

Facilities Usage Agreement for Single Use Rentals of The Evangelical Lutheran Church of the Good Shepherd

This agreement by and between The Evangelical Lutheran Church of the Good Shepherd, 2669 Sheridan Drive, Tonawanda, NY 14150 ("Owner"), and _____ ("User"). will take effect on the _____ day of _____/_____ between the hours of _____. WHEREAS, Owner owns the premises located at 2669 Sheridan Drive, Tonawanda, NY 14150, which is normally used as a church, and WHEREAS, User desires to use the _____ area of the facilities for the purpose of, _____, and WHEREAS, Owner has agreed to allow User to use the facilities provided that the following terms and conditions are met:

IT IS THEREFORE AGREED BY AND BETWEEN THE PARTIES:

1. Owner agrees to let User use the above-described premises for the above-described purpose on
 - a. Date(s)/Time: _____
 - b. Owner Contact: __Bonnie Jehle, Rental Coordinator____
 - c. User Contact: _____
2. Fee Agreement. User agrees to pay Owner a \$_____ security deposit, and \$_____ rental fee for the use of the premises, according to the fee table outlined in Appendix A.

In consideration for the benefit of using Owner's facilities, User agrees to abide by all the terms and conditions of use described in this agreement and its appendices.
3. User agrees that it will not use the premises for any unlawful purposes, and will obey all laws, rules, and regulations of all governmental authorities while using the above-described facilities.
4. User agrees that it will not use the premises for any purpose that is contrary to the mission, purpose or belief of the Owner, which is a biblically-based religious institution.
5. User agrees to abide by any rules or regulations for the use of the premises that are attached to this agreement.
6. User agrees that it is solely responsible to implement appropriate screening and supervision procedures to protect children, youth, and vulnerable adults attending user's function at the above-described facilities.
7. **Organizational Users.** User promises and warrants that it carries liability insurance with a minimum liability occurrence limit of \$1,000,000. 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.
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, illness, exposure to infectious/communicable disease, 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 the negligence of the Owner (including Owner's agents, employees and representatives) or otherwise.
9. User agrees to be responsible for preserving the integrity and maintenance of the facility, both inside and out, according to the Building Usage Guidelines as attached in Appendix A.
10. 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 a safe condition.
11. This agreement may be cancelled unilaterally by either party, as outlined in Appendix A.

12. 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.

13. 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 a three-member arbitration panel of the American Arbitration Association for final resolution.

14. This document and its appendices contain the entire agreement of the parties and supersedes all prior written or oral agreements relating to the subject matter.

Dated this ____ day of ____.

For User: _____
(Signature) (Title)

For Owner: _____
(Signature) (Title)

RENTER CONTACT INFORMATION

This section must be completed in its entirety.

Two persons must be listed for emergency purposes.

Name: _____

Name: _____

Address: _____

Address: _____

Phone: _____

Phone: _____

Email: _____

Email: _____

#/Type Keys Given: _____

Appendix A: Schedule of Room Rental Fees

1. Room Descriptions

- a. **Community Room:** Seats 165; Is handicap accessible. Has kitchen with sinks, stove, refrigerator, freezer. User must provide all table settings, serving equipment, etc. Room is set with 72" round tables that seat 8-10 people each. No linens are provided.
- b. **Fellowship Hall:** Seats 60-65; Has 4 stairs leading into the room. Has small kitchenette with sink, refrigerator and microwave. User must provide all table settings, serving equipment, etc. Room is set with 7, 8 foot tables and 2, 72" rounds. A long conference style table is great for food/drink service. No linens are provided.

2. Scheduling Availability

- a. Rooms are rented on a first-come, first serve basis.
- b. A reservation is not guaranteed until both a signed contract AND security deposit have been received.

3. Rental Costs & Fee Deadlines

FEE	COMMUNITY ROOM	FELLOWSHIP HALL	DATE DUE
Rental Fee	\$350 for 4 hours*	\$175 for 4 hours*	2 weeks before the event
Additional Hours	\$50 per hour	\$25 per hour	2 weeks before the event
Security Deposit	\$150	\$75	Upon signing of contract
Specialty Setup**	\$100	\$100	2 weeks before the event

* 4 hours must include needed set-up and clean-up time

** For users requiring special/excessive room changes to tables/chairs

4. Payments/Refunds

- a. Deposits and rental fees are due as outlined above.
- b. Fees can be paid:
 - i. By check, payable to *Good Shepherd Lutheran Church* and mailed to: Good Shepherd Rentals, 2669 Sheridan Drive, Tonawanda, NY 14150.
 - ii. With credit card online at GSLCTONA.ORG, click "Donate", select "Donate Now", designate "Rental" in the "Give to:" dropdown box, and write your name and date of rental in the "Notes" section.
- c. Security Deposits:
 - i. Security deposits cannot be applied to the final amount due.
 - ii. Deposits will be refunded by check within 10 business days and sent to the address provided on the rental agreement, provided all rental requirements have been met by the user as outlined in Appendix B.

5. Cancellations

- a. User must cancel their reservation at least 3 weeks prior to their event date to receive a refund of their deposit. Reservations canceled within the three weeks before the event will not be refunded.
- b. Owner reserves the right to cancel a User's reservation, without notice, in the event of:
 - i. A congregational emergency
 - ii. An unexpected weather-related emergency
 - iii. An unexpected issue with the building/safety
- c. If Owner cancels a user reservation, a full refund of any/all security deposits, rental fees, and additional hour fees will be refunded within 10 business days of the cancelation and sent to the address provided on the rental agreement.

- d. In no event will Owner 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-described premises, even if Owner has been advised of the possibility of such damages.

Appendix B: Building Usage Guidelines

1. Security: User's responsibilities for internal building security

- a) Access to the User and all guests should be limited to their rental day/time.
 - i. A key will be made to the user 1-2 days prior to their event, to be returned immediately following the event.
- b) All individuals entering the building are to proceed to the area they have been assigned. Appropriate signage may be temporarily posted to guide groups to the assigned room(s).
- c) When leaving the building, ensure that all windows and doors are shut and locked. Double check that all kitchen appliances, water sources and lights are turned off.
- d) The church is not liable for any lost or mislaid items. This is solely the responsibility of the user.

1) Communication:

- a) The facility is not responsible for the receipt of outside mail or deliveries for any individual or group.
- b) The Rental Coordinator should be notified of any changes in group leadership or key possession as needed.
 - i) Bonnie Jehle, Rental Coordinator: (716) 472-4527
- c) Emergency Contact Information
 - i) Property Representative – Wally Swanson (716) 531-1490
 - ii) Property Representative – Mike Murphy (716) 868-1524
 - iii) Town of Tonawanda Police Department (716) 876-5300
 - iv) Ellwood Fire District (716) 876-5843
- d) In the event of a Health Emergency: FIRST DIAL 911, then notify one of the Owner emergency contacts listed above

2. Rental Timing:

- a) User agrees to include set-up and clean-up time in their rental period.
- b) If more than 4 hours is needed by the User, extra hours need to be figured into the rental time and paid for in advance.

3. Parking:

- a) User and guests are to park **ONLY** in the MAIN LOT.
- b) Specialty parking spaces must be respected as labeled.
- c) There will be NO PARKING in the driveway for any reason at any time, in case of emergency vehicle access.
- d) The driveway may be used **ONLY** for dropping off or picking up people or supplies as needed. Vehicle hazards should be engaged during this time.
- e) Violators to this policy can and will be towed at their own expense.

4. Decorating:

- a) Items may only be hung on walls or windows using blue painters' tape.
- b) Absolutely nothing can be hung from the ceilings, ceiling tiles/frames, or light fixtures.
- c) No confetti can be used.
- d) All items must be removed and/or disposed of at the end of the event.
- e) In signing this agreement, user understands any damage to paint, walls, floors, furniture, appliances, and any/all other property of Good Shepherd will result in not receiving back the security deposit.

5. Housekeeping:

- a) Tables and chairs may be moved from their designated areas, but must be returned to their original position after use.
- b) Any paste, tape, glue, paint or any other foreign matter are to be removed from tables, chairs, and floor prior to leaving. We recommend covering the table tops when using such items.
- c) Users of rooms with kitchens may utilize the kitchen/dining areas and refrigerator/freezers as needed. Users must supply their own dining/serving dishes and utensils.
- d) The Owner should be notified as soon as possible of any breakage or damage to Owner items. Users can and will be held responsible for any fees related to repair or replacement of damaged items, valued above the security fee.
- e) All refuse is to be disposed of in proper receptacles. Beverages should be emptied in the sink before being put in the garbage. If the trash receptacles are full, it is the User's responsibility to dispose of it in the outside Town of Tonawanda receptacles. Both trash and recycling receptacles are available outside the main entrance.

- f) Any edible items left behind will be thrown away. Personal items found will be kept for a period of 30 days in lost and found, then removed from the property.
- g) Tables and chairs should be wiped down prior to leaving the building. Please sweep if dirt, crumbs, etc. have accumulated on the floors. Brooms and cleaning materials are available in the kitchen areas of the building.

6. General:

- a) ABSOLUTELY NO SMOKING inside the building. If you smoke outside, please use the receptacle near the main church doors for your cigarette butts, NOT the lawn or church parking lot. Any User violating these rules will no longer be allowed to use the GSLC building.
- b) In an effort to control heating costs and conserve energy, all thermostats are programmed to maintain reasonably comfortable temperatures throughout the building. If there is a temperature issue, please inform the office as soon as possible.