

Central Union Church
Application for Use of Church Facilities

Name of Group: _____

Date of Application: _____

Single Event Description of Event: _____

Recurring use of specific rooms/areas for regularly scheduled program

Times Facilities Required: From: _____ AM PM To: _____ AM PM

Monday Tuesday Wednesday Thursday Friday Saturday Sunday

Specific Date(s) Required: _____

Contact Person: _____ Phone #: _____

Email: _____

The applicant and the individual executing this application hereby waive any and all claims, demands, and causes of action that they may have against Central Union Church as a result of the use of church facilities pursuant with this application. The applicant and the individuals executing this application shall indemnify and hold harmless Central Union Church and its officers, agents, and employees from and against any and all costs of litigation arising out of or associated with the use of church property by the applicant group and its members, guest, employees, and agents pursuant to this application. Further, the user Group will provide a certificate of liability insurance in favor of Central Union Church in the amount of at least \$1,000,000.

We have read and agree to comply with the policies and regulations regarding use of Church facilities.

Printed Name and Signature of Applicant: _____

Address: _____ Phone #: _____

For Office Use Only

Approved: Yes / No Date of Approval: _____

Room(s)/areas to be used: _____

Donations/Fees Paid \$ _____ Receipt No: _____

CODE: NP00 NP50 ST50 MB50

Security Deposit Waiver: Approved by / Date: _____

Facilities Use Agreement

This agreement by and between Central Union Church, (“Owner”), and _____ (“User”),
User’s Name
will take effect on the _____ day of _____ and will continue for a period of _____.
Day Month Year Days / Hours

WHEREAS, Owner owns premises located at 1660 South Beretania Street, Honolulu, HI 96826.

Which is normally used for _____, and WHEREAS, User desires to
Type of use

use the _____ area of the facilities for the Purpose of
Venue(s) Name

_____, and WHEREAS, Owner
Purpose of use

has agreed to allow User to use the facilities provided that the following terms and conditions are met.

It is Therefore Agreed By and Between the Parties:

1. Owner agrees to let User use the above described premises for the above described purpose on

_____, _____,
List dates and times of usage Owner’s contact person name and title

is the contact person for Owner and _____ is the contact person for User to
Name of User’s contact person
coordinate the details of usage.

Fee Agreement. User agrees to pay Owner _____ for the use of the premises.
Amount

Non-Fee Agreement. In consideration for the benefit of using Owner’s facilities, User agrees to abide by all the terms and conditions of use described in this agreement.

2. User agrees that it will not use the premises for any unlawful purposes, and will obey all laws, rules, and regulations of all governmental authorities while using the above described facilities.

3. User agrees that it will not use the premises for any purpose that is contrary to the mission, purpose or belief of the Owner, which is a biblically-based religious institution.

4. User agrees to abide by any rules or regulations for the use of the premises that are attached to this agreement.

5. Type of User, Organizational or Individual.

Organizational Users. User promises and warrants that it carries liability insurance with a minimum liability occurrence limit of \$1,000,000. The User will provide a certificate of insurance to the Owner at least seven (7) days prior to the date upon which the User begins to use the above described premises. The certificate of insurance will indicate that User has made Owner an “additional insured” on User’s policy with respect to the use by User of the above described premises.

○ Individual Users. User promises and warrants that User will fill out and sign the Activity Participation Agreement (either provided by or acceptable to Owner) *on behalf of and shall be responsible for* each participant in the activity.

6. User agrees to hold harmless, indemnify and defend Owner (including Owner's agents, employees, and representatives) from any and all liability for injury or damage including, but not limited to, bodily injury, personal injury, emotional injury, or property damage which may result from any person using the above described premises, its entrances and exits, and surrounding areas, for User's purposes, regardless of whether such injury or damage results from the negligence of the Owner (including Owner's agents, employees and representatives) or otherwise.

7. User agrees to be responsible for preparing for use and returning to the pre-use condition all areas of the premises which User will use, including entrances and exits.

8. User agrees to conduct a visual inspection of the premises, including entrances and exits, prior to each use, and warrants that the premises will be used only if it is in a safe condition.

9. The agreement may be cancelled unilaterally by either party with 3 days written notice to the other party.

10. In the event that Owner must cancel this agreement, User will be entitled to any deposit User has paid. However, in no event will Owner be liable to User for any lost profits or incidental, indirect, special, or consequential damages arising out of User's inability to use the above described premises, even if Owner has been advised of the possibility of such damages.

11. User agrees that it will not assign any of its rights under this agreement, and any such agreement will void this agreement at the sole option of the Owner.

12. Owner and User agree that any disputes arising under this agreement will be resolved via a mutually acceptable alternative dispute resolution process. If Owner and User cannot mutually agree upon such a process, the dispute will be submitted to a three-member arbitration panel of the American Arbitration Association for final resolution.

13. This document contains the entire agreement of the parties and supersedes all prior written or oral agreements relating to the subject matter.

Dated this _____ day of _____
day month year

Owner

User

Signature

Signature

Position with Owner (title)

Print Name

Activity Participation Agreement/Release Form

Activity Information (To be completed by the activity sponsor)

User Name or Sponsoring Organization: _____

Address: _____ Telephone: _____

Description of activity: _____

Date(s) and location of activity: _____

Participation Agreement

I acknowledge that participation in the activity described above may involve risk to the User and Participants, and may result in various types of injury including, but not limited to, the following: sickness, bodily injury, death, emotional injury, property damage and financial damage.

In consideration for the opportunity to participate in the activity described above (the “activity”), the User acknowledges and accepts the risks of injury associated with participation in and transportation to and from the Activity. The User accepts personal financial responsibility for any injury or other loss sustained during the Activity or during transportation to and from the activity, as well as for any medical treatment rendered that is authorized by the Sponsor or its agents, employees, volunteers, or any other representatives (collectively referred to hereinafter as the “Activity Sponsor”). Further, the User on behalf of all participants releases and promises to indemnify, defend, and hold harmless the Activity Sponsor for any injury arising directly or indirectly out of the negligence of the Activity Sponsor, the Participant, or otherwise.

If a dispute over this agreement or any claim for damages arises, the User agrees to resolve the matter through a mutually acceptable alternative dispute resolution process. If the User and the Activity Sponsor cannot agree upon such a process, the dispute will be submitted to a three-member arbitration panel for resolution pursuant to the rules of the American Arbitration Association.

Signature: _____ Date: _____

User (on behalf of self and all participants)