

**Our Savior Episcopal Church
4227 Columbia Rd.
Martinez, GA 30907**

FACILITY USE, WAIVER AND INDEMNITY AGREEMENT

This Facility Use Agreement ("Agreement") is entered into by and between the Our Savior Episcopal Church ("Church") and the following organization ("Group") for the use of Church's facilities:

Applicant/Group: _____

Address: _____

Contact Person: _____ Phone: _____

E-mail: _____

Alternate Contact: _____ Phone: _____

Type of event/activity: _____

Date(s) requested: _____

Time: from _____ to _____ Recurring event: Yes ___ No ___

(This must include set up and take down)

Facilities requested:

- ___ Parish Hall (including the Hall, Kitchen, and foyer)
- ___ Meeting Rooms Number needed: ___
- ___ Kitchen
- ___ Grounds (specify area needed) _____

Equipment needed:

- Tables (round seats 10) _____
- (rectangular seats 8) _____
- Stack chairs _____
- Sound system Y N
- Other special equipment requested: _____

Number of persons attending event: _____

Will food and/or drink be served? Yes ___ No ___

Caterer: _____

User Fee or Donation: \$ _____

Group agrees to the following rules regarding Group's use of Church's facilities as specified above:

1. All Group participants will arrive and leave the Church property at the times specified above. Set-up prior to the scheduled Events and arrangements for take-own will be arranged in advance with Church staff. Events will take place only in the areas specified above and Group participants will remain only in such areas.
2. Facilities are to be left clean and in the same condition they were found. Group will be responsible for any damage to Church property or equipment.
3. The Church is a place of worship and members of Group are asked to show appropriate respect for this space
4. If children or youth under 18 years of age are to be present at the Event, Group is responsible for providing adequate adult supervision (with no less than two unrelated adults present at all times).
5. No alcoholic beverages may be brought onto or consumed on Church property without advance authorization and compliance with all Church policies and State laws. The Church is a no smoking facility. No chewing gum is allowed. No games of chance are allowed.
6. The Event and all Group participants will at all times conform to all laws, regulations, building and safety codes, community standards of decency, civility and appropriateness.

GROUP HEREBY IRREVOCABLY RELEASES, WAIVES, AND DISCHARGES CHURCH, THE PROTESTANT EPISCOPAL CHURCH IN THE DIOCESE OF GEORGIA, THE CORPORATION OF THE EPISCOPAL CHURCH IN THE DIOCESE OF GEORGIA, AND THEIR RESPECTIVE CLERGY, VESTRY, TRUSTEES, OFFICERS, EMPLOYEES, AGENTS AND MEMBERS ("CHURCH PARTIES") FROM ANY AND ALL LIABILITIES, CLAIMS, DEMANDS, ACTIONS AND CAUSES OF ACTION WHATSOEVER ARISING FROM OR RELATING TO ANY INJURY, INCLUDING DEATH, OR THEFT, LOSS OR DAMAGE TO VEHICLES OR OTHER PERSONAL PROPERTY THAT MAY BE SUSTAINED BY GROUP OR ANY PERSON CLAIMING BY OR THROUGH GROUP RESULTING FROM THE EVENT, ANY DEFECT OR CONDITION OF CHURCH PREMISES OR EQUIPMENT OR ANY ACT OR OMISSION OF ANY CHURCH PARTY, INCLUDING ANY NEGLIGENCE OF ANY CHURCH PARTY.

GROUP HEREBY FURTHER AGREES TO INDEMNIFY, DEFEND SAVE AND HOLD HARMLESS ALL CHURCH PARTIES FROM ANY AND ALL LIABILITIES, CLAIMS, DEMANDS, ACTIONS OR CAUSES OF ACTION WHATSOEVER ARISING FROM OR RELATING TO ANY INJURY, INCLUDING DEATH, OR THEFT, LOSS OR DAMAGE TO VEHICLES OR OTHER PERSONAL PROPERTY THAT MAY BE SUSTAINED BY ANY THORD PARTY RESULTING FROM THE EVENT, ANY DEFECT OR CONDITION OF CHURCH PREMISES OR EQUIPMENT OR ANY ACT OR OMISSION OF ANY CHURCH PARTY, GROUP OR ANY REPRESENTATIVE OR PARTICIPANT OF GROUP, INCLUDING ANY NEGLIGENCE OF ANY CHURCH PARTY OR ANY NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF GROUP OR ANY REPRESENTATIVE OF GROUP.

The undersigned represents that s/he is authorized to enter into this Agreement on behalf of Group and that this Agreement will be binding on Group. This Agreement, when and if accepted by Church, is the entire agreement between Group and the Church.

Group: _____

By: _____ Title: _____

Date: _____

Accepted and agreed to by the Our Savior Episcopal Church

By: _____ Title: _____

Date: _____