**Faith United Lutheran Church**

**One-Day Building Use Agreement**

This Building Use Agreement with Terms and Conditions (hereinafter “Agreement”) and the attached “Building Use Policy”, executed by the undersigned parties on the \_\_\_\_ day (today’s date) of \_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_, constitutes an agreement (contract) for the rental and use of the property owned by Faith United Lutheran Church (hereinafter “Church”). Regarding the terms and conditions of use, the undersigned agrees as follows:

**INFLATABLE TOYS, “BOUNCE HOUSES”, OF ANY SHAPE OR SIZE, ARE STRICTLY**

**FORBIDDEN INSIDE THE CHURCH PREMISES. VIOLATION OF THIS ARE CAUSE FOR**

**IMMEDIATE CANCELLATION OF THE EVENT, FORFEITURE OF DEPOSIT, AND NO**

**FUTURE USE OF THIS FACILITY.**

**PARTIES:** The parties to this agreement include the following:

Property Owner: Faith United Lutheran Church

 4543 Douglas Rd, Toledo OH 43613

 (419)473-1369 Email: faithunitedlutherantoledo@gmail.com

**PLEASE CAREFULLY READ THIS ENTIRE DOCUMENT AND THEN PRINT ALL INFORMATION. YOU WILL BE BOUND BY THIS CONTRACT AND ANY INFORMATION YOU ENTER ON THIS DOCUMENT (THIS INFORMATION MUST BE COMPLETELY FILLED OUT TO RECEIVE YOUR DEPOSIT REFUND)**

Primary Renter/Keyholder: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

City/ST/Zip: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mobile Phone: \_\_\_\_\_\_\_\_\_\_\_\_ Home: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Other: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: ­­­ (you must provide a valid, working email): ­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­­­­

Secondary Renter/Keyholder (necessary if someone other than primary will pick up key): \_\_\_\_\_\_\_\_\_\_\_­­­­­­­­­­­­­­­­­­­­­­­­­­­­\_\_\_

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

City/ST/Zip: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mobile Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Home: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Other: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

The above renters shall be referred to collectively hereinafter as “Renter(s)”. Each of the renters are jointly and severally responsible for the obligations contained in this Agreement.

1. **GENERAL RENTAL INFORMATION (PLEASE PRINT)**
	1. Date of Event: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_
	2. Type of Event: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
	3. Facilities being reserved (circle all that apply): Hall Kitchen
	4. Est. number of guests attending: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

EVENT TIMES: The Renter(s) are allowed in the facilities ONLY during the times you specify below. You will not be permitted to come in early to set up or stay late to clean up. Please allow for time to set up your event, cleanup after the event, and to get all guests out of building, for example, the Renter(s) will have to do all the setup of tables and chairs, and, following the event, all those tables and chairs must be stored properly, so allow yourself a minimum of 30 minutes prior to the event. A 30-minute minimum should also be allowed for cleanup, as explained later. The facilities can be rented for longer than 12 hours, as long as all leave prior to 10:00 pm. To calculate your cost, take the value in the 10–12-hour block, then the hourly rate times the number of hours you wish to use. This total will be your rental fee.

* 1. Time we wish to enter the facilities: \_\_\_\_\_\_\_\_\_\_\_\_ AM/PM
	2. Time we will leave the facilities: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ AM/PM
	3. Total number of hours requesting: \_\_\_\_\_\_\_\_\_\_\_\_\_ hours
1. **BUILDING USE RENTAL FEES**

*The rental fees are based on three (3) factors: amount of time, using the kitchen, and estimated number of attendees. The Fee Schedule is (for non-members), effective 11/01/2022:*

*Attendees Hourly 3 Hours 4-6 Hours 7-9 Hours 10-12 Hours*

*01-75 $35.00 $75.00 $95.00 $115.00 $135.00*

*With kitchen $125.00 $145.00 $165.00 $185.00*

*76-150 $40.00 $95.00 $120.00 $165.00 $190.00*

 *$155.00 $180.00 $225.00 $250.00*

*151-220 $45.00 $115.00 $145.00 $185.00 $215.00*

 *$190.00 $220.00 $265.00 $290.00*

**DEPOSIT/FEES/CANCELLATION POLICIES**

1. **Deposit:** A refundable deposit of $125.00 to guarantee key return paid by cash ONLY must be paid at the time of signing this Agreement.
	1. You will forfeit your deposit if the maintenance person must clean up after your event.
2. **Fees:** The full rental fee, excluding the refundable deposit, is due and payable on the day the Renter(s) pick up the keys to the facilities. Cash is the only acceptable form of payment. Checks will not be accepted under any circumstances.
	1. **Without payment in full the Renter(s) will not receive keys to the facilities.**
3. **Cancellation Policies**: In the event you need to cancel this event, you must notify the Church a minimum of 7 days prior to that date to be refunded the deposit. If an event is cancelled less than one week prior to the event, the Renter(s) will forfeit the entire deposit. Extenuating circumstances may be brought to the attention of the Church, in person or by mail, phone calls not acceptable, for possible return of deposit.

**ADDITIONAL CHARGES/COSTS**

In addition to the above-mentioned deposit and fees, other charges may be applied. These include:

1. $25.00/day for every day the key is not returned to the office of key within 2 days after the event.
	1. Two written notices will be sent to the email address on this Application if the key is not returned to the Church, at the latest, by the Tuesday after the event.
	2. If not returned by the end of the week following the event, the total of the security deposit will be forfeited, and you will be placed on a list of those no longer able to rent from the Church.
	3. If the Renter(s) has not responded or returned the key within the time specified in the letters, the Church reserves the right to follow up with legal action.
		1. Legal action will result in the Renter(s) not being allowed to hold another event in the Church.
		2. All legal/court fees will be the responsibility of the Renter(s).
2. $25.00 – Misuse of alarm system resulting in police arriving
3. $50.00 – False, misleading, or undisclosed information on agreement

**TERMS AND CONDITIONS**

1. Renter(s) must abide by all parts of the “Building Use Policy” booklet.
2. Renter(s) agrees to “Hold Harmless” Faith United Lutheran Church, its Pastor, church council, any employee, or any member of the congregation, past or present, in the event of an accident or injury as stated in the “Building Use Policy” booklet received.
3. Due to the Covid-19 pandemic special health circumstances, the renter(s) agree to not hold Faith United Lutheran Church responsible should anyone participating in your event becomes infected because of your event.
4. Renter(s), their family, and their guests must abide by all signage in and around the church.

**SIGNATURE/ACKNOWLEDGMENT PAGE**

**Please read all information on this entire document carefully before signing. Anyone signing this agreement will be held responsible for all actions of you, your family, and all those attending your event. Once signed, this agreement is binding on both parties without a seven-day notice.**

**BY SIGNING, THE APPLICANT AGREES AND ACKNOWLEDGES THAT HE/SHE HAS FULLY READ, UNDERSTANDS, AND VOLUNTARILY ENTERS INTO THIS AGREEMENT AND THE BUILDING USE POLICY MANUAL. THE APPLICANT ACKNOWLEDGES AND AGREES THAT HE/SHE HAS HAD AN OPPORTUNITY TO ASK QUESTIONS BEFORE SIGNING THIS AGREEMENT**.

**BY CHECKING THIS BOX, I/WE ACKNOWLEDGE THAT THIS DOCUMENT AND THE “BUILDING USE POLICY MANUAL” HAVE BEEN READ CAREFULLY, AND I/WE AGREE TO ABIDE BY ALL PORTIONS OF BOTH DOCUMENTS.**

**I/WE FURTHER AGREE EXPLICITLY TO HOLD FAITH UNITED LUTHERAN CHURCH HARMLESS IN THE EVENT OF**

**ANY INJURY OR ACCIDENT THAT MAY OCCUR DURING MY/OUR EVENT.**

**BY CHECKING THIS BOX, I/WE UNDERSTAND THAT FAITH UNITED LUTHERAN CHURCH IS NOT RESPONSIBLE SHOULD ANYONE ATTENDING MY/OUR EVENT BECOMES INFECTED BY COVID-19 OR ANY OTHER COMMUNICABLE DISEASE.**

Signature of Responsible Person(s):

­­­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**FOR OFFICE USE ONLY**

**AT TIME Of APPLICATION**

Applicant has completely filled in all necessary areas of this document – **Y N**

Applicant given Building Use Booklet – **Y N**

Deposit has been received in cash or money order – **Y N**

Applicant has made the required refundable deposit of $125.00 and was given receipt for same– **Y N**

Applicant’s questions were answered fully and to their satisfaction – **Y N**

Rental Fund form filled out and placed in Treasurer’s mailbox – **Y N**

Signed by: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**AT TIME OF EVENT**

Rental payment paid and keys given – **Y N** Date: \_\_\_\_\_\_\_\_

Security Code Received & Procedure Explained – **Y N** Date: \_\_\_\_\_\_\_\_

Signed by: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**AFTER EVENT**

Keys Returned – **Y N** Date: \_\_\_\_\_\_\_\_ Is this within proper time range? **Y N**

 If late, amount to be kept from deposit - $\_\_\_\_.00

All areas cleaned to satisfactory conditions – Y N Date: \_\_\_\_\_\_\_

If not, amount to be kept from deposit - $\_\_\_\_\_\_.00

Refund requested – Y N Date: \_\_\_\_\_\_\_\_

Signed by: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_