



FACILITY USE POLICY

PURPOSE STATEMENT

“The Gathering Place” (consisting of a meeting room and catering kitchen), located at 24 South 29th Street in Billings, Montana, (the “Facilities”) of Community Leadership Development, Inc. (CLDI), was provided through God’s benevolence and by the sacrificial generosity of the community. CLDI desires that its Facilities be used for the fellowship of the Body of Christ and the glorification of God. Although the Facilities are not generally open to the public, CLDI makes its Facilities available to approved individuals and organizations as a witness to our faith, in a spirit of Christian charity, and as a means of demonstrating the Gospel of Jesus Christ in practice. While the Facilities are owned by Koinonia Management Co. LLC (KMC), a limited liability company wholly owned by CLDI, the Facilities are managed by CLDI.

This Facility Use Policy is necessary for two important reasons. First, CLDI reserves the rights to refuse events that are contrary to its faith. Allowing its Facilities to be used for purposes that contradict CLDI’s beliefs would be material cooperation with that activity, and would be a violation of CLDI’s faith and religious practice (2 Corinthians 6:14; 1 Thessalonians 5:22).

Second, it is crucial that CLDI present a consistent message to the community, and that CLDI’s organization conscientiously maintain that message as part of its witness to the Gospel of Jesus Christ.

Therefore, the Executive Director holds the right to deny said Facility use to persons or groups holding, advancing, or advocating beliefs or practices that conflict with CLDI’s faith or moral teachings, which are

summarized in, among other places, CLDI's Mission, Principles, Commitment, Foundation, Primary Works, and Statement of Faith. This policy applies to all CLDI facilities, regardless of whether the facilities are connected to CLDI's main facility or are owned by its affiliates, because CLDI sees all of its property as holy and set apart to worship God (Colossians 3:17). The Executive Director and/or the Board of Directors are the final decision-maker(s) concerning use of CLDI facilities.

Approved Users and Priority of Use

The Executive Director must approve all uses of the Facilities. Generally, priority shall be given to organized groups that share CLDI's mission/vision or are part of the ministry, organization, or sponsored activities of CLDI. The Facilities will be made available to outside groups or individuals meeting the following qualifications:

1. The group or person seeking use of the Facilities must submit a signed "CLDI Facility Application and Agreement" form.
2. The group or person seeking use of the Facilities must be willing to take responsibility for the Facilities and equipment used and must agree to abide by CLDI's rules of conduct for facility use, as stated below and as described in any additional instructions by CLDI staff.
3. The group or person requesting use of the Facilities must acknowledge CLDI's Statement of Faith.

A group or person approved to use the Facilities pursuant to this policy is referred to herein as a "Renter".

Facility Use Hours

The facilities are available between the hours of 8 a.m. and 12 midnight, all days of the week. Use outside these hours may be approved by the Executive Director.

Scheduling Events

Applications for use of the Facilities shall be made to the Executive Director, or other authorized staff member, of CLDI by submitting the "CLDI Facility Application and Agreement" form attached hereto as Exhibit "A". The event will be reserved and placed on the CLDI calendar only if the signed contract and down payment have been received and approved by the Executive Director. CLDI retains the right to not approve the event if it conflicts with CLDI's Statement of Faith.

Alterations

No alterations, additions, or improvements to the Facilities shall be made by the Renter, including caterers, except with the written consent of the Executive Director. No holes shall be bored, cut, or otherwise made, nor shall any nails, screws, bolts, tape, or fastenings be driven or applied in or on the floors, walls, ceilings, columns, or any other part of the building containing the Facilities. If any damage is incurred, the Renter's security deposit will be applied toward the damages, and the Renter will be held liable for any amount of damages in excess of the security deposit.

Food

Renter shall independently contract and pay for all necessary services such as catering and additional equipment needed for food service. The Renter is responsible for all catering arrangements. All caterers

must hold all applicable licenses or permits and supply proof of compliance to the CLDI staff if requested. All caterers who serve food must provide the following proof of insurance and agree to the provisions stated above for the Renter of the Facilities: Commercial General Liability Insurance in the amount of at least \$1,000,000 liability per occurrence/\$2,000,000 aggregate listing CLDI and KMC as additional insureds and containing a waiver of subrogation. It is the responsibility of the Renter to inform their chosen food caterer of the proof of insurance provisions. Renter shall provide evidence of the caterer's insurance required above to CLDI 30 days in advance of the date of the use of the Facilities.

Fees

Consistent with our ministry, CLDI strives to meet and serve individuals and organizations where they stand financially and our fees are determined accordingly. Use of the Facilities is subject to a minimum use and maintenance fee to pay for the upkeep of the Facilities. CLDI staff members, employees, and other affiliates are not required to pay a fee for usage because maintenance of the Facilities are derived from CLDI's operations budget. At its discretion, CLDI may also require a refundable security deposit to pay for any damages to the Facilities.

Cancellation

The CLDI Facility Application will, if approved, become a Facilities Use Agreement (the "Agreement"). It is agreed by both parties that the Agreement shall not be cancelled without good faith and reasonable cause. In the event the Facilities are not available for occupancy upon commencement or during the term of the Agreement due to fire, casualty, acts of God, strikes, national emergency or other causes beyond the control of CLDI, the Agreement and the obligations of all parties thereunder shall terminate, and all claims are waived. Any portion of the rent due shall abate, or, if previously paid, shall be promptly refunded.

Facility Use Guidelines

Alcohol Policy: For the protection of guests and our organization, all alcohol served on the property must be purchased through and served by the designated bar caterer under contract with CLDI. (See attached alcohol catering form.) No self-service of alcohol is allowed at any time. The renter and all members of their party are prohibited by law from bringing in outside alcohol into the facility or onto the adjacent parking areas. Any violators will be asked to leave the facility immediately. This prohibition includes rehearsal time, set up and picture time prior to the event. Alcoholic beverages are sold in accordance with Montana law and local regulations, and CLDI management reserves the right to determine when, where, and if alcohol will be served on the premises. Alcoholic beverage service for any event will end no less than 30 minutes before midnight. Law prohibits the service of alcohol to minors, and the Renter must not allow open and unsupervised serving of alcohol at events in which minors are present.

Additional Terms:

1. **Smoking Policy:** Smoking in any indoor CLDI facility is prohibited by law.
2. Renters are restricted to only those areas of the Facilities that the group has reserved.
3. Youth groups and children must have adult supervision at all times.
4. Renter must adhere to the time schedule in the Agreement.
5. Respect for those using other portions of the Facilities is expected and required.

6. Abusive or foul language, violent behavior, and drug or alcohol abuse are strictly prohibited on CLDI premises. Any person exhibiting such behavior will be required to leave the premises.
7. CLDI has the right to remove any person or group not acting in accordance with or refusing to comply with CLDI's Statement of Faith.
8. CLDI equipment, such as tables and chairs, must be returned to original placement by Renter upon the completion of the Renter's event, unless arranged otherwise prior to the event.
9. CLDI expects the Renter to remove/dispose of any decorations, food, or any other materials brought in for the event. Please refer to CLDI's "Renter Rules and Expectations" (which will be provided by CLDI to any Renter approved for use of the facilities) for directions and clarification.
10. CLDI is not responsible for any personal property left at the Facilities.
11. A representative from CLDI will inspect/checkout the premises/Renter, at the end of each event, using an established checklist which will be provided to the Renter. If there is any damage to the Facilities, Renter will be assessed a damage fee including reasonable administration cost to complete the repairs.

Insurance

For all non-CLDI-sponsored events, the Renter using the Facilities must obtain liability insurance coverage in the amount of at least \$1,000,000 liability per occurrence/\$2,000,000 aggregate, listing CLDI and KMC as additional insureds, and containing a waiver of subrogation. Renter shall provide evidence of the insurance required by Renter and any caterer to CLDI not less than 14 days in advance of the date of the use of the Facilities. (A list of optional insurance carriers will be provided upon request.)

Rental and Payment Information

RESERVING DATES, RENTAL FEES, DEPOSITS, AND REFUNDS:

Specific event dates and times must be scheduled with CLDI staff. Down payment and receipt of contract secures your date on the calendar until it can be confirmed by the Executive Director. The balance of the facility rental will be due in a second installment payment, no less than 6 months before the date of the event. Fees are applied to the date reserved only and do not transfer to a new date if the event date is rescheduled. The damage and cleaning deposit, along with any additional services, will be due one month prior to the event. If a reservation is cancelled less than 6 (six) months prior to the scheduled event date, the full amount of the facility rental is still owed; a refund of that full rental amount, less \$250, will be awarded only if the date is reserved by another party. (Partial refund may take place if the date is re-booked at a lower rate.) CLDI will make a good-faith effort to re-book the date. Once a date is reserved and a down payment made, any changes to the date would be considered a cancellation of the event and a new booking, and above policies would apply. All amounts listed in this section are payable to Koinonia Management Co. LLC:

EXHIBIT "A"
CLDI Facility Use Application and Agreement

Name of person or organization requesting use of Facilities (Renter):

Contact Information:

Name: _____

Address: _____

Phone Number: _____

Email Address: _____

Secondary Contact information, in case of Emergency:

Name: _____

Phone Number: _____

Email Address: _____

If Renter is an organization:

- Please briefly state the organization's purpose and mission:

- Please list the organization's website, if any: _____

- Please list the names of the organization's office-holders and leaders:

Please describe the Facilities for which use is requested and the purpose for which Renter intends to use the Facilities:

What date(s) and time(s) of use of the Facilities is requested by Renter:

Date(s): _____

Time(s): _____

Number of people expected at event: _____

Renter affirms that:

1. Renter understands that CLDI does not allow its facilities to be generally available to the public, and that Renter’s use of the Facilities is subject to the approval of the Executive Director of CLDI, which is conditioned in part on Renter’s agreement to the requirements in the CLDI Facility Use Policy and Renter Rules and Expectations.
2. CLDI believes disputes are to be resolved between parties without recourse to the courts. See, generally, Matthew Chapter 18 and 1 Corinthians Chapter 6. Accordingly, Renter agrees to attempt resolution of any disputes through Christian mediation.
3. Renter has received and reviewed a copy of the Facility Use Policy and a copy of the Renter Rules and Expectations of CLDI, understands their terms and obligations, and agrees to abide by and to perform the obligations of the Policy and the Renter Rules and Expectations.
4. If this Application is accepted by CLDI, Renter agrees to the terms and obligations of the Agreement which is part of this Application.

Date: _____

Signature block for individual Renter:

Individual Name: _____

Signature: _____

Signature block for organization as Renter:

Name of Organization: _____

Signed By: _____

Printed Name: _____

Title: _____

ACTION ON APPLICATION

Approved _____ Not Approved _____ Date _____

COMMUNITY LEADERSHIP DEVELOPMENT, INC.

By: _____

Its: _____

AGREEMENT

If this Application is approved, the terms and provisions of the Application and of the CLDI Facility Use Policy and Renter Rules and Expectations, which are incorporated herein by reference, shall become part of this Agreement, together with the following provisions:

1. **Security Deposit.** CLDI may deduct the amount necessary from the security deposit to compensate for all tangible loss, injury or deterioration of the Facilities caused by Renter or Renter's guests, invitees, or others in the Facilities during the period of Renter's use, plus all unpaid rent, cleaning expenses, and any and all other damages, expenses, or other charges resulting from Renter's use of the Facilities. If the security deposit is insufficient to satisfy the damages, cleaning expenses, unpaid rent, and other charges, CLDI may collect the deficiency from Renter. At its option, CLDI may provide Renter with a written list of cleaning necessary to return the Facilities to their condition prior to Renter's use, and Renter may complete the cleaning and restoration within twenty-four (24) hours, as long as the space does not need to be cleaned immediately before another renter takes possession of the space.

2. **No Assignment.** This Agreement may not be assigned by Renter, and no one other than Renter and their invited guests may use the Facilities.

3. **Default and Remedies.** If Renter fails, refuses, or defaults in its performance of this Agreement, CLDI shall have any and all remedies available, and shall be entitled to its reasonable attorney fees and costs in enforcing this Agreement.

4. **Indemnity and Release.** Renter releases and forever discharges CLDI, KMC, and their respective affiliates, subsidiaries, and related entities, and their officers, directors, employees, and agents (the "Released Parties") from, and covenants not to sue, and agrees to indemnify the Released Parties with regard to, any and all actions, claims, causes of action, demands, liabilities, damages, and expenses, including but not limited to attorney and paralegal fees and costs, whether asserted or unasserted, known or unknown, liquidated or unliquidated, foreseen or unforeseen, which arise or may arise under this Agreement or relating to Renter's use of the Facilities.

5. **Waiver.** No waiver by any party of any provision of this Agreement shall be deemed to be a continuing waiver of that provision, or of any other provision hereof, or of any subsequent breach by the other party of the same or any other provision. A consent or approval to an act of the other party shall not be deemed to render unnecessary the obtaining of consent or approval for any subsequent act whether or not similar to the prior act consented to or approved.

6. **False Statements.** If any of Renter's statements or affirmations in the Application are false

or inaccurate, CLDI reserves the right to cancel and terminate this Agreement, and to refund any payments made by Renter. In such event, neither CLDI, KMC or its respective affiliates, subsidiaries, and related entities, and their officers, directors, employees, and agents shall have any obligations or liabilities to Renter other than the refund of any payments made by Renter to CLDI/KMC, excluding any portion of the Security Deposit required to repair any damage to the Facilities. Renter waives any claims and rights of action arising from any such cancellation or termination, and agrees to indemnify and hold CLDI, KMC, and its respective affiliates, subsidiaries, and related entities, and their officers, directors, employees, and agents harmless.

7. **Severability.** If any provision of this Agreement shall be declared to be invalid, void or illegal, it shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

8. **Time.** Time shall be of the essence of this Agreement.

9. **Entire Agreement.** This Agreement embodies the entire agreement between the parties, and supersedes all prior negotiations, understandings and agreements, if any, relating to the Facilities.

10. **Amendment.** This Agreement may be amended, modified, or supplemented only by an instrument in writing duly executed by both parties hereto.

11. **Governing Law.** This Agreement shall be governed by Montana law.