**Christ the Good Shepherd Lutheran Church**

**Facility Use / Rental Agreement**

**Contracting Individual or Organization**

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Church Member:\_\_\_\_\_\_\_\_\_\_\_\_

Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Zip Code: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone Number(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

If renting space “on behalf of an Organization” provide organizations name and address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Use: One Time \_\_\_\_\_\_\_ Repeat \_\_\_\_\_\_\_ Range \_\_\_\_\_\_\_\_\_\_

Number of People attending (est.) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

What rooms/areas are to be used: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Type of activities planned during use: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date(s) of use: Start Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ End Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Time of Day: Start Time: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ End Time: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Hours the area(s) will be in use – including set up and clean up: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

FACILITY USE FEE

Agreed Total Fee: $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , as approved by: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Amount of Deposit Received: $ \_\_\_\_\_\_\_\_\_\_\_\_\_ Date Received: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Balance due Amount: $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date Due: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Balance Received: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

RENTAL FEE

Rent Amount: $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , approved by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Inclusive Dates: From \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

* Terms/conditions will be reviewed annually

Other Agreements: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

FEE SCHEDULE

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Member** | **Non-Member** | **Other / Rental** |
|  |  |  |  |
| **Gathering Space**-up to 4 hours- add’t hour | $200$30/hr | $300$50/hr | Contact to Negotiate for On-Going Use Fees |
| **Sanctuary** | Honorarium | $250 (4 hrs) |  |
| **Basement** | Honorarium | $150 (4 hrs) |  |
| **Christ House** | Church Bus - $0Personal Use - Donation | $100 w/out Kitchen$150 w/ kitchen |  |
|  |  |  |  |
| **Pastoral Services** | Honorarium | $300 | $300 |
| **A/V Tech** | $20 / hr | $25/hr | $25/hr |
| **Piano / Organ** | Contact to Negotiate | Contact to Negotiate | Contact to Negotiate |
| **Reservation Deposit** | Waived | $25 | $25 |
| **Security/Damage** | Waived | ½ of Usage Fee | ½ of Usage Fee |

* Honorarium for pastoral services should be in line with suggested amounts. Please consider time requirements and services requested.
* Reservation Deposit will be applied to any outstanding balance. Security/Damage Deposit will be returned to User within reasonable time after event.

**TERMS and CONDITIONS**

Christ the Good Shepherd Lutheran Church (“CGS”) allows members of the community to rent the Facilities identified above on a case by case basis, subject to approval of CGS’s administrative representative and the terms and conditions of this Facility Use/Rental Agreement (“Agreement”).

**CONTRACTING INDIVIDUALS**

Promise to closely supervise al activities on the premises, protect the property of CGS and observe the following rules:

* Users agree to pay for all damage and for cleaning expenses.
* CGS will not be obligated to perform any room set up, unless identified at the time of submittal of this Agreement.
* Inappropriate behavior or use of the facilities will be cause for immediate termination of the Use Agreement.
* CGS reserves the right to cancel any future scheduled use for any reason and without cause.
* All on-going rental/use agreements will expire annually. Building use after expiration requires a new agreement.
* CGS reserves the right to refuse to rent Facilities to anyone or consider any Agreement. CGS may ask User to move to a different space or cancel this Agreement as to a particular date if there is a funeral and the Agreement involves the use of the Sanctuary, Gathering Space or the kitchen.

ALOCOHOLIC BEVERAGES / SMOKING

No alcoholic beverages may be possessed, served or consumed in the church facility or on church property without proper licenses (ex. catering companies). The entire campus is a smoke-free facility.

CHURCH EQUIPMENT

The church integrated A/V system is available for use during non-church sponsored activities in the sanctuary. Use of the A/V system is subject to payment of the sound tech fee. The CGS owned projector and cameras are only available for use by church members and under supervision of A/V tech or church staff.

RETURN OF FACILITIES

Prior to the expiration of the time reserved User must vacate the Facilities, return the key(s), place all trash in waste receptacles and surrender the Facilities in a reasonably clean condition, without damage or alteration to the condition in which CGS delivered the Facilities to User.

FEES and DEPOSITS

User agrees to pay the usage fee set forth in the Fee Schedule above for the applicable facilities, and reservation and security deposits.

Upon execution of this agreement by User, User shall pay to CGS a $25 non-refundable reservation deposit and a security/damage deposit in amount of ½ the total usage fee. The reservation deposit shall be credited against the total usage fee. CGS may use the security/damage deposit to pay for cleaning or for damages to any church property damaged by the User or any individuals’ participating in the User’s events or activities. After paying such cleaning or repairs, CGS 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 set forth above.

Balance of fees is due 3 days prior to the event, if not before. Fees for facilities will be made out to Christ the Good Shepherd Lutheran Church. Fees for pastoral services, A/V tech are paid directly to the party.

WAIVER OF FEES

CGS reserves the right to waive User’s obligation to pay all or any portion of the usage fee, reservation deposit or security/damage deposit, including the use of facilities by groups designated under section 501(c) of the Internal Revenue Code of 1986, as amended. Any waiver of the usage fee, reservation deposit or security/damage deposit shall be subject to User’s compliance with the terms and conditions of this agreement and the reimbursement upon CGS’s request for any excess costs.

FEE Amount waived:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, approved by\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SCHEDULING

The Parish Administrator will only be responsible for the master scheduling of all facilities usage (including assistance with securing a pastor, A/V tech, etc.).

Even schedules will be considered firm or final only after all of the following conditions are satisfied:

* Proper approval has been granted;
* Facility Use/Rental Agreement has been signed by both the User and the Administrative Representative for CGS;
* Reservation and security/damage deposits have been paid.

Any on-going-use agreements (“on-going use” is defined as an arrangement 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 or the Council’s Administrative Representative after checking availability.

TERMS OF USE AGREEMENT

* A Facility Use/Rental agreement is required before any use of the facilities by User and the required reservation and security/damage deposits 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 has been granted as set forth above,
* The 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 and misuse.
* Cancellation of the even requires at least 10 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 via email (office@christthegoodshep.org).
* The User will be responsible to assure compliance with the rules as contained in this agreement and any rules posted on the premise.
* All on-going agreements will be subject to annual renegotiation or termination. On-going use agreements are subject to change based upon church needs.

INDEMNITY AND HOLD HARMLESS

CGS shall not be liable for any damage to, removal of, or loss of any property of User or its Agents occasioned by any theft, burglary, larceny or vandalism of any kind. The User will neither hold nor attempt to hold CGS or its management, agents, representatives, directors, officers or employees liable for and the User will indemnify and hold harmless the Indemnitees, from and against, any and all loss, cost, 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 to the extent caused by the gross negligence or willful misconduct of CGS: (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 (d) any injury or damage to person or property of the User or its agents.

MISCELANEOUS

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

I have received, reviewed and agree to be bound by the terms and conditions of the Christ the Good Shepherd Lutheran Church Facility Use/Rental Agreement.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Signed by contracting Individual) Date

for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(organization)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CGS Representative Date

**Addendum to Facility Use / Rental Agreement**

The Following terms are agreed to in addition to the above Agreement:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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User Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CGS Representative Date