



Name _____ Date _____

Waimea Christian Ed Center Use Charges

Occasional Use

| | Rec'd | Returned |
|------------------------|-------|----------|
| \$50 Key Deposit | _____ | _____ |
| \$250 Security Deposit | _____ | _____ |
| \$300 Hall | _____ | |
| \$200 Kitchen | _____ | |
| total | _____ | |

All fees must be paid 30 days prior to use. No refunds besides key and security deposits will be issued.

Perennial Use

For new groups, the one-time key deposit and security deposit apply.

It is expected that the regular users will help to bear the cost of maintenance and utilities. The absolute minimum to cover the cost of the electricity will be based on the per kilowatt charge from KIUC and may vary. The average cost based over the last three years (2008-2011) to turn on the lights in the hall is \$1.96 an hour.

Other utility costs such as insurance, water, sewage, etc. average even more. Add to these the cost of maintenance, gardening, and cleaning. Each regular long-term user will need to reach an agreement with the Waimea UCC to cover their costs according to their planned hourly usage.

Period of Use from _____ to _____

Days and Times of Use _____

Number of hours per week _____

Hourly rate _____ Total Cost _____

I understand the above charges, the Rules of Use, and have signed the insurance indemnity agreement.

_____ (date) _____



The Ed Center Use Rules

- 1) You must sign the required insurance indemnification upon rental.
- 2) Reservations must be made at least 30 days in advance through the assigned coordinator.
- 3) Any activities involving youth under 21 years of age must have adult supervision at all times. A minimum of two adults must be present at all times. Not just the interior but also the surrounding grounds must be supervised.
- 4) NO alcohol, tobacco, or other drugs are to be on or around the premises.
- 5) The building and grounds are all no smoking areas
- 6) Audio volume from the building may not disturb the neighborhood and must be over by 10 pm.
- 7) Appropriate footwear must be worn at all times. No spiked footwear.
- 8) Tacks, nails, and tape are not allowed on the walls.
- 9) Provide your own paper goods.
- 10) Remove all rubbish from the premises—taking it with you when you leave.
- 11) Do not leave food particles which may draw ants, roaches, or mice.
- 12) Each time the kitchen is used, clean stove, sinks, counters, etc. Mop the floor.
- 13) Lock all windows
- 14) Turn off all lights.
- 15) Set alarm
- 16) Lock doors
- 17) Leave the building clean and in the same order as found.
- 18) Report any unusual event (accident, damage, or injury) to the coordinator
- 19) Respect all people and other users of the facility.

WAIMEA UNITED CHURCH OF CHRIST

P.O. Box . Waimea HI 96796

INDEMNIFICATION AGREEMENT -
FACILITES USE FOR NON-CHURCH FUNCTIONS

This INDEMNIFICATION AGREEMENT ("Agreement") is executed as of the ___ day of ___, 200__ between ___ ("User"), whose mailing address is ___, and the Waimea United Church of Christ, ("Church"), whose mailing address is P.O. Box 457 Waimea HI 96796.

PRELIMINARY RECITALS

Whereas, Church has agreed to permit User to use the premises ___ located at ___ ("Church Premises") for the following purpose: ___ ("Permitted Use");

Whereas, User, as a material inducement for Church to allow the Use of the Church Premises by User, has agreed to deliver this agreement:

Now, Therefore, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Church and User agree as follows:

User shall, to the maximum extent permitted by law, indemnify and save harmless Church and all of its council members, employees, representatives, and agents as well as its successors and assigns, against and from all costs, expenses, liabilities, losses, damages, injunctions, suits, actions, fines, penalties claims and demands of every kind or nature including reasonable counsel fees by or on behalf of any person, party or governmental authority whatsoever arising out of: (a) any failure by User and any of its trustees, officers, directors, employees, invitees, licensees, representatives, and agents, as well as its successors and assigns, to perform any of the agreements, terms, covenants or conditions of this Agreement, (b) any accident, injury or damage, including without limitation injuries to persons and or damage to property, which shall happen in or about the Church Premises or appurtenances, however occurring, and maintenance, alteration, repair, use or operation of the Church Premises, or any part thereof, (c) any failure to comply with any laws, ordinances, requirements, orders directions, rules or regulations of any federal, state, county or city governmental authority, (d) any mechanic's lien, conditions, bill of sale or chattel mortgage filed against the Church Premises or any equipment therein or any materials used in the construction or alteration of any building(s), fixtures or improvements thereon, or (e) User's possession and use of the Church Premises and or the operation of its business on the Church Premises, whether or not such use is a Permitted Use.

In Witness Whereof, the parties hereto have executed and delivered this Agreement as of the day and year first above written.

Signed and acknowledged in the presence of:

[Church]

Print name: _____

By: _____

Print Name: _____

Title: _____

Print name: _____

Signed and acknowledged in the presence of:

[User]

Print name: _____

By: _____

Print Name: _____

Title: _____

Print name: _____