

Facilities Use Agreement for One Time Event

(member and non-member)

Reformation Evangelical Lutheran Church

This agreement by and between **Reformation Evangelical Lutheran Church** (“Owner”),

3670 Perkiomen Avenue, Reiffton, Reading, PA 19606

And “User” _____

User’s complete address _____

For use of Owner’s premises by the User on the _____ day of _____, 20____

Requested event start and end time including set-up and clean-up _____

Anticipated number who will attend the event _____

WHEREAS, Owner’s premises are used for religious education and community outreach, and

WHEREAS, User desires to use the _____ area of the facility for the purpose of _____, and

WHEREAS, Owner has agreed to allow the User to use the facility provided that the following terms and conditions are met.

It is Therefore Agreed By and Between the Parties:

1. Owner agrees to allow User to use above mentioned part of the facility on and at the above stated day and time for the stated purpose.

Owner’s Facility Coordinator _____

Facility Coordinator phone number _____

Above Facility Coordinator shall coordinate all details of usage.

User’s contact person _____

User’s contact person phone number _____

2. **Recommended Donation Agreement:** User agrees to pay Owner the recommended donation of _____ for the use of the described area of the facility as noted in attached Schedule of Recommended Donations.

3. User agrees not to use premises for any unlawful purposes, and will obey all laws, rules, and regulations of all government authorities while on premises.
4. User agrees that it will not use premises for any reason contrary to the mission, purpose or belief of the Owner, which is a biblically based religious institution.
5. User agrees to abide by the **Rules and Regulations**, attached to this Agreement, for the described use of the premises.
6. 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 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 or damage results from negligence of the Owner (including Owner's agents, employees and representatives) or otherwise.
7. User agrees to be responsible for preparing for use and returning to the pre-use condition all areas of the premises which User has contracted to use including entrances and exits.
8. User agrees to conduct a pre-use visual inspection of the premises, including entrance and exits, and warrants that premises will only be used if in safe condition.
9. This agreement may be cancelled unilaterally by either party within 14 days written notice prior to the event.
10. In the event Owner must cancel event, Owner will not be liable to User for any lost profits or incidental, indirect, special, or consequential damages arising out of User's inability to use the above mentioned premises, even if Owner has been advised of the possibility of such damages.
11. User agrees 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.
12. Owner and User agree that any disputes arising under this Agreement will be resolved by a mutually acceptable arbitrator chosen from the panel maintained by the Berks County Bar Association Alternative Dispute Resolution Program, 540 Court Street, Reading, PA 19601.
13. This document contains the entire agreement of the parties and supersedes all prior written or oral agreements to the subject matter.

Dated this _____ day of _____, 20 _____.

Owner's signature _____ Title _____

User's signature _____ Title _____

RULES AND REGULATIONS

1. In the event of an emergency or uncontrollable situation, use of facilities by Reformation groups **supersedes** all commitments to other groups.
2. All attendees must be supervised at all times.
3. Use of the building is strictly limited to the areas designated in the Agreement.
4. The church kitchen may be used, if advance permission is given, but only to organize, cut-up and plate food, as well as using the refrigerator to store food. There is a recommended donation for such limited use of the kitchen.
5. User agrees to:
 - a. thoroughly clean the space provided before leaving
 - b. return furniture to its original location (where it was found)
 - c. lock doors
 - d. turn off all lights
 - e. check bathrooms
6. If User brings items into the building, they are to be removed when User leaves. Nothing should be stored in the building unless agreed upon with the Facility Coordinator.
7. Groups utilizing the facility will provide a certificate of insurance, if requested.
8. The following are **prohibited**:
 - a. use of the range and oven in the church kitchen.
 - b. smoking in the church building
 - c. bringing any alcoholic beverages and controlled drugs into the church building,
 - d. bringing weapons into the church building
9. If damage or loss should occur while User is utilizing the premises, User shall reimburse Owner for any such damage.
10. If User has been provided with a key, it is not to be transferred or loaned to anyone else for any reason. The recommended donation to replace a lost key is \$100.00.
11. If using WIFI, our guest internet address is RLC Guest Code 6107790534.

SCHEDULE OF RECOMMENDED DONATIONS FOR USE OF FACILITY

1. For non-member individuals or groups using the facility for **one event**: \$20 per hour, calculated based on the number of hours designated in the Agreement, to cover the cost of the sexton and a fee for each room being used (\$100 for the Parish Hall/\$30 for the choir room, \$30 for each classroom and \$50 for the limited use of the kitchen described in the Rules and Regulations) to cover the cost of the utilities.

2. Non-member individuals or groups using the facility on a **recurring basis** are to pay a monthly recommended donation based upon the following: \$20 per hour, calculated based on the number of hours designated in the Agreement, to cover the cost of the sexton and a fee for each room being used (\$100 for the Parish Hall/\$30 for the choir room, \$30 for each classroom and \$50 for the limited use of the kitchen described in the Rules and Regulations) to cover the cost of the utilities.

3. **Members of Reformation will not be subject to recommended donations for building use but are expected to make a “free will offering” to cover the utility costs and the cost of the sexton.**