

ALL SAINTS' EPISCOPAL CHURCH
P.O. BOX 248
KAPAA, KAUAI, HAWAII 96746

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AGREEMENT FOR USE OF CHURCH FACILITIES

This Agreement is between All Saints' Episcopal Church and User:

Company or organization: _____

Address: _____

Phone #: _____ Responsible Person: _____

Email: _____

Affiliation: ___ Church Group ___ Church Member ___ Individual ___ School ___ Non-Profit

___ Other (Specify) _____

If the user is a corporation, this agreement must be signed by an officer duly authorized by the Board of Directors; if a partnership, a General Partner must sign this agreement. If the user does not fall within either of these two categories or is an unincorporated association, etc., the responsible party signing this document agrees to all the provisions contained herein.

Facility to be used: ___ Sloggett Center ___ Church ___ Memorial Hall ___ Gym ___ Other: _____

Located at: All Saints Episcopal Church, 4-1065 Kuhio Hwy, Kapaa, HI 96746

Equipment: ___ Tables (#____) ___ Chairs (#____) ___ Piano ___ Other (Specify) _____

Use fees: \$ _____ Date paid: _____ Rec'd by: _____

Dates/days of use: _____ Time of use: _____

Proposed event: _____

Number expected to attend: _____ Donations or admission will be collected: ___ Yes ___ No

I/we the undersigned user/s understand and agree to the following conditions and rules for using these facilities and agree to pay all costs and fees specified upon demand:

No building or church grounds will be used on Sunday mornings, Christmas Eve, Christmas Day, Maundy Thursday, Good Friday or Holy Saturday. Church always has priority for use of any facility and will give tenant a 14 day notice.

No children with bicycles, skateboards, and/or dogs will be allowed on church grounds.

No loud music or sound systems will be used which may disturb neighbors or other users. No use of facilities after 10:00 P.M.

No special activities or extra activities will be scheduled without the PRIOR approval of the Rector, the Senior Warden or the Junior Warden.

No alcoholic beverages will be brought on or consumed on the premises at any time. No smoking is permitted in any building. I/we will enforce this provision on all attendees.

I/we will be financially responsible for all damages on the church grounds caused during use of facilities and further agree to pay for all costs to repair or replace said damages upon demand.

I/we will return the premises and facilities to the same condition that they were in prior to our usage. This includes, but is not limited to:

- Removing all trash left by attendees. Trash may be disposed in the green trash bin behind the church.
- All tables and chairs will be returned to the place they were found.
- All lights and other electrical appliances will be turned off before leaving.
- Floors will be swept/vacuumed and mopped after each use.
- Commonly touched surfaces will be disinfected.
- Replenish all bathroom paper and soap products. (Prevent theft: only one roll per bathroom.)

All doors and windows will be closed securely and locked (including gym stage window). Keys must be returned immediately after functions during office hours. (M - F, 8:30am – 12:30pm) To replace lost keys, there will be a charge of \$5.00 per key.

The undersigned user/s hereby agree/s to indemnify, hold harmless and defend **The Episcopal Church in Hawaii (“TECH”) and All Saints’ Episcopal Church (“Parish”)** against all claims and demands for loss or damage, including property damage, personal injury or illness and wrongful death, arising out of or in connection with the use of the facilities by the users or any person claiming by, through or under the users, or any accident or fire in the facilities or any nuisance made or suffered thereon, or any other liability whatsoever on account of the use of the premises, and will reimburse TECH and Parish for their costs and expenses, including reasonable attorneys’ fees, incurred in connection with the defense of any such claims.

Prior to commencing any use of the premises, the user/s agree/s to provide a **Certificate of Insurance** providing evidence that comprehensive general liability insurance is in effect. The comprehensive general liability insurance coverage shall include (1) coverage of the premises and operations, products and completed operations, host liquor liability (if applicable), blanket contractual liability, personal injury and advertising injury, and broad form property damage; (2) limits of liability shall be \$1,000,000.00 for combined single limit and bodily injury and property damage; (3) occurrence form; (4) TECH and Parish shall be named as Additional Insureds; (5) a 30-day Notice of Cancellation is to be provided to TECH and Parish and (6) shall state that the users’ policy contains a clause which states that the users’ policy is primary to any policy the TECH or Parish may have in force which applies to a loss covered there under.

The Parish is authorized to verify the information and representations provided by the user/s.

The foregoing Agreement is hereby made:

User:

Parish: All Saints’ Episcopal Church

By: _____
(Signature & Title)

By: _____
(Signature & Title)

By: _____
(Signature & Title)

By: _____
(Signature & Title)

Date: _____

Date: _____