



St. Paul Lutheran Church

FACILITY USE AGREEMENT

It is agreed under the Facility Use Agreement (Agreement) between St. Paul Lutheran Church (Church) and _____ (User), that the Church, shall allow User access and the use of the Saint Paul Facility (Facility) as conditioned and described below and subject to the terms and conditions of the Agreement, Attachment 1 - Additional Terms and Conditions and Attachment 2 - Facility Use Regulations (collectively, Agreement). This Agreement shall become effective upon the date of the last signature and shall remain in effect for a period of one (1) year and month to month thereafter unless terminated earlier by either party consistent with the terms of the Agreement. User shall complete the Facility Use Information for each event. This Agreement supersedes all prior written or oral agreements.

It is therefore agreed by and between the parties:

Facility Use Information

Date(s) of Use: _____

Setup Time: Event Time: Ending Time: Cleanup Time:

Organization Requesting Use: _____

Address: _____

Best Contact Number(s): _____

Church On-Site Contact: _____ Cell Phone: _____

User On-Site Contact: _____ Cell Phone: _____

Purpose of Use (Type of Activity): _____

Number of Participants: _____ Expected number of attendees (if different): _____

Special Equipment Needs: _____

Special Personnel Needed: _____

Proof of Insurance Required (if yes, attach copy)

Approved: 8/20/2023

Facility Fee Worksheet

The Facility Fee Worksheet (below) establishes the actual cost of each Facility being made available, all miscellaneous expenses to be incurred for use of that Facility (Total Fee), the Date of Use of the Facility and verification that User has in place liability insurance consistent with terms and conditions set forth in the Agreement. The Total Fee shall be due and payable by User upon the date of execution of this Agreement. If User will use Church more than once, payment for each use shall be made before the date of each use.

Facility	Hourly Rate \$	Hours of Use	Notes	Subtotal
Sanctuary (Welcome Center & Narthex)	150			
Labyrinth	100			
Choir Room	50			
Chapel	50			
Friendship Corner	40			
Conference Room	40			
Library	40			
Youth Room	35			
Fellowship Hall & Kitchen	100			
Additional Fees/event (if applicable)				
Setup/Teardown	250			
Hospitality Tour	30			
Hospitality Team	20/hr/person			
Custodial	250			
Coffee Maker 12 & 30 cup	10 & 20/event			
Folding Chairs (42)	30			
AV Equipment	25/item/hr			
AV Tech	25/hr			
Streaming Equipment	100			
Streaming Tech	\$50/hr			
*All rates subject to change			Total Fee	\$

Executed this _____ day of _____ month _____ year

Church _____
Print & Sign

Date _____

User _____
Print & Sign

Date _____

Approved: 8/20/2023

Attachment 1 -- Additional Agreement Terms and Conditions

1. If User's schedule changes, the User agree to inform the Church On-Site Contact at least 24 hours in advance of scheduled use. In the event of an unforeseen need of the Church for the Facility requested, User agrees to use an alternate Facility, if one is available.
2. The person signing the Agreement for User has been given authority to act for and be responsible for the User making this application. User will see that the Facility is not misused or abused, that there is proper adult supervision at all times, that the Facility is used in conformity with all policies and regulations of the Church as set forth in Facility Use Regulations, Attachment 2, and that all other terms of the Agreement are adhered to and followed.
3. User understands and agrees that the event is neither a conducted event nor a sponsored event of Church. In addition, it is understood that Church will not exercise any physical or other control over the operation of the event other than those already spelled out in the Agreement. In addition, User understands that Church is not providing any supervision under the Agreement.
4. User understands that no promises are made otherwise than what is contained in this Agreement, that no warranties have been made that the Facility will be adequate for User's planned use, and that User accepts the Facility in an AS IS condition.
5. User has inspected the Facility to be used and has independently determined that is suitable and safe for their particular purpose.
6. Unless the Church has pre-determined that User's use of the Church is in effect an extension of the Church's mission such that use of the Facility by User is covered under the Church insurance policy, then User at its sole cost and expense shall maintain during the term of the Agreement, if for recurring use of Church, or during User's use of Church, if for a single use, public liability insurance (bodily injury and property) that insures against ALL liability of User, Church, and their authorized representatives arising out of and in connection with User's use of the Facility, with a single liability limit of \$1,000,000 and \$3,000,000 aggregate.
7. It is the intent of the User and Church that both the public liability and property damage insurance shall insure performance by User of the express indemnity provision set forth in paragraph 10 below. However, the limits of such insurance shall not limit the liability of User under paragraph 10.
8. User agrees to provide Church with a copy of the certificate of insurance evidencing that it has complied with the insurance requirement of this Agreement concurrent with the execution of the Agreement.
9. If requested in writing by the Church, the Church shall be named as an additional insured on the insurance policy purchased by User.
10. The parties agree that User will protect the Church from any potential liability arising from its use of the Church. Therefore, User agrees to save, indemnify and keep harmless Church against any and all liability, claims, judgements or demands, including demands arising from injuries or death of persons (User's employees included) and damage to property, arising

Approved: 8/20/2023

directly or indirectly out of User's use of Church, save and except claims or litigation based on allegations of acts or omissions only of Church. It is the intention of the parties that the indemnity provided for by this Agreement provides for the indemnity to the fullest extent of the law.

11. User agrees to be responsible for preparing for use and returning to the pre-use condition the Facility which User will use, including entrances and exits.
12. User agrees that it will not use the Facilities for any unlawful purposes and will obey all laws, rules, and regulations of all governmental authorities while using the Facilities.
13. User agrees that it is solely responsible to implement appropriate screening and supervision procedure to protect children, youth, and vulnerable adults attending User's function at the Facilities.
14. The Agreement may be cancelled unilaterally by either party with five (5) days written notice to the other party without either party incurring any liability to the other.
15. In the event that Church must cancel this Agreement, User will be entitled to any deposit User has paid. However, in no event will Church be liable to User for any lost profits or incidental, indirect, special, or consequential damages arising out of User's inability to use Facility, even if Church has been advised of the possibility of such damages.
16. User agrees that it will not assign any of its rights under this Agreement, and any such assignment will void this Agreement.
17. Church and User agree that they will attempt to resolve any disputes arising under this Agreement via a mutually acceptable alternative dispute resolution process, such as mediation. If Church and User cannot mutually agree upon such process, or if such process is unsuccessful in resolving any dispute, the dispute will be submitted to arbitration before a three-member arbitration panel. Each party shall appoint one arbitrator and the two arbitrators so appointed shall select the third arbitrator. The arbitration shall be conducted pursuant to the then existing rules of the American Arbitration Association (AAA) for resolution of commercial disputes and the arbitrator's award shall be final and binding. All expenses incurred, exclusive of attorney fees incurred by either party, to reach final resolution shall be split equally between the parties.

Attachment 2 -- Facility Use Guidelines

As a religious community, St. Paul Lutheran Church reserves the right to determine whether an organization or individual's proposed use of our facility is consistent with our beliefs and mission. We are not a full-service conference or event venue, but we are pleased that our facility may be useful for your activity.

Alcohol & Smoking: Alcoholic beverages and smoking are not permitted in or around the building.

Animals: Guide dogs and personal assistance animals, as long as they are well socialized/trained, are always welcomed. Other pets and animals are welcome upon prior approval.

Energy Conservation & Recycling: Before leaving, please turn off all lights (don't forget the restrooms). All thermostats may be adjusted a few degrees +/- and will automatically return to an energy-saving mode after 2 hours. Recycling bins for clean paper, aluminum cans, and plastic are located in the Fellowship Hall and Friendship Corner.

Facility Care: Please leave the room(s) clean and reset/return the layout as you found them. Basic cleaning supplies will be available. If there is a spill or accident larger than you are able to remedy, please alert our office so that we may take care of it in a timely manner. If using posters, flip charts, or signage, please use masking tape or easels (no tacks or nails). Please coordinate with us if you need to move the piano in either the Fellowship Hall or the Sanctuary.

Keys & Doors: Your swipe fob and key must be returned at the conclusion of the event. A drop box is located to the left of the inner office door. As you leave, please ensure all outside doors are securely closed behind you.

Refreshments: Coffee pots are available for rent: 12 cup \$10/event & 30 cup \$20/event). Filters are provided, but coffee, accoutrements, and other paper products are not. No refreshments are allowed in the sanctuary except water.

Safety & Fire: If you detect a natural gas leak immediately vacate the building and dial 911. If there is an urgent property issue (toilet clog/running over, burst water pipe, etc.) contact our volunteer Property Team at 505-218-1286.

Security: Under no circumstances are doors to be propped open and left unattended. You may post a door attendant or provide a sign with a cell number that may be called. If found in violation of this rule, your future requests to use the facility may be declined. Please know and let others know that we are not responsible for the security of cars or belongings in the parking lot.