LIVING CHRIST LUTHERAN CHURCH (LCLC)

Facility Use Request and Agreement

LCLC's first priority regarding use of our facility and equipment is for the church's worship, teaching and church-sponsored activities. The church also recognizes its responsibility to open the facility to other organizations that benefit the community as a whole. These guidelines set forth reasonable rules and provide LCLC with a fair sharing of the church's cost in granting such use of our facility.

Contracting User (individual or organization) Information:

Name: _____

Address: _____

City/State: _____ Zip Code: _____

Cell Phone: _____ Home Phone: _____

Email: _____

If renting "on behalf of an organization," please provide organization's name and address:

_____

_____

Group Affiliation: ____ School ____ Non-Profit 501© 3 ____ Charitable

___ Other (describe): _____

Number of Persons Attending: _____ Number of Adult Supervisors (if applicable): _____

Event Frequency: One Time _____ Repeat _____ (If a repeat event, provide initial and final event dates.)

_____

Event Date (mm/dd/yy) _____Event Start Time_____Clean Up End Time_____

Event **Setup** Date (mm/dd/yy) _____**Setup** Start Time _____

Describe all planned activities: _____

_____

_____

_____

_____

_____

_____

Sound System - Please select one:

___ Not needed ___ Will provide our own sound system

___ Will use church system (*see Church Equipment, page 3*)

	Choice(s)	▣ Usage Fees	
Available Spaces (*see Description, page 3*)	✓	School / Non-profit	All others
Sanctuary		$100	$150
Kitchen & Fellowship Hall		$100	$150
Fellowship Hall **Setup Fee** (*Varies based on requirements; see Contracting Individuals, page 4*)		$25 - $50	$25 - $50
Kitchen & Classroom #1		$75	$100
◎ ✞ Classroom #2		$50	$75
✞ Classroom #3		$50	$75
Consultation Space		$40	N/A
Sound System		$25	$25
Custodial Fee **per occurrence** (*required; **not** refundable*)	✓	$25	$25
TOTAL FEES OWED:		$	$
Security Deposit (*refundable; see Fees and Deposits, page 4*)	✓	$100	$100

▣ **Up to *4 hours including time needed for setup and cleanup; prorated fees for additional hours will be added to the stated fee.***

◎ ***Includes use of our Welcome Area for a Mt. Meru Coffee Break***

✞ ***Includes use of our flat screen, HDMI-ready TV***

Security Deposit Received: $_____ Check #_____ Date Received: _____

Custodial Fee Received: $_____

Final Fee Check Amount: $_____ Received by: _____

Check #: _____ OR Cash: $_____ Date Received: _____

Received (check one ✓): Certificate of Insurance _____ Waiver of Liability _____

Miscellaneous: The User shall not assign its rights under this agreement without prior written consent of LCLC. This agreement represents the entire agreement between LCLC and the User and may not be contradicted by prior or contemporaneous written or oral arguments of the parties. Amendments to this agreement must be in writing and must be signed by both the User and LCLC.

I have received, reviewed and agree to be bound by the terms and conditions of the Living Christ Lutheran Church Facility Use Request Agreement and Guidelines described on pages 3 & 4:

_____ _____

Signed by CONTRACTING INDIVIDUAL Date

on behalf of: _____

Name of Organization (please print)

_____ _____

Signed by LCLC REPRESENTATIVE Date

DESCRIPTION OF AVAILABLE SPACES, AMENITIES AND GUIDELINES

SANCTUARY: 52'x40'; Seating for 150; 12'x16' stage with 7" elevation (air conditioned)

FELLOWSHIP HALL: 35'x35'; twenty 6' tables; 80 chairs (flexible room arrangement)

KITCHEN PREP AREA: 20'x25' (Includes stove, refrigerator, microwave)

KITCHEN CLASSROOM #1: 17'x25'; Seating for 12; four 6' tables

CLASSROOM #2: 15'x13'; Seating for 10; two 6' tables

CLASSROOM #3: 14'x13'; Seating for 10; two 6' tables

CONSULTATION SPACE: 14'x13'

WELCOME AREA: 30'x25' (suitable for meeting breaks for Classrooms 2 & 3)

RESTROOMS: Handicapped accessible

CHURCH EQUIPMENT**:** Church equipment shall not be used off premises for non-church-related activities. The church's integrated sound system is available for use during non-church sponsored activities in the sanctuary. Use of the sound system is subject to payment of a fee.
A portable sound system is available for the same fee.

PARKING: 80 parking spaces and 8 handicapped accessible parking spaces

Facility Use Agreement Detailed Guidelines

LCLC allows community members to rent the defined facilities on a case-by-case basis, subject to approval by LCLC's Council and the terms and conditions outlined herein.

CONTRACTING ENTITIES/INDIVIDUAL(S) promise to closely supervise all activities on the premises, protect LCLC property and observe the following rules:

- **Room Setup**:
  a) LCLC will not be obligated to perform room setup, unless identified at the time of the submittal of this Agreement.
  b) Reference information about the "Available Spaces" charts which can be found on Pages 2 and 3 of this document.
  c) Attach a drawing of your room set-up and remit appropriate fee.
- Users agree to pay for all damage and for cleaning expenses.
- Inappropriate behavior or abuse of the facilities will be cause for immediate termination of this Agreement.
- LCLC reserves the right to cancel any future scheduled use for any reason and without cause.
- LCLC reserves the right to refuse to rent facilities to anyone or to consider an agreement that is submitted less than 30 days or more than 120 days before the desired use.
- LCLC may ask the licensee to move to a different space or may cancel this agreement for a particular date if there is a funeral and if the rental agreement involves the use of the sanctuary, fellowship hall or kitchen.

KITCHEN USE: Users of the kitchen are required to leave it clean and uncluttered for the next user.

PLAYGROUND USE: Only groups with prior approval from the church council and carrying appropriate insurance coverage will be allowed to use playground equipment.

SMOKING: LCLC is a smoke-free facility. If you smoke outside, please use receptacle provided. Thank you.

ALCOHOLIC BEVERAGES: Alcoholic beverages may not be possessed, served, or consumed in the church facility or on church property.

POST EVENT RETURN OF FACILITIES: Prior to expiration of the time reserved by User, User must:

- Report any damage or breakage to the Building Use Coordinator;
- Return the areas used to a reasonably clean condition, without alteration of the area's original condition;
- If kitchen is reserved by User, hand wash, dry and put away all items used. Clean all countertops and floors;
- Dispose of all trash in waste receptacles;
- Return church keys to LCLC's church office or exterior Drop Box; and
- Vacate the facilities.

FEES AND DEPOSITS: LCLC may use the reservation/damage deposit to pay for cleaning of the facilities or for damages to any church property damaged by User or any individuals participating in User's events or activities. After paying for such cleaning or repairs, LCLC will return, within a reasonable time after the end of the usage term, any remaining portion of the security/damage deposit to User at User's address as set forth above.

WAIVER OF FEES: LCLC reserves the right to waive User's obligation to pay all or any portion of the usage fee, custodial fees or reservation/damage deposit, including for the use of the facilities by groups designated under section 501©3 of the Internal Revenue Code of 1986, as amended. Any waiver of the usage fee, custodial fee, or reservation/damage deposit shall be subject to User's compliance with the terms and conditions of this agreement and the reimbursement upon LCLC's request for any excess costs.

SCHEDULING: The Building Use Coordinator is responsible for the scheduling of all facility usage. Event schedules will be considered firm or final only after the following conditions are satisfied:

- 'Facility Use' Agreement has been signed by both the User and a church representative;
- Reservation and security/damage deposits have been paid; and
- Proper approval has been granted.

The User or representative of the User is responsible for verifying that all items listed above have been completed and the completed paperwork turned in, thus confirming their future use of the facility.

TERMS OF USE AGREEMENT:

- A completed Facility Use request and agreement form is required before any use of the facilities by User and the required reservation and security/damage deposits (such as custodian or sound system) must be paid when the agreement is signed.
- The activity will not be considered 'scheduled' or 'approved,' until all deposits and fees have been received and approval granted as set forth above.
- The Facility Use request and agreement must be signed by one or more responsible contracting individuals who will be responsible for supervision of the building use and for any damage or misuse.
- Cancellation of the event requires at least 30 days' notice prior to the scheduled event in order to receive a refund of the security/damage deposit. The cancellation notice shall be in writing and delivered to the church (LCLCRental@gmail.com).
- The User will be responsible for assuring compliance with the rules as contained in the agreement and any rules posted on the premises.
- All single-use requests and any ongoing-use agreements ("ongoing use" is defined as an agreement for the use of church facilities on a regular basis over a period equal to or exceeding one calendar month) require approval by the church council after checking availability with the Building Use Coordinator.
- Ongoing use agreements are subject to change based upon church needs.
- All ongoing-use arrangements shall be subject to annual renegotiation or termination. These permits expire annually on December 31. Building use after expiration requires a new agreement.

INDEMNITY AND HOLD HARMLESS: LCLC shall not be liable for any damage to, removal of, or loss of any property of licensee or its agents occasioned by any theft, burglary, larceny or vandalism of any kind. The User will neither hold nor attempt to hold LCLC or its management, agents, representatives, directors, officers or employees (collectively, the 'indemnitees') liable for and the User will indemnify and hold harmless the indemnitees, from and against, any and all loss, costs, demands, claims, causes of action, fines, penalties, damages, liabilities, judgments, and expenses (including, without limitation, attorneys' fees) incurred in connection with or arising from the following, except for any injury or damage to persons or property on or about the facilities to the extent caused by the gross negligence or willful misconduct of LCLC: (a) the use of the facilities by the User or its agents; (b) any activity, work or thing done, permitted or suffered by the User or its agents in or about the facilities; (c) any acts, omissions, or negligence of the User or its agents; (d) any breach by the User or its agents of any terms or conditions of this agreement or any laws, rules, or regulations of governmental authorities with jurisdiction over the facilities, and (e) any injury or damage to person or property of the User or its agents. **THE FOREGOING INDEMNITY AND HOLD HARMLESS AGREEMENT SHALL APPLY TO THE NEGLIGENCE OF THE INDEMNITEES TO THE EXTENT THAT THE NEGLIGENCE OF THE INDEMNITEES IS BASED UPON A FAILURE OF THE INDEMNITEES TO SUPERVISE OR MONITOR THE ACTIVITIES OF THE LICENSEE OR ITS AGENTS IN OR ABOUT THE FACILITIES OR THE FAILURE OF LCLC TO ENFORCE THE PROVISIONS OF THIS AGREEMENT.**

INSURANCE: The User represents that it carries standard general liability insurance coverage with a minimum of $1,000,000 per occurrence and $2,000,0000 general aggregate. Upon request, User will provide the church with proof of liability insurance, and if requested, will add the church as an additional insured under User's general liability policy.

Exceptions may be made by the church council to instead accept a signed waiver of liability ('Waiver of Liability and Hold Harmless Agreement') by groups or individuals desiring to use the facilities.