



# EFCCL PAVILION USAGE APPLICATION

This agreement by and between The Evangelical Free Church of Crystal Lake 575 E Crystal Lake Ave Crystal Lake, IL 60014

OWNER'S NAME

OWNER'S COMPLETE ADDRESS

("EFCCL"), and

USER'S NAME

USER'S COMPLETE ADDRESS

("User") will take effect on the \_\_\_\_\_ day of \_\_\_\_\_ and will continue for a period of \_\_\_\_\_

DATE

MONTH & YEAR

TIME PERIOD

WHEREAS, EFCCL owns the premises located at 575 E Crystal Lake Ave Crystal Lake, IL 60014 which is normally used for

OWNER'S COMPLETE ADDRESS

EFCCL Ministry, and WHEREAS the User desires to use the Pavilion area for the purpose of

PURPOSE OF USE

and WHERE AS EFCCL has agreed to allow Use to use the pavilion provided that the following terms and conditions are met.

## IT IS THEREFORE AGREED BY AND BETWEEN THE PARTIES:

1. EFCCL agrees to let the Use use the above described premises for the above described purpose on

DESCRIBE TIMES/DATES OF USAGE

NAME AND OWNER'S CONTACT PERSON

is the contact person for EFCCL and \_\_\_\_\_ is the contact peson for the

NAME OF USER'S CONTACT PERSON/REP OF ORGANIZATION

User to coordinate the details of the usage.

2. FEE AGREEMENT: The User agrees to pay EFCCL \_\_\_\_\_ for the use of the pavilion.

AMOUNT

NON FEE AGREEMENT: In consideration for the benefit of using EFCCL's pavilion, User agrees to abide by all the terms and conditions of use described in this agreement.

3. User agrees that it will not use the pavilion for any unlawful purposes, and will obey all laws, rules, and regulations of all governmental authorities while using the above described pavilion.
4. User agrees that it will not use the pavilion for any purpose that is contrary to the mission, purpose or belief of the EFCCL, which is a biblically-based religious institution.
5. User agrees to abide by The Evangelical Free Church of Crystal Lake's Pavilion Usage Policy which is attached to the Agreement and incorporated herein.
6. User agrees that it is solely responsible to implement appropriate screening and supervision procedures to protect children, youth, and vulnerable adults attending user's function at the above described pavilion.
7. ORGANIZATIONAL USERS: User promises and warrants that it carries liability insurance with a minimum liability occurrence limit of \$1,000,000. The User will provide a certificate of insurance to the EFCCL at least seven days prior to the date upon which the User begins to use the above described pavilion. The certificate of insurance will indicate that User has made EFCCL an "additional insured" on User's policy with respect to the use by User of the above described pavilion.

INDIVIDUAL USERS: User promises and warrants that User will obtain signed Activity Participation Agreements (either provided by or acceptable to EFCCL) from each participant in the activity. If the participants are minors, User will obtain the signature of at least one parent or legal guardian on each Activity Participation Agreement.

8. User agrees to hold harmless, indemnify and defend EFCCL(including EFCCL's agents, employees, and representatives) from any and all liability for injury or damage including, but not limited to, illness, exposure to infectious/ communicable disease, bodily injury, personal injury, emotional injury, or property damage which may result from any person using the above described pavilion, its entrances and exits, and surrounding areas, for User's purposes, regardless of whether such injury or damage results from the negligence of the EFCCL (including EFCCL's agents, employees and representatives) or otherwise.
9. User agrees to be responsible for preparing for use and returning to the pre-use condition all areas of the pavilion which User will use, including entrances and exits.
10. User agrees to conduct a visual inspection of the pavilion, including entrances and exits, prior to each use, and warrants that the pavilion will be used only if it is in a safe condition.
11. This agreement may be cancelled unilaterally by either party with 14 days written notice to the other party.
- 11.5. In the event that EFCCL must cancel this agreement, User will be entitled to any deposit User has paid. However, in no event will EFCCL be liable to User for any lost profits or incidental, indirect, special, or consequential damages arising out of User's inability to use the above described pavilion, even if EFCCL has been advised of the possibility of such damages.
12. User agrees that it will not assign any of its rights under this agreement, and any such assignment will void this agreement at the sole option of the EFCCL.

13. EFCCL and User agree that any disputes arising under this agreement will be resolved via a mutually acceptable alternative dispute resolution process. If EFCCL and User cannot mutually agree upon such a process, the dispute will be submitted to a three-member arbitration panel of the American Arbitration Association for final resolution.

14. This document contains the entire agreement of the parties and supersedes all prior written or oral agreements relating to the subject matter.

**DATED THIS** \_\_\_\_\_ **DAY OF** \_\_\_\_\_  
DATE MONTH & YEAR

**EFCCL**

**USER**

\_\_\_\_\_  
SIGNER'S NAME

\_\_\_\_\_  
SIGNER'S NAME

\_\_\_\_\_  
POSITION WITH EFCCL (TITLE)

\_\_\_\_\_  
POSITION WITH USER (TITLE)

# EFCCCL CONSTITUTION

## PREAMBLE

We the members of The Evangelical Free Church of Crystal Lake, in order to carry out more effectively the commission given by Jesus Christ to His Church, do ordain and establish the following Constitution to which we voluntarily submit ourselves.

## ARTICLE I - CHURCH NAME

The name of this Church shall be "The Evangelical Free Church of Crystal Lake."

## ARTICLE II - AUTHORITY AND AFFILIATION

This Church shall be independent and self-governing, and it shall be affiliated with the Evangelical Free Church of America through its Great Lakes District Conference or its successor.

## ARTICLE III - CHURCH PURPOSE

The purpose of this Local Church is to glorify God:

- To show love to the unsaved and to minister to their physical and spiritual needs and to present to them the way of salvation,
- To evangelize and disciple on mission fields at home and abroad,
- To assemble to worship God, to administer the ordinances of the Lord's Supper and Baptism, and to fellowship with His body of believers,
- To reflect our oneness in Jesus Christ and promote unity in the Body,
- To build up and equip the believers to minister to each other's needs and accept the leading of the Holy Spirit in the discipline of Christian living in accordance with God's Word. -Ephesians 4:1-16.

## ARTICLE IV - CHURCH FOCUS<sup>1</sup>

Recognizing the purpose of this Church as all encompassing, with the aid of the Holy Spirit we will minister to all. However, as the Lord adds to our resources it is our intention to especially emphasize and focus our efforts in the areas of Christian Education, Missions, and our Youth.

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<sup>1</sup> Article IV CHURCH FOCUS was added, the EFCA 12 point Doctrinal statement adopted, minor modifications were made, and the complete Constitution reaffirmed by a vote of the congregation on January 22, 1994.

## ARTICLE V - DOCTRINAL STATEMENT<sup>2</sup>

### SECTION 1 – From the Evangelical Free Church of America

- 1) We believe in one God, Creator of all things, holy, infinitely perfect, and eternally existing in a loving unity of three equally divine Persons: the Father, the Son and the Holy Spirit. Having limitless knowledge and sovereign power, God has graciously purposed from eternity to redeem a people for Himself and to make all things new for His own glory (Deut. 6:4; Psalm 102:25-27; Matt. 3:16-17; I Peter 1:18-20; Rev. 5:9-14).
- 2) We believe that God has spoken in the Scriptures, both Old and New Testaments, through the words of human authors. As the verbally inspired Word of God, the Bible is without error in the original writings, the complete revelation of His will for salvation, and the ultimate authority by which every realm of human knowledge and endeavor should be judged. Therefore, it is to be believed in all that it teaches, obeyed in all that it requires, and trusted in all that it promises (John 17:17; Rom. 15:4; II Tim. 3:14-17; Heb. 10:23; II Peter 1:16-21).
- 3) We believe that God created Adam and Eve in His image, but they sinned when tempted by Satan. In union with Adam, human beings are sinners by nature and by choice, alienated from God, and under His wrath. Only through God's saving work in Jesus Christ can we be rescued, reconciled and renewed (Gen. 1:26-27; Rom. 5:12-21; Eph. 2:1-3; Col. 1:21-22).
- 4) We believe that Jesus Christ is God incarnate, fully God and fully man, one Person in two natures. Jesus—Israel's promised Messiah—was conceived through the Holy Spirit and born of the virgin Mary. He lived a sinless life, was crucified under Pontius Pilate, arose bodily from the dead, ascended into heaven and sits at the right hand of God the Father as our High Priest and Advocate (Luke 23:44-24:7; John 1:1-3, 15-18; I Tim. 3:16; Heb. 7:22-27).
- 5) We believe that Jesus Christ, as our representative and substitute, shed His blood on the cross as the perfect, all-sufficient sacrifice for our sins. His atoning death and victorious resurrection constitute the only ground for salvation (Rom. 3:21-26; Eph. 2:4-8; Col. 2:13-15; Heb. 9:22-28).
- 6) We believe that the Holy Spirit, in all that He does, glorifies the Lord Jesus Christ. He convicts the world of its guilt. He regenerates sinners, and in Him they are baptized into union with Christ and adopted as heirs in the family of God. He also indwells, illuminates, guides, equips and empowers believers for Christ-like living and service (John 16:7-15; Rom. 8:9-11; Gal. 5:22-25; Eph. 1:13-14).
- 7) We believe that the true church comprises all who have been justified by God's grace through faith alone in Christ alone. They are united by the Holy Spirit in the body of Christ, of which He is the Head. The true church is manifest in local churches, whose membership should be composed only of believers. The Lord Jesus mandated two ordinances, baptism and the Lord's Supper, which visibly and tangibly express the gospel. Though they are not the means of salvation, when celebrated by the church in genuine faith, these ordinances confirm and nourish the believer (Matt. 28:18-20; I Cor.

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<sup>2</sup> Article V DOCTRINAL STATEMENT was revised to reflect the EFCA 10-point doctrinal statement, Article V Section 4 LOCAL CHURCH DISTINCTIVES on marriage was clarified, and other minor modifications were approved by a vote of the congregation on October 29, 2017.

11:23-26, 12:12-27; Eph. 4:4-6, 15-16; Heb. 10:25).

- 8) We believe that God's justifying grace must not be separated from His sanctifying power and purpose. God commands us to love Him supremely and others sacrificially, and to live out our faith with care for one another, compassion toward the poor and justice for the oppressed. With God's Word, the Spirit's power, and fervent prayer in Christ's name, we are to combat the spiritual forces of evil. In obedience to Christ's commission, we are to make disciples among all people, always bearing witness to the gospel in word and deed (Matt. 5:13-16; Eph. 2:10; 4:1, 20-32; 6:10-18; I John 5:1-5).
- 9) We believe in the personal, bodily and glorious return of our Lord Jesus Christ. The coming of Christ, at a time known only to God, demands constant expectancy and, as our blessed hope, motivates the believer to godly living, sacrificial service and energetic mission (Acts 1:7-11; Titus 2:13-14; I John 3:1-3; Rev. 19:11-20:10).
- 10) We believe that God commands everyone everywhere to believe the gospel by turning to Him in repentance and receiving the Lord Jesus Christ. We believe that God will raise the dead bodily and judge the world, assigning the unbeliever to condemnation and eternal conscious punishment and the believer to eternal blessedness and joy with the Lord in the new heaven and the new earth, to the praise of His glorious grace (Matt. 25:46; John 1:12, 3:16; Acts 20:21; Rev. 20:11-21:7). Amen.

## **SECTION 2 – Local Church Distinctives**

- 1) We believe in the existence of the personality of Satan, that he is the unholy god of this age, prince of the power of the air and the kingdom of darkness, and is destined to the judgment of an eternal justice in the lake of fire (Matt. 4:1-3; Eph. 2:2; II Cor. 4:4; Rev. 20:10; Luke 11:14-23).
- 2) We believe that New Testament baptism by immersion "in the name of the Father and of the Son and of the Holy Spirit: is a symbol of our faith in the crucified, buried and risen Lord, and of our death to sin and resurrection to a new life. Candidates for membership are urged to be baptized, but baptism is not a prerequisite to Church membership (Matt. 28:19; Acts 8:36-39).
- 3) We believe that the Lord's Supper is the commemoration of His death and should be observed until He comes again. Partaking of the Lord's Supper is for believers only and should always be preceded by solemn self-examination (I Cor. 11:23-33).
- 4) We believe that marriage is ordained by God to join one man and one woman in a single, exclusive union as a human object lesson of a divine relationship (Gen. 2:18-25; Eph. 5:21-33; Heb. 13:4).
  - a. We believe that marriage is dissolved by the death of one of the partners (Rom. 7:2-3; I Cor. 7:39). Divorce is strongly discouraged but permitted because of fornication and/or adultery (Matt. 5:32, 19:3-9), or because the unbelieving partner forsakes the believing partner and institutes the divorce (I Cor. 7:10-24).
  - b. We believe that Christians should neither marry unbelievers, nor enter into any other entangling alliances with them (I John 2:15-17; II Cor. 6:14-18).

- c. We believe that God commands sexual intimacy to only occur between one man and one woman who are married to each other and that no intimate sexual activity be engaged in outside of a marriage (Heb. 13:4, I Cor. 7:1-5).
- d. We believe that God offers redemption and restoration to all who confess and forsake their sin, seeking His mercy and forgiveness through Jesus Christ (I John 1:9, I Cor. 6:9-11). We believe that every person must be afforded love and kindness. Hateful behavior does not accord with Scripture or the doctrines of the church (I Cor. 13:4-7, Prov. 15:1, 1 Peter 3:15).

## **ARTICLE VI - MEMBERSHIP**

The membership of this Church shall be composed of individuals who are believers in the Lord Jesus Christ, and who give evidence by their confession and their conduct that they are living in real fellowship with the Lord Jesus Christ and have been received into membership at a business meeting of the Church.

## **ARTICLE VII - PROPERTY**

### **SECTION 1 – Power of Control**

This Church shall have the power to receive, either by gift or purchase, and to hold such real, personal, or mixed property as is authorized by the laws of the State of Illinois and is deemed necessary for the business of the Church, and shall have the power to dispose of such property by mortgage, deed or otherwise. All such property shall be held in the name of the Church or in trust to the benefit of the church.

### **SECTION 2 – Division of the Church**

In case of the division of this Local Church (from which we pray God by His mercy to preserve us), the property of the Church shall belong to those who abide by its Constitution and Bylaws.

### **SECTION 3 – Dissolution of the Church**

In the event of the dissolution of this Local Church (from which we pray God by His mercy to preserve us), all property belonging to the Church, real personal, and mixed and wherever situated, shall automatically become the property of the Great Lakes District Conference of the Evangelical Free Church of America or its successor organization if said Conference or successor is then in existence; and otherwise said property shall automatically become the property of the Evangelical Free Church of America or its successor organization. If the Evangelical Free Church of America or its successor has at that time also ceased to exist, said property shall be conveyed and transferred by the Board of Trustees of the Church to any successor organization which shall at the time of conveyance and transfer under section 501 (c) (3) of the Internal Revenue Code of 1954 as amended and which shall have objectives consistent with those of the Church.

### **SECTION 4 – Determination of Dissolution**

This Local Church shall be considered dissolved if so decided by the church itself, or when the Church has not held an annual meeting for three successive years, or when less than six members remain.

#### **ARTICLE VIII – AMENDMENTS**

Amendments to this Constitution must be submitted to the members in writing prior to any vote. Amendments must receive preliminary adoption at an Annual Business Meeting and final adoption at a succeeding Annual Business Meeting. Adoption at both meetings requires the affirmative vote of two thirds of the membership present, and a quorum shall be one fourth of the total membership.