

**Keawala'i Congregational Church
United Church of Christ (USA)**

**CHURCH FACILITIES
USE AGREEMENT AND APPLICATION**

Note: This form is to request the use of the sanctuary, church buildings or church grounds for concerts, performances or events. Do not use this for weddings, vow renewals, memorials or funerals.



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Rev. 08/2024

CHURCH FACILITIES USE AGREEMENT

1. Church Buildings & Grounds

Keawala‘i Congregational Church (“Church”) is immensely proud and protective of its handcrafted, stone-walled *Hale Pule* (Church Building) that has been overlooking Keawala‘i Bay since the 1800’s. We are equally proud and protective of the historic graveyard that is the final resting place of our *kūpuna* (ancestors), the more recent *Pō‘aialoha* columbarium containing the remains of deceased church members.

We are also proud and protective of *Hale O Kukahiko* (Administration Building) that houses our church office, Sunday School classrooms, kitchen, and the nicely landscaped surrounding grounds. All of these church buildings and grounds are *makai* of Mākena Road in Mākena. The related Church parking lot is *mauka*, directly across Mākena Road from the main entrance to the Church.

2. Church Facilities

The term “Church Facilities” as used in this Agreement refers to all of the above-described Church buildings and grounds, except the historic graveyard, the *Pō‘aialoha* columbarium, and Church office.

3. Facility User Duty of Care

The Church is pleased to share its facilities with the Mākena/Maui community and related persons, families, and/or organizations provided due care is exercised at all times to comply with this Agreement, preserve all Church buildings, their contents, and Church grounds, and respect their historic, cultural, and religious integrity.

4. Facility User Contact Person

The Facility User Contact Person shall be an available and responsible agent / representative / member of Facility User with authority to speak/act on its behalf regarding compliance with this Agreement and use of Church Facilities.

5. Responsible Person

The Responsible Person shall be a current General Member of the Church. He/she shall attend the event for which any Church Facility is being used. He/she shall personally close and lock all doors and windows of each Church Facility used and personally turn off all lights, fans, instruments, appliances, and/or equipment therein (or personally confirm they have been closed, locked, and/or turned off) immediately after use of each facility.

The Responsible Person shall also personally see or confirm that any Church instrument and/or equipment that is used is promptly returned in its original condition to its original location.

6. No Smoking

Smoking in or on Church Facilities/premises is prohibited at all times.

7. No Alcohol, Illegal Drugs or Controlled Substances

The use, sale, purchase, distribution, and/or possession of alcohol, illegal drugs, and/or controlled substances in or on Church Facilities/premises are prohibited at all times.

8. Church Keys

The Responsible Person and Facility User shall be jointly and severally liable for the reasonable cost of changing locks, re-keying, and new locks/keys if any Church Facility key is lost, stolen, or not returned promptly to the Church immediately after an event or use is over.

9. Times of Event/Use

In consideration of our neighbors, all events/use of Church Facilities shall end no later than 9:00 p.m. and all Church Facilities and premises shall be cleaned up by Facility User and Responsible Person and vacated no later than 10:00 p.m.

The Facility User shall state in this Agreement the total number of days and/or nights duration of each event/use as well as well as the daytime and nighttime hours of use.

10. Attendance at Event/Use

The Facility User shall state in this Agreement the approximate number of people it expects to attend each event, including participants, sponsors, employees, guests, vendors, and contractors.

11. Parking

The Facility User shall state in this Agreement the approximate number of vehicles it expects to be parked in the Church parking lot for each event and understands and agrees that the Church is not providing parking/traffic control, or vehicle security services/equipment, and that the Church is not liable for any claim, action, or complaint whatsoever arising from or related to use of the Church parking lot. For expected attendance greater than 100 persons, the Facility User shall provide for a parking attendant and arrange for lighting for evening events.

The Responsible Person shall personally close/lock all parking lot entrances/exits immediately after each event is over (or personally confirm that this has been done).

12. Church Facility/Facilities To Be Used

The Facility User shall specify in this Agreement which particular Church Facility/Facilities it seeks for each event.

13. Restroom Facilities

Public health and sanitation considerations require use of Church restrooms located on Church grounds during all events. Portable toilets are available for general use. For large gatherings, portable toilets may be rented. Their placement must be approved by the Trustees.

14. Cost of Admission to Event

It is Church policy that no ticket or admission fee shall be charged for use of the *Hale Pule* (Church Building). Voluntary donations may be requested, and an amount stated but nobody can be compelled to make an involuntary donation.

The Facility User shall state in this Agreement the cost of admission, if any, for each use of the *Hale O Kukahiko* (Administration Building), Church parking lot, and/or Church grounds.

15. Duties & Responsibilities of Facility User

The Facility User shall return all Church Facilities, their contents, and equipment to the Church in substantially the same condition as originally provided, except for normal wear and tear. This includes picking up trash and sweeping as necessary.

The Facility User shall bear the entire risk of injury, harm, loss/damage to Church Facilities, their contents, equipment and persons caused by acts or omissions of the Facility User, its agents, employees, members, volunteers, guests, contractors, and/or vendors.

The Facility User shall hold harmless the Church, its members, officers, directors, trustees, deacons, employees, agents, volunteers, contractors, successors and assigns, and the United Church of Christ – Hawai‘i Conference Foundation, its officers, directors, trustees, employees, agents, volunteers, successors and assigns from and against any and all liabilities, claims, actions, complaints, suits, and judgments whatsoever in any court, administrative agency, arbitration, or other forum arising from or related to the acts and/or omissions of the Facility User, its members, officers, directors, trustees, employees, agents, contractors, vendors, guests, and/or volunteers.

The Facility User shall be solely responsible for its own liability to the public and others and shall maintain the necessary liability insurance (or self-insurance or surety bond) in the amount of \$1,000,000 (one million dollars) per occurrence expressly naming the Church and the United Church of Christ Hawai‘i - Conference Foundation as additional insured (*See attached sample*) or a surety bond or self-insured equivalent. Not less than 48 hours before commencement of any event/use, the Facility User shall deliver or cause to be delivered to the Church office a true copy of the required Certificate of Insurance, self-insurance, or surety bond.¹

16. Impossibility of Performance

The obligations of all parties to this Agreement shall be suspended and excused if the performance of any of them is prevented or delayed by Acts of God, Acts of Nature, the Elements, fire, hurricane, *tsunami*, weather, earthquake, volcanic eruption, acts of malicious mischief, vandalism, terrorist activity, war, civil disobedience, or riot.

17. Applicable Law

This Agreement shall be governed by and interpreted by and under the laws of the State of Hawai‘i.

Keawala'i Congregational Church - United Church of Christ (USA)

CHURCH FACILITIES USE APPLICATION

1. Facility User Name: _____
Person(s)/Family/Organization seeking use of any Church facility

Address: _____ Zip code

Telephone Number: _____ (Day) _____ (Evening) Cell/Mobile Number: _____

E-mail: _____

2. Facility User Contact Person: _____ Position/Title: _____
Full Name

Home Address: _____ Zip code

Telephone Number: _____ (Day) _____ (Evening) Cell/Mobile Number: _____

E-mail: _____

3. Responsible Person: _____

Address: _____ Zip code

Telephone Number: _____ (Day) _____ (Evening) Cell/Mobile Number: _____

E-mail: _____

4. Name of Event: _____

5. Time(s) of Event
_____ Day/Month/Year Hour(s) _____ a.m. to _____ a.m.

_____ a.m. to _____ p.m.

_____ p.m. to _____ p.m.

_____ Day/Month/Year Hour(s) _____ a.m. to _____ a.m.

_____ a.m. to _____ p.m.

_____ p.m. to _____ p.m.

- over-

6. Church Facility/Facilities to be used:

Check appropriate space/spaces

- a. ___ *Hale Pule*/Church Building
 ___ Church organ ___ Church piano
- b. ___ *Hale O Kukahiko*/Administrative Building
 ___ Kitchen¹ ___ Sunday School Rooms
- c. ___ Church Grounds²
- d. ___ Church Parking Lot³

7. Please describe nature or type of event: _____

8. Number of People: _____ (Participants, sponsors, employees, members, guests)

9. Number of Vehicles: _____ (To be parked in Church parking lot)

10. Voluntary Donation: _____ (If any, for entry to *Hale Pule*/Church Building)⁴

_____ Date: _____
 Facility User

_____ Date: _____
 Responsible Person

_____ Date: _____
 Chairperson, Board of Trustees

_____ Date: _____
 Chairperson, Board of Deacons

¹ The Church does not supply pots, pans, cookware, tableware, glassware or eating or serving utensils, tablecloths, or napkins.

² The Church does not supply tables, chairs, or tents, or umbrellas.

³ The Church does not provide parking/traffic control or vehicle security.+

⁴ Voluntary donations only. No ticket or admission fee/charge at any time for the use of the *Hale Pule*/Church Building.
