Space Sharing Agreement between
First Congregational Church of Woodbury
and
Mattatuck Unitarian Universalist Society

This Space Sharing Agreement (herein referred to as the “Agreement”) is made this 14th day of March 2017 between the First Congregational Church of Woodbury (FCCW) and the Mattatuck Unitarian Universalist Society (MUUS). FCCW is currently the owner of the buildings located at 214 Main Street South in Woodbury, Connecticut where it has been conducting religious services for the community since 1816.

The two parties to the agreement are interested in preserving the tradition at 214 Main Street South and have concluded that this Agreement will enhance the viability of that tradition in the near term while also enabling both congregations to grow in membership and community involvement.

Both parties recognize that we have a common heritage in colonial America. FCC, as the Church that established the Town of Woodbury, sees its mission as making the Word of God and the teachings of His son, Jesus Christ, relevant to our lives today. FCCW believes that “all are welcome here” and, through the Red Barn Thrift Shop and other activities, seeks to provide meaningful outreach to the local community and beyond. MUUS prides itself as a liberal tradition that is embodied in their seven principles that are drawn from many sources and commitment to being recognized as a Unitarian Universalist Association “Welcoming Congregation” including LGBTQ community members. MUUS is committed to religious pluralism.

THEREFORE, in consideration of the mutual promises herein regarding the sharing of the space including the sanctuary, social hall, staff and minister offices and classrooms, the parties agree as follows:

1. Term and Renewal:

   a. This agreement will commence on August 1, 2017 and will terminate on June 30, 2020, unless extended by the parties in writing beyond June 30, 2020; or terminated earlier by the parties, as provided for elsewhere in this Agreement.

   b. A formal review of the initial year of sharing space will be completed by December 31, 2018. Based on this review, FCCW and MUUS will make a mutual determination whether they want to continue the Agreement through June 30, 2020; or terminate it sooner. If the congregations agree to continue, a revised Sharing Agreement may be developed soon after. The purposes of the new Sharing Agreement may be to refine and/or re-define the logistics of the space sharing, among other things.

   c. Given the challenges of finding space for a religious community, it is understood that eighteen months is reasonable notice prior to terminating the agreement, except that this Agreement may be terminated sooner in the event
that either party is in material violation of it. Material violations shall include but not necessarily be limited to failure to pay rent, maintain insurance and/or material misuse or damage of the premises by MUUS, its patrons, guests, employees and/or invitees.

2. Payment towards Mutual Costs
   a. MUUS agrees to pay $2,500 per month to FCCW. Payments are due on the first day of each month, commencing August 1, 2017 and continuing on the first day of each month thereafter. The payment will be considered late if it is not made in full by the 10\textsuperscript{th} day of any month. A late payment fee of 1.5\% will be assessed to any late payment(s).
   b. Costs to be paid by FCCW include utilities, snow removal, grounds maintenance and sexton.
   c. Costs to be paid by MUUS are use of the administrator except for updating the combined calendar described below.

3. Security Deposit
   a. A security deposit equal to one month’s payment shall be paid upon the signing of this Sharing Agreement. This security deposit shall be returnable, without interest, and within 30 days of the termination of this Agreement or thirty (30) days after the conclusion of any holdover period, i.e. thirty (30) days after MUUS no longer occupies the premises, whichever is later, except in the case of breach of the terms of this Sharing Agreement or other damage(s) caused by MUUS, in which case, FCCW shall apply the security deposit to the cost(s) incurred as a result of damages by MUUS or MUUS’ breach of any of the terms herein, in addition to and not in lieu of any other remedies FCCW may have. If FCCW retains the security deposit it shall give notice to MUUS within said thirty (30) day period for the reasons therefore. The Security Deposit shall not be used by MUUS to make any monthly payment. If MUUS is in default of any payment due hereunder, FCCW may apply the Security Deposit to any payment not made by the 10\textsuperscript{th} day of any month, in addition to any and all other remedies FCCW may have. If FCCW applies the Security deposit to any payment, MUUS shall replenish the Security Deposit within thirty (30) days notice.

4. Holdover
   a. If after the defined term noted in section 1.a has been exceeded and the space sharing continues by mutual agreement, FCCW and MUUS will abide by the provisions of this agreement on a month to month basis until a new Agreement is signed.

5. Sunday Services
   It is recognized that sharing the sanctuary for weekly services on Sunday morning is the most challenging aspect of this Agreement. The parties agree to the following until a mutually agreed alternative is determined:
a. FCCW will have sole access to the sanctuary on Sunday morning until approximately 10:45 AM. It is recognized that sometimes services may go over this time limit.

b. MUUS will have sole access to the sanctuary on Sunday morning from 11:15 AM until 1:00 PM. It is recognized that sometimes services may go over this time limit.

c. The period of 10:45 AM to 11:15 AM is recognized as a period of transition as one congregation leaves and the other one gathers for its service. The Fellowship Hall will be available for both congregations.

d. MUUS choir practice will take place on the first floor prior to Sunday Service.

e. Special provisions for special Sundays where there may be a combined service with one speaker must be mutually agreed upon by the Coordinating Committee noted in section 5. B.

f. Hymnals. MUUS will have use of space in each pew and reasonable other places to place their hymnals.

g. Other space in sanctuary. It is understood that MUUS will need additional space to store some items to be used in the service including their Chalice, choir materials and candles. Such space will be identified, reasonable and so labeled.

h. MUUS Minister’s Office. An office with its own access to the peace garden will be set aside for the exclusive use by MUUS’ Minister.

6. Administration of Space Sharing

a. Combined Calendar. All events shall be listed on the combined calendar that will be maintained by the FCCW administrator. This will apply to uses of the Sanctuary, Fellowship Hall, kitchen and class rooms. The rule of thumb is that if it is not on the combined calendar than it does not have permission to happen. The appointments will be entered on a first come first serve basis by the FCCW Administrator. If there are concerns about a specific event needing priority over an existing event, this should be brought to the attention of the coordinating committee (see 5.b.) MUUS will identify its people who are authorized to schedule events on the combined calendar.

b. Coordinating committee. There will be a coordinating committee with a minimum of four people with two appointed by the Council of FCCW and two appointed by the Board of Trustees of MUUS. The respective ministers are ex-officio members. For the period August 1, 2017 through December 31, 2017, the coordinating committee will meet monthly to review any issues related to space sharing. They will be entrusted to resolve any issues or bring them to the attention of the leadership of FCCW and MUUS. They will be responsible for preparing a draft of the evaluation of this agreement by October 2018 for review with the leadership of each congregation.

c. Building Access. Only designated people will be provided with keys for the building. These people will be approved by the Coordinating Committee.
Coordinating Committee is responsible for tracking and making sure that keys are no longer with people not authorized.

d. Kitchen privileges and storage. MUUS will have full use of the kitchen for their events that are scheduled pursuant to subsections a. and b. above. They are responsible for leaving the kitchen as they found it. MUUS food that is to be kept for a future event should be properly labeled so that it is not used inadvertently by others.

e. Use of Classrooms: MUUS will have use of the three (3) classrooms. Projects and materials may be kept in the room from week to week. If on occasion, the classroom will be needed for a mid-week meeting, the MUUS Religious Education director will be notified by the administrator and take appropriate steps to safeguard the materials and any ongoing project. In general, this will mean storing it away from the chairs and tables.

f. Other storage. It is understood that MUUS will need other storage areas in the social hall for other items including audio visual equipment.

(g). Equipment usage. Any equipment owned by MUUS that is being brought to FCCW will be made available for use by both congregations. For example, MUUS has a separate sound system and video projector that could be used in the social hall for concerts and speakers.

h. Interior Signage (banners). MUUS has seven (7) large banners (approximately 3 ½ feet wide by 9 feet long) that state their seven principles. FCCW will work with MUUS to make sure a suitable place of prominence is found to hang these banners during MUUS’ Sunday services. MUUS shall take its banners down at the conclusion of its Sunday services.

i. Mail received on site. Although MUUS will continue to keep its own Post Office Box, it is inevitable that mail for MUUS will come directly to 214 Main Street South. The FCCW administrator will create a mailbox area in the office for MUUS for this mail to be placed. MUUS shall not maintain a mailbox on the street.

j. Telephone lines and internet access. MUUS will have its own telephone number. MUUS’s current provider is Charter Communications for both its telephone number and internet access. MUUS will want to continue this. It is the intention of MUUS to have a wireless router for its internet access and this would be shared with FCCW members as part of this agreement.

7. Insurance and liability. MUUS shall obtain and maintain its own general liability insurance policy and will name FCCW as “first insured” of not less than one million ($1,000,000.00) dollars and shall provide a copy of this policy to FCCW prior to occupying the premises and shall maintain said policy in full force and effect at all times it occupies space at FCCW’s premises, including any hold-over period. MUUS shall, upon obtaining this policy, instruct its insurance agent in writing to immediately notify FCCW of any lapse in the policy and shall provide a copy of this letter of instruction to FCCW.
8. MUUS acknowledges that the buildings are hundreds of years old and may have aspects that do not conform to current building code requirements. FCCW makes no representations as to the safety of the premises. MUUS will hold FCCW harmless and indemnified from any claim or suit brought by its patrons, guests, employees, agents and invitees for personal injury or property damage that is not caused by the willful or intentional act(s) of FCCW, its agents and/or employees. MUUS will be responsible for ensuring that the outside walkways, stairs and other outside areas used by its patrons, guests, employees, agents and invitees are cleared of snow and ice prior to any events or services held by MUUS. It is understood that on Sundays, MUUS’ services will ordinarily follow FCCW’s services within a half hour and that if weather is inclement, FCCW’s responsibility to clear outside areas of snow and ice will end once FCCW’s services have concluded for the day.

9. Exterior signage. It is agreed that exterior signage to show that there are two congregations on site with different meeting times is essential. Both parties will work with the Town of Woodbury Zoning department and Historic District Commission to get the proper approvals. This will be handled by the Coordinating Committee who will also be responsible for the final design of the sign(s). Current zoning and/or historic district regulations of the Town of Woodbury may not allow outside banners to be displayed. MUUS shall abide by all local zoning and historic district regulations and other town ordinances.

10. Parking. Parking issues may arise as there will be people arriving for the 11:15 service before the people from the prior service have left. For most people the parking at LaBonne’s will be sufficient. However, this may be an issue for handicap parking spaces, which are more limited. The coordinating committee will review this situation and if necessary identify more handicap parking spots. All efforts will be made to make sure everyone obeys the handicap parking signage.

11. Default of payment and/or Lapse of Insurance: If MUUS is persistently late with its payments (defined as late more than three (3) times in any calendar year) or if it is more than two (2) months delinquent with any payment or portion thereof or if it permits its general liability insurance to lapse and does not cure any lapse of insurance within five (5) days’ notice thereof, FCCW has the absolute right to take any reasonable measures to disallow and discontinue MUUS’s use and access to the building for services, education and other programs, including but not limited to changing the locks and refusing MUUS and its patrons access to the premises until the situation is resolved to the satisfaction of FCCW.

12. Waste Removal: MUUS shall be responsible for prompt and proper disposal and removal of all waste and garbage it generates on the premises.

13. Damage: MUUS shall promptly repair and/or pay for the cost of repairing any and all damage that it or its congregants, patrons, agents and/or employees cause to or on the property, its buildings and/or to any of the mechanical systems that serve the buildings and property (collectively: the premises). Any and all contractors employed to work on or repair the premises must be licensed and insured and approved by FCCW, which approvals shall not be unreasonably withheld or delayed.

14. Termination of Agreement. Except in the event of a material breach of the terms of this Agreement, either party may terminate this agreement as long as eighteen months’ notice is provided. If mutually agreed, or in the event of a material breach of a term
or terms of this Agreement, the agreement can be terminated sooner. If the premises or any material portion thereof become untenantable or unusable due to fire, flood or other act of God, such that MUUS cannot reasonably continue its contemplated use and enjoyment of the premises and repairs cannot be made within ninety (90) days, either party may terminate this Agreement.

15. Alterations and Improvements. Any alterations or improvements to the premises, including the Fellowship hall, kitchen, sanctuary or classrooms, must first be approved by the Coordinating Committee. Depending on the nature of the change, these may need to go to FCCW leadership for approval. Determination of whether the FCCW involvement is necessary will be the responsibility of the members of the Coordinating Committee from FCCW. Final approval of any alterations to the premises and its facilities rests exclusively with FCCW; which shall not be unreasonably withheld or delayed. FCCW may require MUUS to remove or reverse any alterations it makes at the conclusion of its occupancy. At the end of its occupancy, MUUS shall remove its belongings and effects and leave the premises in the same condition they were in upon taking occupancy, normal wear and tear excepted. FCCW may dispose of any belongings and effects not promptly removed by MUUS upon the conclusion of its occupancy without further notice or liability to MUUS.

16. Damage to property not covered by Insurance. MUUS and FCCW are responsible for non-insured damage done by their respective congregants agents and employees or that happen while they have reserved the space. For example, if MUUS was to use the social hall for a concert and during the event a table was broken, it is MUUS's responsibility to repair or replace. If it is a jointly sponsored event, the parties would split the cost. Each party could then go about assessing and/or recovering damages against a particular person if they so desire.

17. Notice. Any notice required or permitted under this Agreement shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:
   a. If to FCCW: 214 Main Street South, Woodbury, CT 06798
   b. If to MUUS: P.O. Box 876, Woodbury, CT, 06798

18. Headings & Severability: The headings used in this Agreement are for convenience of the parties only and shall not be considered in interpreting the agreement. If any portion of this Agreement is declared to be invalid or unenforceable, the rest of this Agreement shall remain in full force and effect.

19. Final Agreement. This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

Signed by:

Elizabeth Jaffin, Moderator First Congregational Church of Woodbury

Tom Oakes, President of Mattatuck Unitarian Universalist Society

Page 6 of 6