

GUIDELINES FOR FACILITY USE OF SDA CHURCHES

The facilities of the local Seventh-day Adventist Church are intended to be the evangelistic center in the community for the proclamation of the remnant message, for worship, nurturing, and fellowship of the believers and the needs of the congregation for weddings, youth activities, and public evangelistic meetings.

Since the long-term shared facility agreement could frequently conflict with the needs and purposes of the local congregation, such agreements are discouraged. In cases where non-Adventist evangelical congregations face an emergency and the local congregation desires to assist by leasing, renting, or loaning the use of the Adventists church, the following steps shall be taken:

All use agreements for church and school use by another organization must be in writing and approved by the local board and submitted to the appropriate Legal Association of the Conference for their final approval. A Facility Use Agreement form is available for the two states. Please request such a form from Treasury. This legal document provides necessary guidelines and procedures to endeavor to protect the local organization and the Association from potential lawsuits. A minimum of \$3,000,000 liability insurance must be carried by the organization wanting to rent the facility, and written proof of insurance must be furnished in writing from the actual insurance company. Details are spelled out in the ARKLA Associations Guidelines 2020.

FACILITY USE AGREEMENT

THIS AGREEMENT, made and entered into the _____ day of _____, 20____
by and between The Arkansas Conference Association of Seventh-day Adventists DBA
_____ Church, as the first party;
_____ Church, as the second party.

WITNESSETH

(Legal description, including street address)

THE FIRST PARTY AGREES:

To permit the second party to use the above described premises as a house of worship for a fee of \$_____ per month, due at the first of each month, for services as identified below, under the following terms and conditions, to be reviewed semi-annually.

DAY OF WEEK:

FROM:

TO:

THE SECOND PARTY AGREES:

1. To comply fully with all ordinances, laws and regulations affecting the use and occupation thereof at all times during its use and occupancy of said premises, and to use said premises for only worship services as identified above, unless agreed to in writing prior to use.
2. To indemnify and hold harmless the first party, its officers and agents against claims and liability of any and all kinds arising out of injuries or death to persons, or damage to property on or about said premises, during all times the second party is using and occupying said premises, or any part thereof.

3. To acquire and keep in full force and effect at the second party's expense during all periods of time that the second party is using the above described premises, public liability and property damage insurance with insurance companies approved by the first party, in the minimum amount of \$3,000,000 single combined limit to indemnify any person(s) on property damage. Said policy shall name the first party as an additionally named insured, and the second party shall furnish the first party with a certificate of insurance and a copy of the endorsement evidencing the first party as co-insured.
4. Should any damage occur to property of first party as a result of second party's misuse, the repair costs would be the responsibility of the second party. Any repairs must be authorized in writing by the first party prior to work being done.
5. No alterations, improvements, or additions without the express written consent of the first party, prior to being done.
6. The second party may use a portable sign only when they are occupying said premises.
7. Second party is not, and shall not be, considered the agent or representative of the first party, and shall not bind or obligate the first party in any manner whatsoever, and upon the termination of the facility use agreement and second party agrees that it will peaceably surrender and yield up to the first party the possession of said premises and return to the first party any and all keys possessed by the second party, and shall leave said premises in the same condition they were in at the time the second party took possession, ordinary wear and tear excepted.
8. In the event the second party shall default in any of the covenants and agreements herein contained, this facility use agreement shall be immediately and automatically terminated without notice, and thereupon the second party shall remove from the said premises all persons and personal property belonging to a second party immediately.
9. The first party reserves the right to use the church on any given day for its own services and can terminate this agreement at any time by delivering 30 days written notice to the second party.
10. The following Christian standards will be adhered to at all times on the church grounds:

No smoking – no drinking of alcoholic beverages – no dancing – no gambling – no bazaars or unapproved fund-raising activities – no music of a nature not generally conducive to a church atmosphere such as, but not limited to: loud, heavy metal, rap or rock music.

Dated this _____ day of _____, 20____.

FIRST PARTY:

(Pastor)

(Elder)

Treasurer

(Association Officer)

SECOND PARTY:

Title

Title