

Attachment "D"

**31st STREET SEVENTH-DAY ADVENTIST CHURCH
ACKNOWLEDGEMENT & WAIVER FOR USE OF CHURCH FACILITIES FORM
(GENERAL)**

Name of Person(s)/Organization		
Authorized Representative		
Title/Position		
Address		
City	State	Zip
Primary Phone	Cell Phone	Fax Number
Email Address		
Facilities		
Proposed Use		
Date(s) & Time(s) of Use		

Note: *The 31st Street Seventh-day Adventist Church will be referred hereinafter as "the Church."*

- 1. Use of Facilities:** The Organization will use the above described Facilities only for the Proposed Use described above. The Organization will comply with (a) all applicable federal, state and local laws, ordinances and regulations affecting the organization, the Church, the Facility or the use of occupancy thereof; and (b) all Church policies in effect at the time of the proposed use affecting the use and occupancy of the Facility. The Organization acknowledges that it has had an opportunity to review all relevant policies of the Church concerning the Proposed Use of the Facilities, which policies are incorporated herein and made a part of this agreement by reference.
- 2. No Smoking or Alcoholic Beverages:** The Organization agrees that no smoking shall be permitted at any time and that no alcoholic beverages shall be possessed, sold, used or consumed at any time on Church property.
- 3. Use of Foul Language or Any Ungodly Activity:** The Organization will ensure that the use of foul language or any other ungodly activity will not be allowed by any individual at any time while on Church property.
- 4. Revocable Privilege:** The Organization acknowledges that its use of the Facilities is a privilege, which is revocable by the Church at any time, with or without cause. The Church reserves the right at any time, with or without cause, to revoke the privilege of the Organization to use the Facility, and the Organization agrees to vacate the Facilities promptly upon request of any Church officer, trustee or employee.
- 5. Responsibility/Reimbursement for Damage:** The Organization agrees to reimburse the Church promptly for the cost of repair or replacement of all damage to the Facilities or to any other real or personal property of the Church (including replacement, if necessary) arising out of the use of the Facility or such other Church property by the Organization or its members, agents, contractors, or employees. The Organization agrees that the Church may in its discretion, require a damage deposit from the Organization to be used to reimburse the Church for the repair and replacement of any damage to the Facility or such other Church property; provide, however, that any such damage deposit will not be construed as a limitation on any liability of the Organization to the Church.

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6. Fees: The Organization agrees to pay all fees and reimburse all amounts as described in applicable Church policies, plus the following fees (if any):

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7. Waiver and Indemnification: The Organization and its members hereby waive any and all claims losses, damage or injury to persons or property arising out of or incurred in connection with the use of the Facilities or any other real or personal property of the Church. The Organization and its members shall indemnify the Church, its trustees, officers, members and employees from and against any claim, loss, damage or injury arising from any act or failure to act by the Organization or its members, agents, contractors or employees.

8. Independent Organization: The Organization acknowledges that it is a separate and independent organization from the Church, and it not an agent of the Church, and shall have no authority to act on behalf of or otherwise bind the Church.

9. Binding Agreement: No Oral Modification: The terms and conditions of this agreement shall be binding on the Organization and its members and its and their heirs, personal representatives, successors and assigns. The term and conditions of this agreement may only be modified with the written consent of the Church.

THIS "ACKNOWLEDGEMENT & WAIVER FOR USE OF CHURCH FACILITIES" IS AGREED TO AND ACCEPTED BY AS OF THE DATE OR DATES INDICATED BELOW:

Printed Name of the Person(s) or Organization

BY:

Printed Name of Authorized Representative	
Title/Position	
Signature of Authorized Representative	Date

ACCEPTED BY:

Printed Name of Church Administrator	
Signature of Church Administrator	Date