

Baker City Church of the Nazarene *Family Life Center*
SPORTS USE OF GYM FACILITY APPLICATION

APPLICATION DATE _____ NAME OF GROUP _____
 PERSON(S) RESPONSIBLE _____ PHONE _____
 ADDRESS _____ CITY _____ ZIP _____
 DATE (S) OF USE _____ TO _____
 TIME of USE: FROM ____ AM/PM TO ____ AM/PM TOTAL HOURS ____ RECURRING DAY of WEEK _____
 PURPOSE OF USE _____
 EXPECTED ATTENDANCE: MEN _____ WOMEN _____ YOUTH UNDER 18 _____
 WILL THIS BE A MONEY-MAKING EVENT? YES ____ NO ____ IF "YES" FOR WHAT PURPOSE _____
 CERTIFICATE OF INSURANCE FROM GROUP USING FACILITY, RECEIVED (DATE). _____

RATES FOR FACILITIES USE

A. GYM \$25.00 PER HOUR- GYMNASIUM DISCOUNTS: \$5/HOUR FOR EACH OF THE FOLLOWING THAT APPLY

____ Church member is person responsible ____ organized youth group or team ____ ongoing activity*
 CHARGE PER HOUR \$ ____ X ____ HOURS.....\$ _____

B. REFUNDABLE KEY DEPOSIT (\$25 key deposit if applicable) \$ _____

C. REFUNDABLE CLEANING DEPOSIT \$75 cleaning deposit. If cleanup is completed by custodial staff, cleaning charge will be deducted from the deposit at \$25/hr. Additional charges will be incurred if time spent exceeds deposit.)
 \$ _____

BALANCE DUE PRIOR TO FACILITY USE..... \$ _____

- **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 day prior to the date upon which the User begins to use the above described premises. The Certificate of insurance will indicate that the 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 the User will obtain signed Activity Participation Agreements (either provided by or acceptable to Owner) from each participant in the activity. If the participants are minors, User will obtain the signature of at least one parent or legal guardian on each Activity Participation Agreement.

The undersigned agrees and covenants to release, discharge and waive any rights of actions, demands or claims for any and every incident or accident which might arise during the rental of the facility, and do hereby assume all risks inherent in the use of the facility, and furthermore, will hold harmless the Baker City Church of the Nazarene, its agents, employees, or any other person from and against any and all demands, medical costs, claims, damages to persons or property, loss and liabilities, including attorney's fees arising out of or caused by myself or any others in connection with the use of the facility. The undersigned also agrees to assume responsibility for loss of damage to the building and equipment occasioned by use of the premises. I, the undersigned, shall be personally responsible for the full payment of the fees and the observation of the regulations governing the use of the church facilities as stated on the reverse side of this form.

NOTE: Agreement is not final until approved by Senior Pastor or Facility Manager. Items on this form must be read and initialed by person responsible for the activity.

Signature of Responsible Person(s) _____ Date _____

Approved by Church Senior Pastor/Facility Manager _____ Date _____

FOR OFFICE USE

Deposit \$ _____ Date _____ Rcpt# _____ Balance Received \$ _____ Date _____ Rcpt# _____

BAKER CITY CHURCH OF THE NAZARENE
1250 HUGHES LANE, PO BOX 665; BAKER CITY, OR 97814
541-523-3533
FAMILY LIFE CENTER GYM
REGULATIONS ON USE OF CHURCH FACILITIES

1. OUR MISSION STATEMENT: To Make Christ-like Disciples In the Nations

2. BASIC REGULATIONS (Must be read and initialed by “person responsible” for the activity.)

- _____ 1. Use must be approved by the Senior Pastor/Facility Manager.
- _____ 2. User agrees that it will not use the premises for any unlawful purpose or for any purpose that is contrary to the mission, purpose, or belief of the Church of the Nazarene, which is a biblically-based religious institution.
- _____ 3. The Person in Charge during the event shall be responsible for the general conduct of the activity and the observance of the rules and regulations governing the use of the facility and its surrounding grounds
- _____ 4. NO ALCOHOLIC BEVERAGES, TOBACCO, ILLEGAL DRUGS, or illegal activities are allowed in or on the church facilities and/or grounds at any time.
- _____ 5. Groups are expected to clean up and to leave the facilities as they find them, including:
 - a. Setting up, taking down and returning all equipment and furniture, unless prior arrangements are made.
 - b. Depositing all garbage in appropriate receptacles.
 - c. Reporting any damage or other problems immediately to church staff.
- _____ 6. User agrees to be responsible for preparing for use and returning to the pre-use condition all areas of the premises which the User will use, including entrances and exits.
- _____ 7. Groups will not do anything to mar or damage the building, facilities, grounds or equipment, and agree to assume full financial responsibility for all such damages as may be incurred.
- _____ 8. Groups will follow the approved schedule and not use facilities except as approved.
- _____ 9. All doors must be locked upon leaving.
- _____ 10. A key will be checked out to the “person responsible” if necessary and may not be given to others nor used at times other than those approved with this application without prior approval.
- _____ 11. **DEPOSITS** include **\$75** at the time of the application then returned after the event if no additional costs are incurred. If cleanup is completed by custodial staff, a cleaning charge will be deducted from the deposit at \$25/hr. Additional charges will be incurred if time spent exceeds deposit.)
Also a **DEPOSIT** of **\$25** to check out a key; refunded when key is returned.
- _____ 12. **TOTAL RENTAL FEES ARE DUE IN ADVANCE** and must be paid at the Nazarene Church Office. Groups who use the facilities on an ongoing basis* are asked to pay for at least one month in advance.

3. CONSEQUENCES:

- A custodial fee of **\$25** per hour will be charged as a result of failure to clean up appropriately.
- A custodial fee of **\$25** per hour will be charged for setting up tables and/or chairs by the Facility staff).
- If a key is lost, the person who checked out the key will forfeit the key deposit and be financially responsible for any necessary re-keying of facility locks.
- The “person responsible” agrees to pay for any damage to the facility resulting from his/her group activity.
- Deposits will be applied to any costs due to loss or damage to church facilities.
- Failure to abide by the conditions of the agreement may result in loss of privileges to use church facilities

4. CANCELLATIONS

- This agreement may be cancelled unilaterally by either party within 14 days written notice to the other party.
- 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.
- User agrees that it will not assign any of its rights under this agreement, and any such assignments will void this agreement at the sole option of the Owner.
- 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.
- This document contains the entire agreement of the parties and supersedes all prior written or oral agreements relating to the subject matter.

*Note: “Ongoing activity” refers to an activity occurring on four or more days within a one-month period.