



AGREEMENT

For Use of Ocean City Tabernacle Facilities or Kull Youth Center (“KYC”)

GENERAL FACILITY USE POLICY

Ocean City Tabernacle (“Tabernacle”) recognizes that providing its physical facilities in support of other compatible Christian organizations and programs can increase its outreach and ministry in service to God and the community. The intent of this policy is to establish consistent requirements for use of Tabernacle facilities by outside groups.

Tabernacle grounds may generally be used for Christian events, church events, and community events organized through the Chamber of Commerce or the City of Ocean City.

Any outside non-profit or for-profit organization desiring to use the Tabernacle or KYC facilities (referred to as “Facility” or “Facilities”) for an event not sponsored by the Tabernacle must complete an “*Application for Use of Ocean City Tabernacle/Kull Youth Facilities*” form (“Application”).

The Application is submitted to the Tabernacle administrative office and is “pending” until approved by the Tabernacle designate. Applications are considered in the order received. Regularly-scheduled activities of the Tabernacle have priority over all other requests. Approvals depend, in part, on satisfactory compliance with requirements during any previous use of Facilities. The Tabernacle reserves the right to approve, deny or cancel any event at any time as it deems necessary.

Upon Tabernacle’s approval of the Application, Applicant will receive a Facilities price sheet for the event, and a copy of this Agreement and shall pay the designated deposit (“Security Deposit”) by the date specified, generally within ten (10) business days. This will secure the approved reservation.

Upon signing this Agreement, Applicant acknowledges that it has reviewed and accepted the terms and conditions of the Application, the General Facility Use Policy, and all Terms and Conditions herein regarding use of the Facilities. The Tabernacle’s designate will counter-sign and return a copy of the Agreement to Applicant.

All forms and agreements must be executed in advance by an authorized agent of the applicant. Payments and all other requirements of an approved Application, including providing a Certificate of Liability Insurance for at least \$500,000 naming the Tabernacle as additional insured, must be met on a timely basis in order to hold the approved reservation.

FACILITY USE TERMS AND CONDITIONS

A. SUPPORT OF MISSION

Applicant asserts that it is an organization whose purposes and activities contribute to the Tabernacle's mission and vision and that Applicant's practices and beliefs are compatible with the practices and beliefs of the Tabernacle. Applicant further asserts that the objectives of the Applicant and the activities to be conducted on Tabernacle property will not be in conflict with the mission of the Tabernacle.

B. LIMITATION ON FEES, DONATIONS, REMUNERATIONS

Retail items are permitted to be sold during such events and the event organizer may charge for table space within their event. Offerings or donations may be taken by the Applicant.

Applicant is not permitted to charge a fee or receive monetary remuneration for **services** rendered on Tabernacle property. Due to grounds restrictions and the inability to appropriately restrict unpaid entrance, admission fees for entry into an event may not be charged.

Applicant agrees that it is solely responsible for any taxes, reports and/or filings associated with its event.

C. FACILITY ACCESS AND USE OF FACILITIES AND PROPERTY OF TABERNACLE

1. Building access is between 7:30 AM to 10:00 PM. Evening events and related cleanup must be completed by 10 PM when the building will be closed, unless special arrangements have been pre-authorized in advance.
2. Applicant is responsible for leaving Facilities in the condition in which they received them. For example, all furniture and equipment must be returned to its customary position, the kitchen left in clean condition, etc. Trash and waste should be placed in waste baskets and may be left for Tabernacle personnel to remove.
3. Operation of the sound, light, and video systems is restricted to the Tabernacle staff only. Individual operation of equipment by an outside entity must be specifically discussed and approved by Tabernacle management. If approved, arrangements may be made for training of the select pre-approved individuals. The use of any of these systems will be governed by a Tabernacle staff member.
4. Use of Tabernacle pianos or organ is strictly prohibited except by special request and with written permission of Tabernacle management.
5. No equipment, furniture, or kitchen items shall be added, modified, loaned out, moved, or removed without prior approval from the Tabernacle designate.
6. At no time shall Applicant use Facilities, property or equipment other than that strictly covered by the approved Application.

D. LIMITATIONS AND PROHIBITIONS ON USE OF FACILITIES AND PROPERTY OF TABERNACLE

1. Use of decorations must be pre-approved by Tabernacle designate and must be removed by Applicant at the end of the event. Any decorations used must be flameproof.
2. Decorations shall not be attached to fixed portions of the Facilities without prior approval in writing. Decorations must not damage the facilities or property in any way.
3. Facilities may not be decorated using any signs, symbols, etc., except as specifically pre-approved by the Tabernacle designate.
4. Fresh floral arrangements may be used.
5. Flameless candles are permitted. If for some reason lit candles are specifically requested and approved, they must be “dripless” and may not be placed on the pianos or organ. Lit candles must be placed on a plate or in a holder.

E. CONDUCT AND SUPERVISION OF USERS

1. Alcoholic beverages, liquors, and non-physician prescribed drugs are not permitted in or on Tabernacle property at any time.
2. Smoking is not permitted in or on Tabernacle property at any time.
3. Applicants who will have youth groups using the Facility and/or property must have adequate adult- chaperoned supervision. For groups a minimum of three (3) adult chaperones is advised (one female, one male, and one additional overseer). All children on Tabernacle property must be under adult supervision at all times.

F. LIABILITY AND DAMAGES

1. Applicant and its Representative hereby waive any and all claims, demands, and causes of action that they may have against the Tabernacle as a result of the use of any Facilities and/or property pursuant to this Agreement. Applicant shall indemnify and hold harmless Tabernacle, its officers, agents, and employees from and against any and all costs of litigation arising out of or associated with the use of Facilities and property by the Applicant and its members, guests, attendees, employees, and agents pursuant to the Application.
2. **Applicant is responsible for loss or damage to Facilities and property related to Applicant’s access to and use of Facilities and property.** Permission to use Facilities or property shall not include liability on the part of the Tabernacle for property damage or personal injuries resulting from Applicant’s event and use of Facilities and property.

G. FEES, PAYMENTS AND CANCELLATION TERMS

Reservations for approved Applications will be held based on the timely receipt of payments as set forth in the approved Application, which forms a part of this Agreement. The Tabernacle will not issue invoices for the payments due; Applicants must ensure that the payments are made according to requirements. In all cases, payment in full for the stated fees must be received at least 30 days in advance of the start of the event.

Payments may be made by cash, check (made out to "Ocean City Tabernacle Association") or credit/debit card. Applicant is responsible for any returned check charges incurred by the Tabernacle.

Security Deposits will be returned to Applicant within 30 days after the end of the event provided there are no outstanding losses or damages. Losses and damages noted will be itemized, documented and deducted from the Security Deposit and any remaining deposit will be returned.

Cancellations by Applicant must be made in writing to the Tabernacle contact.

If notice of cancellation is received by the Tabernacle 60 days or more before the Event, 50% of the Security Deposit will be returned to Applicant.

If cancellation notice is received less than sixty (60) days before the event, Applicant will forfeit the entire Security Deposit.

Full refund of the Security Deposit will be made to Applicant if the Tabernacle cancels the event for reasons set forth above, or due to emergencies (i.e. weather, natural disasters, government-imposed).