

**Bethel Baptist Church
Facility Use Request Form**

1. Name of person requesting _____ 2. Phone _____

3. Organization (if applicable) _____

4. Date of Function _____ 5. Number expected to attend _____

6. Type and purpose of function _____

7. Time you will need the facility (this should indicate ALL of the time you will need the facility, including any time for preparation and clean-up, not just the time of the function.)

Starting time _____ Ending time _____

**If you would like a tour of the facilities to be aware of what is available, please contact the church office at 716-484-9221.*

8. Areas of the facility needed (Check each area.)

Gymnasium Locker rooms Concession area Kitchen Auditorium Fellowship Hall

8a. Kitchen use only -- do you need any of the following? *(All items used must be cleaned and returned to their original locations.)*

chairs tables coffee urns trays punch bowls cream & sugar bowls

8b. Kitchen use only -- Will you need to use the oven and/or refrigerator? yes no

9. Will you need a sound technician and use of our A/V equipment? yes no

10. Are you decorating? yes no What time would you like to decorate? _____

11. Do you plan to handle the cleaning yourself? yes no

12. Do you request that we arrange to have the cleaning done and agree to pay for this service? yes no

Signature _____ Date _____

This form must be submitted to the church office no later than 14 days prior to the function. Set up and clean up are the responsibility of the person(s) in charge unless requested otherwise on this form. For all users, including those using the gym, the above signature certifies that you will comply with the terms set forth in the Facility Use Policy (attached).

A maintenance fee may be charged to all non-Bethel users. This fee will include lighting, expendables, and cleaning (if done by Bethel staff).

A security deposit may be charged to all non-Bethel users. This fee will be established by the Bethel Baptist Church Board of Deacons on a case-by-case basis and must be paid at least ten days before the event.

Sound board flat fee: \$50.00 Cleaning fee: \$25.00/hour Security deposit \$ _____

FOR CHURCH USE ONLY

Date Received _____ Initial _____ Proof of Liability Insurance Date Received _____ Initial _____

Copies to: Requesting Party Church Office Calendar Coordinator Arrangements Committee

Deacon Approval _____ Building Opening and Lockup _____

Total Amount Charged _____ Total Amount Received _____ Date Received _____ Initial _____

Bethel Baptist Church
Building Use Waiver Release and Indemnity Agreement

In consideration of being allowed to use the property and facility of Bethel Baptist Church (the "Church") located at 200 Hunt Road, Jamestown NY 14701, I enter into this Building Use Waiver Release and Indemnity Agreement ("Agreement") with the Church.

In consideration for use of the Church's facility and property, I on behalf of myself and my affiliates and my spouse, heirs, trustees, assigns, transferees, attorneys, agents, representatives and any and all other persons or entities who/which may assert a claim by virtue of their relationship to me (collectively, "Releasing Party") waive and release the Church, its agents, volunteers, members, officers, employees, insurers, successors and assigns (collectively, "Released Party") from all liability, claims, demands, causes of action, damages or suits at law and equity of whatsoever kind, including but not limited to claims for death, personal injury, property damage, expenses, losses, on account of or in any way related to or arising from my presence at the Church's facility or use of the Church's facility and/or equipment (collectively, "Released Claims"). **WITHOUT LIMITING THE GENERALITY OF THE PREVIOUS SENTENCE, THIS WAIVER AND RELEASE IS INTENDED TO AND DOES RELEASE THE RELEASED PARTY FROM ANY AND ALL LIABILITY FOR RELEASED CLAIMS ON ACCOUNT OF OR IN ANY WAY RELATED TO OR ARISING FROM RELEASING PARTY'S NEGLIGENCE AND INTENTIONAL CONDUCT; THE NEGLIGENCE OR INTENTIONAL CONDUCT OF THIRD PARTIES; THE NEGLIGENCE OR INTENTIONAL CONDUCT OF RELEASING PARTY'S AGENTS, INVITEES, GUESTS, OR OTHERS PRESENT AT THE CHURCH'S FACILITY OR USING THE CHURCH'S FACILITY OR EQUIPMENT ON ACCOUNT OF RELEASING PARTY'S PRESENCE AT OR USE OF THE FACILITY (COLLECTIVELY, "INVITEES," OR, INDIVIDUALLY, "INVITEE"); AND THE RELEASED PARTY'S NEGLIGENCE, INCLUDING BUT NOT LIMITED TO NEGLIGENCE IN THE CONSTRUCTION, MAINTENANCE AND UPKEEP OF THE FACILITY AND ITS EQUIPMENT AND/OR NEGLIGENCE IN TRAINING OR NEGLIGENCE IN SUPERVISION.**

Releasing Party further covenants and agrees not to institute any claims or legal action against Released Party for any liability or claim released by this Agreement, including the Released Claims. Releasing Party further agrees that should any claim be made against Released Party in contravention of this Agreement, including but not limited to derivative claims or claims brought by an Invitee, Releasing Party will defend, indemnify and hold harmless Released Party for any such claim and expenses including attorneys' fees and costs incurred by Released Party in defending themselves or security indemnity hereunder.

Releasing Party acknowledges and agrees that the Church's facility is not supervised, and Releasing Party will use the facility (including premises and equipment) entirely at Releasing Party's and Invitees' own risk. Releasing Party understands that Released Party is not responsible for any lost or stolen valuables or property from within the Church's facility or on the Church property.

While at the Church's facility, I agree to conduct myself and agree to cause the Invitees to conduct themselves 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 Church's facility by other users. Releasing Party acknowledges that Releasing Party has received and read a copy of the current policies, procedures, rules and regulations governing the use of the Church's facility. I agree that I will fully comply with all policies, procedures, rules and regulations and with any amendments and ensure the Invitees will fully comply with all policies, procedures, rules and regulations and with any amendments.

Releasing Party has read the Agreement and understands that by signing the Agreement Releasing Party consents to be bound by its terms, including the waiver/release of any legal right Releasing Party may have to sue the Church for any costs they incur because a claim or legal action is brought in violation of this Agreement. Releasing Party agrees any violation of the Agreement and its terms and conditions, as determined by Church, will void and terminate this Agreement and may result in loss of the ability to use the facility.

Name _____
(please print)

Signature _____

Date _____

Bethel Baptist Church Facility Use Policy

1. The building must be cleared by 10:30 p.m. Special permission to extend that curfew must be requested and granted in advance, and arrangements made with a person who has the access code to override the alarm system.
2. The church office manager will maintain the schedule for the use of the facilities, and the school Athletic Director will coordinate with that schedule. Anyone wishing to use the facilities must submit a "Facility Use Request Form."
3. Any non-Bethel group users of the facilities must make written request at least 14 days in advance. Each request will be decided by the Deacon Board or property chairman on a case-by-case basis.
4. All non-Bethel users of the facilities may be charged a maintenance fee as established by the Property Committee. A security deposit may also be charged.
5. All non-Bethel users must present proof of current liability insurance along with a signed and dated copy of our Liability Waiver Form.
6. There will be a "No Food" policy in the gymnasium proper; however, some organized groups may be given permission to bring food into that area. Examples would be: church dinners, receptions, large conferences, etc.
7. The facilities will be available to any Bethel individual or group at anytime it is not scheduled for anything else. The only requirements will be: a) make request in the church office during regular office hours, b) make arrangements for opening, clean up, lock up, and alarm set. Bethel users need not make this request more than a few hours in advance.

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Parents will not allow their children to use the gymnasium, playground, or church facilities (inside and out) unattended.

Use the least number of lights necessary. Please turn off the lights before leaving the building for the final time.

There is a "No Smoking" policy within the building, and we further request the same for the grounds. Each group's adherence to this section will be evaluated each time and will bear heavily on whether or not future permission for use is given.

Further additions or changes may be made by the Bethel Baptist Church Board of Deacons at their discretion.