

## **FACILITY USE AGREEMENT AND GENERAL RELEASE & INDEMNIFICATION**

PLEASE READ THIS ENTIRE AGREEMENT CAREFULLY BEFORE SIGNING, AND INITIAL BESIDE EACH PARAGRAPH TO ACKNOWLEDGE YOUR UNDERSTANDING AND CONSENT.

I, \_\_\_\_\_, affirm that:

*(Initial)*

- \_\_\_ 1. I have received a copy of, read, understand, and agree to abide by the Church's Facility Use Policy, including all general guidelines and use restrictions.
- \_\_\_ 2. I understand and agree that the Church does not allow its facilities to be used in any way that contradicts its mission, beliefs or teachings.
- \_\_\_ 3. To the best of my knowledge the purposes for which I am requesting use of the Church's facilities do not contradict or potentially contradict the Church's mission, beliefs or teachings, and I agree to use the facilities in a manner consistent with the purposes stated on my application.
- \_\_\_ 4. I understand and agree that the Church does not allow its facilities to be used by persons or groups advocating beliefs that contradict the Church's mission, beliefs or teachings.
- \_\_\_ 5. I am not aware of any beliefs advocated by me or my organization or group that contradict or might contradict the mission, beliefs or teachings of the Church.
- \_\_\_ 6. I understand and agree the consumption and/or possession of alcohol, tobacco, marijuana, and other illicit substances on church property is strictly prohibited.
- \_\_\_ 7. I understand and agree the use of musical instruments (including recorded instruments) for religious music or worship on church property is strictly prohibited.
- \_\_\_ 8. I understand and agree that no person who is not a member in good standing at a faithful congregation of the church of Christ may give a sermon, lecture, or lesson, or lead a prayer, officiate a wedding, or otherwise take the lead in any worship activity or public teaching in the Church's facilities or on church property.
- \_\_\_ 9. I understand and agree that approval to use these facilities is conditional and that the Church's eldership or its designee may terminate all facility use privileges and remove any person or group at any time without notice, including after initial approval or during the event.
- \_\_\_ 10. I understand and agree that the Church's eldership has the exclusive and final authority to determine, based on its understanding of biblical precepts and principles, all matters related to the Church Facility Use Policy including whether a person or group's use, belief or activity is inconsistent with the Church's missions, beliefs, and teachings, whether a person is in good standing, and what constitutes a faithful congregation.
- \_\_\_ 11. I understand and agree to notify the Church's eldership immediately of any knowledge or suspicion that the Church's facilities are being utilized in a manner inconsistent with my stated purposes for using the facility, the Church's beliefs or teachings, or the Church's Facility Use Policy.
- \_\_\_ 12. I understand and agree to provide adequate adult supervision for all events involving children and youth.
- \_\_\_ 13. I understand and agree that no guns or other weapons are allowed on church property without the prior written approval of the eldership.

- \_\_\_\_ 14. I understand and agree abusive or foul language and violent, disruptive, or harassing behavior is strictly prohibited while using the Church's facilities or on church property.
- \_\_\_\_ 15. I understand and agree to confine the event to pre-approved areas of the church property only.
- \_\_\_\_ 16. I understand and agree the Church reserves the right to coordinate and schedule alternative activities and events in other church facilities or areas of church property.
- \_\_\_\_ 17. I understand and agree that I have inspected the facility to be used and have independently determined that it is suitable and safe for all intended purposes.
- \_\_\_\_ 18. [NON-MEMBERS ONLY] I understand and agree that upon approval of my facility use request, I will provide a certificate of general liability insurance with a combined single limit of not less than \$500,000, and will name the Church as an additional insured.
- \_\_\_\_ 19. I understand and agree that the Church's facilities are to be used with care and left in good, clean condition.
- \_\_\_\_ 20. I understand and agree that I will remove all items, such as food or drinks, brought to the event by me or any person attending the event.
- \_\_\_\_ 21. I agree to return all Church equipment, such as tables and chairs, to their original placement, unless otherwise instructed by the Church's eldership or its designee.
- \_\_\_\_ 22. I understand and agree that I am personally responsible for the cost for cleanup and any damages to the Church's facilities resulting from use.
- \_\_\_\_ 23. I understand and agree that the Church reserves the right to accept or deny any individual or group who seeks to use or reserve the Church facilities, at the sole discretion of the eldership.
- \_\_\_\_ 24. I understand and agree that any permission granted to individuals or groups to utilize the Church's facilities will not be transferred or passed to any alternative individual or group without the permission of the Church's elders.
- \_\_\_\_ 25. **I AGREE TO RELEASE, PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS THE CHURCH AND ITS ELDERS, TRUSTEES, OFFICERS, MINISTERS, DEACONS, EMPLOYEES, MEMBERS AND OTHER REPRESENTATIVES OR DESIGNEES FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, LOSSES, DAMAGES, ACTIONS, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEY'S FEES AND OTHER LEGAL COSTS) DIRECTLY OR INDIRECTLY ARISING OUT OF THE USE OF ANY CHURCH FACILITIES OR PROPERTY.**

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Dated Signed

\_\_\_\_\_  
Applicant Printed Name

\_\_\_\_\_  
Title

**TO BE COMPLETED BY THE ELDERS:**

The undersigned, on behalf of and by the authority of the elders of the [Name] church of Christ, do hereby **approve / not approve** (*circle one*) the facility use application of \_\_\_\_\_ on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, subject to all the terms and conditions set forth in the Facility Use Policy and the Facility Use Agreement and General Release & Indemnification as well as any special conditions listed below.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date Approved

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**SPECIAL CONDITIONS:**      Yes \_\_\_ No \_\_\_

\_\_\_\_\_  
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