

RENTAL AGREEMENT FOR USE OF CHURCH OF THE NATIVITY FACILITIES

Church of the Nativity, 8849 Ray Road, Raleigh, North Carolina (“Nativity”) allows:

_____ (“Lessee”)

to use the following portions of the facilities located at Nativity (“Booked Rooms”):

at the following dates and times:

_____ (“Booked Dates”)

subject to the following conditions and allowances:

1. Lessee will pay, in full, a rental fee of \$ _____ in the form of a check made payable to Nativity and delivered to Nativity prior to the first Booked Date. Nativity may terminate this agreement upon notice to Lessee if such timely payment is not received. Lessee acknowledges that this fee will not be considered a taxable donation to Nativity.
2. Lessee will assure that all participants in its activity will remain only in the Booked Rooms and will not use or enter other rooms or facilities of Nativity except nearby restrooms. If the Booked Rooms include the chapel (Room 4) or the nave (Room 109), Lessee will not rearrange furniture therein without prior permission from the Rector of Nativity. Lessee may, at its risk, temporarily rearrange furniture in other Booked Rooms so long as Lessee restores the original arrangement upon leaving. Lessee is responsible for providing its own equipment, meeting supplies, and so forth.
3. In addition to the fee described in paragraph 1, Lessee is responsible for any damage to or theft from Nativity that arises from the actions or negligence of Lessee or its activity participants, as well as any expenses incurred by Nativity to clean the Booked Rooms subsequent to Lessee’s use. If Nativity elects to provide Lessee keys to Booked Rooms in order to facilitate Lessee’s access thereto, Lessee will return all such keys to Nativity immediately upon conclusion of the Booked Dates. Lessee will not overload the seating capacity of the Booked Rooms.
4. Nativity is responsible for providing the Booked Rooms in a habitable condition with working utilities and a peaceful atmosphere.
5. Nativity will be reasonably conscious of the needs of Lessee and act accordingly; however, unless specifically provided by this agreement, Nativity is not obligated to provide any material assistance to Lessee or activity participants thereof.

6. Nativity will endeavor to provide access to the Booked Rooms, including parking lots and sidewalks, in a safe condition; however, Nativity does not warrant the safety of such and specifically is not responsible for slipping and falling due to precipitation or for traffic accidents on its premises. In case of inclement weather, Nativity may at its option terminate this agreement upon notice to Lessee and will bear no liability to Lessee other than to refund any fee already received from Lessee for the rental.

7. Nativity is not responsible for injuries due to horseplay or other dangerous or risky acts by Lessee's participants or third parties, nor is Nativity responsible for any injuries to Lessee's participants or third parties due to acts of nature, war, terrorism or other like causes.

8. Participants, by their participation in the activity provided by Lessee, are deemed to accept and be bound by these terms. Lessee will inform its participants of these terms.

9. Lessee acknowledges that the first responsibility of Nativity is the pastoral needs of its members. Accordingly, Nativity may terminate this agreement at its sole discretion if Nativity needs the Booked Rooms on the Booked Dates to accommodate a pastoral event or if a pastoral event at Nativity would render the Booked Rooms unusable on the Booked Dates. Lessee acknowledges that it bears the risk of such cancellation. In such event, Nativity will make reasonable effort to notify Lessee as quickly as possible and will bear no liability to Lessee other than to refund any fee already received from Lessee for the rental.

10. Lessee will conduct in the Booked Rooms only those activities that are lawful, of proper decorum, and consistent with the principles of Nativity. No alcohol may be served or consumed, nor may any political activity be held. No member of the clergy of any church or religious organization may speak at Nativity without prior permission from the Rector of Nativity.

11. In no event will Nativity's liability to Lessee in conjunction with this agreement exceed the amount of fees received from Lessee hereunder.

Nativity and Lessee agree to the foregoing terms as signified by the following signatures:

Date: _____

For Nativity: _____

For Lessee: _____

Cell _____

To notify Nativity, call (919) 846-8338 or email office@nativityonline.org