**Facilities Use Agreement**

*Please return this completed form to Lynne Anderson in the Church Office as far in advance of date requested as possible to confirm your reservation.*

**This agreement by and between Messiah Lutheran Church of 1100 Log Shoals Road, Mauldin, SC 29662 (Owner) and**

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**(User) Group or Individual Requesting Use**

2. Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

3. Date(s) Requested: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Time: \_\_\_\_\_\_\_\_\_\_\_\_ - \_\_\_\_\_\_\_\_\_\_\_\_

(if recurring, leave blank)

4. If recurring – Start Date: \_\_\_\_\_\_\_\_\_\_\_\_ End Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

5. Messiah Lutheran Church Member who will be present: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I have access to the building (key). I will need access to the building.

6. Please explain activity to be held: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

7. Estimated number of people involved (# of adults, # of children): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

8. Liability Insurance Carrier: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Policy #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

9. Contact Person\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Phone\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Email\_\_\_\_\_\_\_\_\_\_\_\_

10. Facilities/Rooms Needed (please circle all rooms you plan to use):

Sanctuary

Administrative Space:

* Conference Room
* Work Room

Luther Hall/Family Activity Center

* Gym
* Classrooms
* Kitchen
* Stage
* Music Room
* Shower
* Youth Room

Joy Center

* Kitchen

Gathering Area

* Nursery/Brides Room

Pre-School Building

* Classrooms

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

11. Equipment Needed (please circle all equipment you plan to use):

* TV/DVD
* Sound System
* Projection System
* Organ
* Piano
* Kitchen Appliances (Coffee Makers)
* Other: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Messiah Lutheran Church** – Facilities Use Agreement

Version: 07/20/2020 Page: 1 of 3

12. The Owner does not charge for use of our facilities: however, any donation to cover costs of utilities and cleaning would be appreciated.

13. User agrees that it will not use the premises for any unlawful purpose, and will obey all laws, rules, and regulations of all governmental authorities while using the above described facilities.

14. User agrees to abide by any rules or regulations for the use of the premises that are attached to this agreement: (1) Facility Use Policy and Procedures; and, (2) Facilities Use Checklist (3) Kitchen Use Checklist.

15. If checked, user/group agrees to the following:

* User group agrees to provide Messiah Lutheran Church with a liability release form on each person participating.
* User promises and warrants that it carries liability insurance with a minimum liability occurrence limit of $1,000,000 and a $5,000 limit of medical payment coverage. The User will provide a certificate of insurance to the Owner at least seven days prior to the date upon which the User begins to use the above-described premises. The certificate of insurance will indicate that User has made Owner an “additional Insured” on User’s policy with respect to the use by User of the above-described premises.
* User/group agrees to conduct and keep background checks on all participating adults.

16. User agrees to hold harmless, indemnify and defend Owner (including Owner’s agents, employees, and representatives) from any and all liability for injury or damage including, but not limited to, bodily injury, personal injury, emotional injury, exposure to Covid-19 virus or property damage which may result from any person using the above described premises, its entrances and exits, and surrounding areas, for User’s purposes, regardless of whether such injury, exposure or damage results from the negligence of the Owner (including Owner’s agents, employees and representatives) or otherwise.

17. User agrees to be responsible for preparing for use and returning to the pre-use condition all areas of the premises which User will Use, including entrances and exits. User further agrees that they will be responsible for any damage beyond normal wear and tear, which may result from the use of the facility.

18. User agrees to conduct a visual inspection of the premises, including entrances and exits, prior to each use, and warrants that the premises will be used only if it is in safe condition.

19. This agreement may be cancelled unilaterally by either party with 14 days written notice to the other party.

20. 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 Owner.

21. Owner works to maintain a safe and secure environment within the facility; however, no systems are foolproof. Owner ask that Users pay close attention to personal property and valuables, not leaving them unattended. The Owner is not responsible for theft and/or damage to personal property.

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

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

**Messiah Lutheran Church** – Facilities Use Agreement

Version: 07/20/2020 Page: 2 of 3

*The person/organization requesting the use of Messiah Lutheran Church facilities hereby absolves the church, its pastors, staff, leadership, members, or people of any liability for personal injury to any individual resulting from the use of the church facilities and agrees to be responsible for any property damage that results during the use of the facilities. Please report any damage to the church office promptly.*

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

Signature (User) Date Title

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

Printed Name

*For Church Office Use Only:*

Received By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Title\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Owner) Approved By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*Use Agreement: We will keep this form on file if you are a group that used our facility on an ongoing basis. Signing of this agreement indicates acknowledgement of Messiah Lutheran Church’s Facility Use Policy and Procedures and Facilities Use Checklist.* Your signature on this form indicates acceptance of all applicable expectations and responsibilities.

**Messiah Lutheran Church** – Facilities Use Agreement

Version: 07/20/2020 Page: 3 of 3