DISTRICT OF COLUMBIA PUBLIC SCHOOLS
REAL ESTATE OFFICE
825 North Capitol Street, NE, Suite 7122
Washington, D.C., 20002-4232
(202) 442-5199 – fax: (202) 442-5180
www.k12.dc.us

RECEIVED
D.C. OFFICE OF ZONING
2008 APR 25 PM 12:28

April 22, 2008

Interim Pastor Laura W. Smith
Gideon Baptist Church
901 Ingraham Street, N.W.
Washington, D.C. 20011

BZA # 17008

Dear Reverend Smith:

This letter is a binding agreement between the Gideon Baptist Church and the District of Columbia Public Schools (DCPS), granting approval to the Gideon Baptist Church for the usage of twenty-five (25) parking spaces, with an option to use twenty (20) additional spaces upon request, at Truesdell Elementary School for church parking. This use is approved for Sundays, only, commencing May 18, 2008 and concluding May 10, 2009, from 9:00 a.m. until 5:00 p.m. Please note, although the Gideon Baptist Church entered into a use agreement with DCPS for several years; they never used the parking spaces that they paid for on a monthly basis. Therefore, no further monthly rental fees will be required, until the church commences the use of the designated parking spaces.

The usage is governed by the following terms and conditions, failure to compliance will result in the immediate termination of this agreement:

- D.C. Public Schools shall have the unilateral right, in its sole discretion, to terminate this Agreement upon seven (7) days prior written notice;
- The first priority for use of space shall be given to the programs, activities, and needs of the District of Columbia Public Schools;
- The District of Columbia Public Schools is not responsible for the security of the parking lot and will not be responsible for any thefts, or damages that may occur as a result of this use;
- The Gideon Baptist Church Congregation and Visitors shall not be charged a fee, for parking on the Truesdell Elementary School parking lot;
- An insurance certificate must be submitted to the Realty Office prior to use; and

BOARD OF ZONING ADJUSTMENT
District of Columbia
CASE NO. 17008
EXHIBIT NO. 38

Board of Zoning Adjustment
District of Columbia
CASE NO. 17008
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- An executed copy of the attached Assumption of Risk and Indemnification Form must be received in the Realty Office prior to use.

When it becomes necessary to utilize the parking spaces, the fees will be assessed as defined on page 2 of the Application To Use Facilities. The monthly user fee is $607.29. Please submit an executed Assumption of Risk and Indemnification Form and a current insurance certificate to the DCPS Realty Office, 825 North Capitol Street, N.E., Suite 7122, Washington, D.C. 20002, upon receipt of this notice.

If this use is cancelled or postponed, please notify the Realty Office on 202/442-5199.

Sincerely,

Veronica L. Falwell
Director

VLF:yc

cc: Ms. Carolyn Brooks, Principal
Security
Facilities
Zoning Board Authority

ASSUMPTION OF RISK
AND INDEMNIFICATION FORM

The **Gideon Baptist Church,** hereby agrees that all property and activities of any kind or nature whatsoever that may be in, upon, or about the designated space utilized by the **Gideon Baptist Church,** at **Truesdell Elementary School** at any time during the term of this use agreement, or any renewal or extension hereof, shall be in, upon or about said premises at the sole risk and hazard of the **Gideon Baptist Church.**

Moreover, the **Gideon Baptist Church**, hereby agrees to indemnify and save harmless the District of Columbia Government, the D.C. Public Schools, and their agents and employees, from all penalties, claims and demands resulting from the **Gideon Baptist Church,** use and occupancy of the designated premises and in the conduct of its operation on said premises.

It is expressly understood that the District of Columbia Government, D.C. Public Schools, and their agents and employees shall not be liable to the **Gideon Baptist Church**, or to any person, for any accident, injury, loss, or damage to any person, or property while in, upon, or about, or entering or leaving said premises at any time during the term of the use agreement or any renewal or extension hereof, resulting from any cause whatsoever, and all claims therefore are hereby released to the District of Columbia Government and D.C. Public Schools, who may plead this release in bar thereof, in any and every suit, demand and claim for same.

By: **Gideon Baptist Church**

_____

Signature Date

APPLICATION TO USE FACILITIES

This form must be received in the Real Estate Office at least twenty (20) working days prior to the proposed use. For more information call the Real Estate Office on (202) 442-5199. The Principal's approval is needed prior to submitting this application to the Realty Office.

DATE OF APPLICATION: April 17, 2008 **FACILITY REQUESTED:** Truesdell Elementary School

NAME OF USER/ORGANIZATION: Gideon Baptist Church

AUTHORIZED CONTACT: Interim Pastor Laura W. Smith

ADDRESS: 901 Ingraham Street, N.W. **TELEPHONE:** 202-723-1243

Washington, D.C. 20011 301-449-4029(h), 301-379-8078(c)

DESCRIPTION OF PROPOSED USE: (Attach a brochure, flyer, etc. describing your activity.)

We request availability to use 25 parking spaces on Sunday

Check if applicable to proposed use.: More than 100 persons expected to attend:_____ Handling of money:_____

Specific Area Requested: Auditorium _____ Gymnasium _____ Stadium _____ Armory _____

Cafeteria _____ Kitchen _____ No. of Classrooms _____ Other X (parking Lot)

Period of Requested Use:

Hours From...To	Days Mon-Sun	Dates Month/Day/Year
9AM - 5PM	Sunday	05-11-08 - 05-10-09

Type of User:

Public School Related:
_PTA or HSA
_DCPS Program or Activity
_Other _____

Non-Public School Related:
XReligious Organization
_Non-Profit Group
_Other _____

How is the program funded? DCPS _____ **Grant** _____ **Other** X (Tithes & Offerings)
Is the Staff paid? X & **or volunteer?** X **Is there a charge to the participants? Yes** _____ **No** X

I hereby agree to be bound by the terms of the Application to Use Facilities and to abide by the pertinent rules of the Board of Education, Section 3500 thru 3508 and Superintendent Directives. Furthermore, I agree to make final arrangements and publicize this activity ONLY after written approval has been received.

User Signature: Laura W. Smith Date: 04-17-08

NOTE: All Users must immediately vacate the premises, as a result of a court order, construction, or inclement weather. This agreement may be cancelled with a thirty (30) day notice for the convenience of the School System.

USER NAME: Gideon Baptist Church APPLICATION TO USE FACILITIES page 2 of 2

INSURANCE INFORMATION:
The following information must be accurate. (False information will be cause for immediate termination of the agreement.)

Name of Insurance Company: The Hartford
Policy Number: 42 UEC UB5421 Coverage:
Name and Telephone no. of Insurance Agent: BB&T 703-352-2222
All users must sign an indemnification Form, after approval of the use application by the Real Estate Office as necessary This form plus a copy of the users insurance certificate to the Real Estate Office at least forty-eight (48) hours prior to entering the building.

For DCPS Real Estate Office Use Only **Calculated by:**

REQUESTED USE	Fee	No. Rooms	Daily/Monthly	Days/Months	Total Cost
Auditorium					
Gymnasium					
Classroom(s)					
Other					

PERSONNEL	Name/Grade	Hourly Rate	Hours	Daily Cost	No. Days	Total Cost
Custodian-1						
Custodian-2						
Custodian-3						
Engineer						
Repairman						
Security						
Food Service						

CONTINUOUS USERS

Pro-Rated Rental Fee	Cost/Sq. Ft Per Day	No. Sq. Ft.	No Days	Total Cost
Schedule A	$.021			
Schedule B	.007			

DCPS SIGNATURES	RECOMMEND	APPROVE	DISAPPROVE	DATE
PRINCIPAL/FACILITY ADMINISTRATOR Carolyn Brooks	X			4/18/08
REALTY OFFICER Veronica Goodall			—	4/22/08
SUPERINTENDENT/DEPUTY/ASSISTANT				

FORM NC 53RO390 REV 2/98