

I _____ affirm that:

1..I understand that the church does not allow its facilities to be used in a way that contradicts its faith or by persons or groups holding beliefs that contradicts the church's faith.

2. To the best of my knowledge the purpose for which I am requesting use of church facilities will not contradict the church's faith, and I commit to properly disclose any potential conflict of which I am aware or become aware to the church staff.

3. I am not aware of any beliefs that are professed by me or the organization I represent and which is requesting use of the church's facilities that contradict the beliefs of the church. I agree to promptly disclose any potential conflicts in belief to church staff.

4. I understand that upon approval of my facilities use request I will need to provide a donation in the amount agreed, provide a certificate of insurance for at least \$1,000,000.00 of coverage prior to use , and pay any other fees required by the church.

5. I understand that the church does not allow its facilities to be generally available to the public, and that my use of these facilities is subject to Elder approval, which is conditioned in part on my agreement to the requirements in the "Church Facility Use Policy," a copy of which I have read and understood.

6. I understand that I will be responsible for any damages to the church facilities resulting from this proposed use of facilities

7. I understand that the church must receive the facilities in the same condition that it was received at the time of use.

8. The church believes disputes are to be worked out between parties without recourse to the courts. See, generally, Matthew Chapter 18 and 1 Corinthians Chapter 6. Accordingly, users of the facility agree to attempt resolution of any disputes through Christian mediation.

9. I, the undersigned, will be present/onsite during the time requested.

Signed: _____ Date: _____

TERMS AND CONDITIONS:

- NO ALCHOLIC BEVERAGES or SMOKING on church property at any time.
- Any damage, or replacement costs due to food or beverage will be the responsibility of the user.
- The building is to be left clean –all garbage and recyclables are to be removed from the building immediately after any function.
- The church building manager will coordinate with the User the set-up of tables and chairs used at functions. The User may be required to assist with table and chair setup and takedown. The User will coordinate the setup with the Church in advance.
- Clean-up will be the responsibility of the person or persons that signed the “Church Facility Reservation Request and Agreement” form. The Building Manager will inspect the facility after an event to ensure that it is cleaned properly.
- No decorations or material will be attached to walls or wall attachments. All decorations, staging, and equipment must be broken down and removed immediately following the event.
- Any personal or group property left on the church premises shall be at your own risk and only with prior permission from the Church.
- ALL areas of the facility should be left as it was found. The deposit will be refunded within 10 days after inspection of the facility subject to inspection by Building Manager..
- User shall not use the church’s paper products (cups, plates, napkins, etc,) aluminum foil, food or drink items. User must provide their own products for personal uses.

DAMAGE ASSESSMENT:

Damage to the church property caused by the user, any contractor, or any employee of the user, or any person attending the event will be charged to the user.

We have read and agree to abide by the terms and conditions of this agreement including any supplementary agreement (s) attached hereto: to keep and maintain the church property and good name in the condition as found, to maintain the security of the premises and all equipment, furniture, fixtures and valuables, allowing no unauthorized person (s) to enter or use church property or to remove any church property and to remove any property brought into the church when the use period is over. Any infraction of this agreement may result in loss of security deposit, denial of further use of the church premises, and/or cancellation of this contract.

Applicant: _____ Date _____

Approved by Hills View Evangelical Free Church:

Pastor/Designee: _____ Date _____

Supplementary Agreement:

Contact Person: _____ Phone: _____

Total Due: _____

Donation Amount: _____ received on: _____ check no: _____

Please make donation payable to: "Hills View EFC".

The balance of all fees is due no later than 4 weeks prior to your event.

Balance Due on: _____ (Certificate of Insurance due at this time)

Received: _____ check no: _____

Hills View Facilitator Signature: _____

Responsible Party Signature: _____

Notes: _____

Inspection (after event): _____
_____ initial(s): _____

Building Use Waiver and Release

I enter into this Building Use Waiver Release (Agreement) with Hills View Evangelical Free Church for the privilege to use the facility located at 13776 Sturgis Rd. Piedmont SD.

1. Waiver and release of all claims (including negligence)

In consideration for use of the facility, I waive and release Hills View Evangelical Free Church its agents, servants, employees, insurers, successors and assigns from all claims, demands, causes of action, damages or suits at law and equity of whatsoever kind, including but not limited to claims for personal injury, property damage, medical expenses, loss of services, on account of or in any way related to or growing out of my presence at the facility or use of the facility and/or equipment.

This waiver and release is intended to and does release Hills View Evangelical Free Church from any and all liability for damages or injuries on account of or in any way related to or growing out of my negligence, the negligence of third parties and Hills View Evangelical Free Church's negligence, including but not limited to negligence in the construction, maintenance and upkeep of the facility and its equipment, negligence in training or negligence in supervision. This is not intended to release Hills View Evangelical Free Church from any liability resulting from their intentional conduct.

I further covenant and agree not to institute any claims or legal action against Hills View Evangelical Free Church for any claim released by this Agreement. I further agree that should any claim be made against Hills View Evangelical Free Church in contravention of this Agreement, including but not limited to derivative claims, I will protect, defend and completely indemnify (reimburse) Hills View Evangelical Free Church for any such claim and expenses including attorney's fees and costs incurred by Hills View Evangelical Free Church in defending themselves or security indemnity hereunder. I recognize the facility is not supervised, and I use the facility (including premises and equipment) entirely at my own risk.

2. I understand that Hills View Evangelical Free Church is not responsible for any lost or stolen valuables or property from within the facility.

3. While at the facility, I agree to conduct myself in a responsible manner and will refrain from engaging in inappropriate conduct, including the use of loud, foul, slanderous language or any intimidating or offensive conduct that would interfere with the peaceful use and enjoyment of the facility by other users.

4. I acknowledge that I have received and read a copy of the current rules and regulations governing the use of the facility. I agree that I will fully comply with all rules and regulations and with any amendments. I have read the Agreement and understand that by signing the Agreement I have consented to be bound by its terms, including the waiver/release of any legal right I may have to sue Hills View Evangelical Free Church for any costs they incur because a claim or legal action is brought in violation of this Agreement. I agree any violation of the Agreement and its terms and conditions, as determined by Hills View Evangelical Free Church, will void and terminate this Agreement and may result in loss of the ability to use the facility.

Name of Organization (if applicable) _____

Name (please print) _____

Signature Date _____