

# MEMORANDUM

TO: Local Churches of the Peninsula-Delaware Annual Conference

FROM: Leadership of the Peninsula-Delaware Annual Conference

DATE: May 2020

RE: Addendum to existing building use agreement for outside groups

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**THE ANNUAL CONFERENCE STRONGLY SUGGESTS THAT THERE BE NO NEW LEASE AGREEMENTS MADE AT THIS TIME FOR OUTSIDE GROUPS. THE LOCAL CHURCH SHOULD REVIEW THE LEASES OF GROUPS THAT ARE USING YOUR CHURCH TO ASSURE THAT THEY INCLUDE PROTECTIVE TERMS THAT WOULD ALLOW THE CHURCH TO REQUIRE THE LESSEE COMPLY WITH THE RESTRICTIONS ADOPTED BY THE BOARD OF TRUSTEES. BELOW IS AN APPENDIX THAT CAN BE ADDED TO YOUR EXISTING LEASE AGREEMENT**

## **SAMPLE LEASE / USE AGREEMENT – COVID-19 ADDENDUM**

The novel coronavirus, COVID-19, has presented unique, unprecedented, and unforeseen challenges that require [LOCAL UMC CHURCH] (hereinafter, “Lessor”) and [other organization] (hereinafter, “Lessee”) to reevaluate the terms of their relationship. In light of the foregoing, Lessor and Lessee hereby stipulate and agree as follows:

1. Effective [insert date], and in consideration of items 2-6, below, Lessee shall be permitted to utilize the space [as described in lease dated XXXXX / described as follows:]
2. Lessee shall be responsible for ensuring that the rules and conditions as set forth by the Board of Trustees of [LOCAL UMC CHURCH] as well as all CDC, State, Local and municipal health and safety guidelines and procedures are followed, prior to, during and following Lessee’s activities on Lessor’s property.
3. Lessee shall require that all employees, volunteers, or other individuals present on Church Premises due to the Lessee’s activities execute an “Assumption of Risk and Waiver of Liability Relating to Coronavirus/COVID-19” Form (Exhibit A). Lessee shall retain such forms for a period of not less than four years and shall produce same, upon request to Lessor.

4. Lessee shall, at its sole cost and expense, maintain commercial insurance coverage with Lessor as an additional insured, in an amount not less than [insert appropriate amount] per occurrence, which shall cover all of Lessee's activities on Lessor's property. Such policy shall cover claims based on exposure to COVID-19.
5. Lessee shall indemnify, defend, and hold Lessor harmless from and against any and all claims, losses, costs, liabilities, damages, and expenses, including, without limitation, penalties, fines, and reasonable attorneys' fees, to the extent incurred in connection with or arising from the use or occupancy or manner of use or occupancy of Lessor's Property or any injury or damage caused by Lessee or any person occupying the Lessor's Property through Lessee, whether or not such claims, losses, costs, liabilities, damages, and expenses are caused in part by Lessor.
6. In the event that Lessor and Lessee had a formal lease prior to the execution of this Addendum, no other provision of such lease shall be altered by this Addendum.

IN WITNESS WHEREOF, Lessor and Lessee, intending to be legally bound, have caused their proper and duly authorized officers to execute and deliver this Agreement.

**[Lessee]**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
[Name]  
[Title]

**[Lessor]**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
[Name]  
[Title]

# EXHIBIT A

## **ASSUMPTION OF THE RISK AND WAIVER OF LIABILITY RELATING TO CORONAVIRUS/COVID-19**

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. **COVID-19 is extremely contagious** and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

[Insert Church Name] ("**Church**") has put in place preventative measures to reduce the spread of COVID-19; however, **Church cannot guarantee** that I or my child(ren) will not become infected with COVID-19 while present in our facilities. Further, me and my children's presence in church facilities **could increase your risk and your child(ren)'s risk of contracting COVID-19.**

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by being present in church facilities and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at Church may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Church employees, volunteers, members, attendees and others present in Church facilities.

**IN CONSIDERATION FOR BEING PERMITTED TO USE CHURCH FACILITIES, I VOLUNTARILY AGREE TO ASSUME ALL OF THE FOREGOING RISKS AND ACCEPT SOLE RESPONSIBILITY FOR ANY INJURY TO MY CHILD(REN) OR MYSELF (INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, DISABILITY, AND DEATH), ILLNESS, DAMAGE, LOSS, CLAIM, LIABILITY, OR EXPENSE, OF ANY KIND, THAT I OR MY CHILD(REN) MAY EXPERIENCE OR INCUR IN CONNECTION OUR PRESENCE IN CHURCH FACILITIES ("CLAIMS"). ON MY BEHALF, AND ON BEHALF OF MY CHILDREN, I HEREBY RELEASE, COVENANT NOT TO SUE, DISCHARGE, AND HOLD HARMLESS THE CHURCH, ITS EMPLOYEES, TRUSTEES, VOLUNTEERS, MEMBERS AGENTS, AND REPRESENTATIVES, OF AND FROM THE CLAIMS, INCLUDING ALL LIABILITIES, CLAIMS, ACTIONS, DAMAGES, COSTS OR EXPENSES OF ANY KIND ARISING OUT OF OR RELATING THERETO. I UNDERSTAND AND AGREE THAT THIS RELEASE INCLUDES ANY CLAIMS BASED ON THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF THE CHURCH ITS EMPLOYEES, TRUSTEES, VOLUNTEERS, MEMBERS AGENTS, AND REPRESENTATIVES, WHETHER A COVID-19 INFECTION OCCURS BEFORE,**

**DURING, OR AFTER OUR PRESENCE IN CHURCH FACILITIES.**

List the names and ages of all children (if any) covered by this Waiver:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_

If I have listed any children above, I certify that I am the legal parent or guardian of such children and have the legal authority to sign this document on my children's behalf.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Witness Signature: \_\_\_\_\_

Print Name of Witness: \_\_\_\_\_