

Facilities Use Agreement for Recurring Events

(non-member)

Reformation Evangelical Lutheran Church

This agreement is by and between **Reformation Evangelical Lutheran Church** (“Owner”), 3670 Perkiomen Avenue, Reiffton, Reading, PA 19606 AND

_____ (“User”)

User’s complete address _____

User will begin use of Owner’s premises on the _____ day of _____, 20____ and will end the use effective the _____ day of _____, 20____ (not to be greater than one calendar year).

Requested event start and end time including set-up and clean-up (list all recurring days and times) _____

Anticipated number who will attend the events _____

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

WHEREAS, User desires to use these rooms 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 have use of the designated rooms on the above stated days and at the designated number of hours for the stated purpose.

Owner’s Facility Coordinator is _____

Facility Coordinator’s phone number _____

The Facility Coordinator shall coordinate all details of usage.

User’s contact person is _____

User's contact person's phone number _____

2. **Recommended Donation Agreement:** User agrees to pay Owner the recommended donation of _____ monthly for the use of the described areas of the facility. The Schedule of Recommended Donations for Use of the Facility is attached to this Agreement.
3. If User desires to add rooms to its use of the facility during the term of this Agreement, authorization must be requested and authorized by the Facility Coordinator. The User will be responsible for the additional room recommended donation set forth in the aforesaid Schedule, and an Addendum to this Agreement will be executed.
4. **Building Key: Key will be issued to the person executing this Agreement and shall be returned upon cancellation of said Agreement. Key identification number _____. If the key is lost, a \$100.00 donation will be made by the said organization.**
5. 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.
6. 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.
7. User agrees to abide by the **Rules and Regulations**, attached to this Agreement, for the described use of the premises. If User violates any of the **Rules and Regulations**, the Owner has the option to cancel this Agreement.
8. 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.
9. 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.
10. 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.
11. This agreement may be cancelled unilaterally by either party within 14 days written notice prior to the first event and any subsequent event under this Agreement.
12. In the event Owner must cancel the entire Agreement or one or more of the scheduled events, 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.
13. 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.

14. If User desires to continue its use of the above mentioned premises beyond the term set forth above, 30 days notice prior to the expiration of the term must given to the Facility Coordinator and a new Facilities Use Agreement will be executed.
15. 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.
16. This document contains the entire agreement of the parties and supersedes all prior written or oral agreements concerning 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 number of hours and to the rooms designated in the Agreement. In case the User wishes to deviate from the designations set forth in the Agreement, approval must be sought from the Facility Coordinator no less than one week in advance.
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 (if recurring user)
 - 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 authorized by 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, the 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, determined as follows: \$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 are expected to make a **donation** to cover the utility costs and the cost of the sexton.