for the full and timely payment of the Contribution required under this Agreement, including any late fees or other charges incurred hereunder.
9. **Insurance.** The Space Sharing Organization shall obtain and provide proof of insurance coverage to the Church. Coverage shall include:
	1. a minimum of $1 million in liability coverage (per occurrence);
	2. insurance adequate to cover all equipment, furniture, inventory, and all other items belonging to space sharing organization and placed / stored within the shared space in question.
	3. Workmen’s Comp coverage and Sexual/child Misconduct and Abuse coverage
	4. the listing of the following entities as “Additional Insured” on the insurance certificate:
		1. [Insert Church Name]
		2. The Northern Illinois Conference of the United Methodist Church
		3. Bishop \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Bishop”) **[OFFICE USE ONLY]**
		4. The Board of Trustees of the Northern Illinois Conference

The Space Sharing Organization shall cause copies of such insurance certificates to be sent to the Church, with attention to the [Insert Church Information], prior to the effective date of this Agreement.

1. **Indemnification**. The Space Sharing Organization agrees that it will hold harmless and indemnify the Church, the Bishop and their appointed and authorized representatives, and any authorized agents of the foregoing (each, an “Indemnified Party”) from and against any and all loss, claims, liability, damages, expenses or costs (including court costs and reasonable attorney’s fees) suffered or asserted by third parties and incurred by reason of the performance of this Agreement, including:
	1. any negligence or willful misconduct of Space Sharing Organization (including their employees, agents, hired contractors, or volunteers) or any Indemnified Party occurring at the Shared Space,
	2. the conduct or management of the common areas of the Shared Space or of any business therein, or any work or thing done, or any condition created, in or about the common areas of the Shared Space and
	3. any default by the Space Sharing Organization in the performance of their obligations under this Agreement; *provided, that* the foregoing indemnity shall not apply to the extent such claim results solely from the gross negligence, clear and unmistakable omission or willful and wanton misconduct of the Church or the Indemnified Parties.
2. **Not-For-Profit Representation**. The Space Sharing Organization represents and warrants that it is (and shall remain during the term of this Agreement) an active not-for-profit corporation, as evidenced by copies of state and federal tax-exempt certification letters provided to the Church no later than the effective date of this Agreement. Any change in such status (e.g., suspension or revocation of non-profit status or suspension or dissolution of the corporation) shall be promptly reported to the Church without delay.
3. **Policies of the United Methodist Church.** The policies and procedures of the United Methodist Church, and those of the specific Church facility being used, shall at all times govern the use of the Shared Space, and the Space Sharing Organization (and the Shared Space Users, as applicable) agrees to abide by and enforce such policies and procedures throughout the term of this Agreement. Such policies include, but are not limited to:
	1. Prohibitions of the use of alcohol or any illicit or otherwise controlled or intoxicating substances or drugs **anywhere** inside of, on, or within 100 feet of the Shared Space or the property on which the Shared Space sits (the “Restricted Area”);
	2. Prohibitions regarding gambling of any kind in the Restricted Area.
	3. Prohibitions on weapons in the Restricted Area, except as permitted by state or federal law;
	4. Restrictions on the use of decorations, candles, open flames, or other items or articles in or around the Shared Space;
	5. Policies requiring safe gatherings for children and vulnerable adults (e.g., The Safe Sanctuaries Policy);
	6. Proper disposal of trash and recycling, and
	7. Treat all persons equitably and in accordance with applicable nondiscrimination laws and Church values.

The Church retains the right to amend its policies and procedures at any time and without consultation. Copies of the policies will be available on site at the building office. Failure to abide by the foregoing policies may result in the revocation of Shared Space usage.

1. **Responsibilities of Space Sharing Organization for Child Safety**. The Space Sharing Organization acknowledges the Church’s commitment to providing a safe environment for any children who come to the Shared Space. Accordingly, the Space Sharing Organization agrees to indemnify, defend, and hold the Church, and its current and/or former officers, directors, employees, and agents (collectively, the “Church Indemnified Parties”), harmless from and against any and all liability, expense (including cost of investigation, court costs, and reasonable attorneys’ fees) and claims for damage of any nature whatsoever, which the Church Indemnified Parties may incur, suffer, become liable for, or which may be asserted or claimed against the Church Indemnified Parties as a result of any claims brought against the Space Sharing Organization related to or arising out of alleged sexual or other abuse of children.
2. **Agreement Addendum Requests**. The Space Sharing Organization may submit to the Church a written request for the use of additional space within the Shared Space or seek to expand the specified uses under Paragraph 5 of this Agreement to include additional uses not specifically mentioned (each, an “Agreement Addendum Request”), i.e. use of outdoor spaces. Such requests must be made to the Church at least fourteen (14) days prior to the date of intended use and shall include the information required by Paragraphs 4-7, as applicable. The Church shall have the sole and absolute discretion to approve or deny such Agreement Addendum Requests and may assess an additional Contribution to encompass the amended Agreement. Such Agreement Addendum Requests shall be submitted to the Church.
3. **Termination**. This Agreement may be terminated by the Church immediately upon written notice to the Space Sharing Organization or Shared Space Users under any of the following circumstances:
	1. failure to timely remit the required Contribution under Paragraph 11;
	2. violation any applicable laws, Church policies, or terms of this Agreement;
	3. engaging in conduct that, in the Church’s reasonable discretion, poses a threat to health, safety, or property; or
	4. loss of not-for-profit status or legal authority to operate.
4. **Legal Compliance.** The Space Sharing Organization will ensure compliance with relevant local, state, and federal laws governing the use of the facility and group behavior, including such laws relating to occupancy, fire, and safety regulations.
5. **Entire Agreement**. This document (and any duly approved addenda thereto) shall constitute the entire Agreement. No other verbal or written assertions, claims or statements shall be accepted as part of this Agreement.
6. **Governing Law**. This Agreement shall be governed by the laws of the State of Illinois and the Space Sharing Organization agrees to pursue any claims or disagreements arising from this Agreement within the state courts found within Cook County, Illinois.

*[Signature Page to Follow]*

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**SPACE SHARING ORGANIZATION NAME**

**X\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

By:

Title:

Phone:

Email:

Date:

**[INSERT CHURCH NAME]**

**X\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

By:

Title:

Phone:

Email:

Date:

**Acknowledged and Accepted By:**

**THE NORTHERN ILLINOIS CONFERENCE OF THE**

**UNITED METHODIST CHURCH**

**X\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

By:

Title:

Phone:

Email:

Date:

|  |
| --- |
| UMC Representatives Contact Information |
| Name: |  |  |
| Email: |  |  |
| Phone: |  |  |
| Role: |  |  |

Church Caretaker

|  |  |
| --- | --- |
| Name: |  |
| Email: |  |
| Phone: |  |

For payment of Agreement Contributions, send to:

[Church Payment Info]