

Facility Use Agreement

Between: The Lutheran Church of the Good Shepherd (hereinafter referred to as Good Shepherd Lutheran Church/GSLC)

(GSLC) 106 Sawchuk Drive, St. Andrews, MB R1A 4B4, (204)482-5592, goodshep@mymts.net

And: _____

(User) *Name (if an organization, also give the name of a person representing the organization)*

Full Address

(Address continued)

Day Telephone

Evening Telephone

Email

Alternate Contact (Name, Address, Telephone, Email)

GSLC and User agree as follows:

1. That the parts of the Good Shepherd Lutheran Church (the facility) rented are *(initial all that apply)*:

_____ Sanctuary _____ Basement _____ Lounge _____ Meeting room

Facilities will be provided "as is", i.e. the way they are arranged for congregational life at the time of facility use. This may include special decorations (e.g., banners, plants) in the sanctuary or elsewhere.

2. That the facilities shall be available for the use of the User:

a. SINGLE EVENT: *(Date and start/end times of the event)*

OR b. REGULAR EVENT:

Every _____
(Day of Week/Month)

From _____ to _____
(Start time) (End time)

For the following time period *(maximum 1 year; with the option to renew upon annual review)*:

From _____ to _____
(Date) (Date)

For \$ _____ per _____, to be paid on the _____ day of each _____.
(month, quarter, etc.) (month, quarter, etc.)

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a. & b. For the following purpose:

a. & b. Number of people attending: _____

c. GLSC may use any part of the facility not used by User, and may make such use when User is in operation and without the requirement of notice.

3. That GLSC will provide the following services *(initial or fill in as applicable)*:

_____ Opening and Closing of the facility

_____ Setting up of tables and chairs in basement hall, as follows:

Other: _____

If any changes are required to these arrangements, User will contact the Church office at least one week prior to the event. If sufficient notice is not given, we cannot guarantee that the request can be accommodated.

4. That GLSC will provide opening and closing of facility. In special circumstances, GLSC may choose to provide access to the facility as follows *(initial or fill in as applicable)*:

_____ User is given a building key. *Keyholders must be the persons listed under "User" on page 1 of this Agreement. No other persons are permitted to use the keys.*

_____ User is given an alarm code. *User will disarm the alarm on entering and will arm the alarm again if User is the last party on a given day exiting the facility. User will reimburse GLSC for any alarm callouts on any day where User is the last building user on record, as per alarm system log. Only the persons listed under "User" on page 1 of this Agreement are permitted to know and use the alarm code.*

5. Nonstandard uses: User will pay GLSC the following rate: _____

As approved by the Church Council of Good Shepherd Lutheran Church: _____

(Date Approved)

6. User will pay a refundable damage deposit of _____ *(Cheques or money orders are accepted. We are unable to accept cash)*. Damage deposits, less any required expenses, shall be returned within one week of a scheduled event. Refunds shall be determined on the basis of time and effort required by the Custodian for restoration of order and cleanliness.

7. That the total facility use fee shall be

SINGLE EVENT: _____

ONGOING EVENT: _____

(refer to § 2b above for dates of payment for ongoing events)

Plus refundable damage deposit.

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8. User will monitor security during the event. For any time that User has the front door unlocked to allow people attending this event to enter or leave, it must be monitored by at least one adult individual, and no unauthorized persons admitted. User will not unlock the back or side doors.

9. That all facility use terms and conditions apply as outlined in GSLC's current Use of Church Facility Policy.

10. User will comply with all responsibilities per Schedule III of the GSLC Use of Church Facility Policy.

11. Force Majeure – In the event of a fire, natural disaster, local or national emergency or other matters outside the control of GSLC that causes a substantial delay, rescheduling or cancellation, GSLC will be released from the Facility Use Agreement. The renter hereby waives any claim for damages or compensation for such delay or failure to perform the Agreement other than the return of any monies due to the User for the rental fee and damage deposit.

12. User to initial as applicable.

a. ____ User will maintain comprehensive third party liability insurance including legal liability coverage and cross liability coverage against claims for personal injury and death and property damage suffered in or around the facility, arising directly or indirectly from the use by User, his/her employees, workers, invitees, agents and representatives and those for whom User is responsible at law, naming "The Lutheran Church of the Good Shepherd, Selkirk, Manitoba" as an additional named insured, in the amount of not less than \$2,000,000 per occurrence. GSLC is to be provided with a certificate of insurance at least 48 hours prior to the rental.

or

b. ____ User indemnifies and holds Good Shepherd Lutheran Church and its officers, employees, agents and representatives, harmless, from and against any and all costs, charges, expenses (including legal costs as between a lawyer and his own client), claims, actions and damages, whether in contract or in tort, that may arise in connection with or out of User's use of the facility.

13. User to initial the following:

____ User will ensure any and all Public Health Orders in effect at the time of the rental are followed at all times. User accepts responsibility for payment of any tickets/fines incurred for failure to follow such Public Health Orders.

Signatures:

Date: _____

GSLC:

The User:

Signature

Signature

Print Name

Print Name

INVOICE / RECEIPT

Date: _____

Payee name & address:

For: _____

Total cost: \$ _____

Deposits paid: \$ _____

Balance owing: \$ _____

GSLC representative signature: _____

GSCL Facility Use Guidelines

	Use	Fees	Insurance	Security	Kitchen	Clean-up	Notes
A	Formal Congregational Function	N/A	Covered	GSCL Staff or Volunteer	Per posted rules	Custodian	As defined by GSCL Use of Church Facility Policy.
B	Non-Routine GSCL or ELCIC Function	N/A	Covered	GSCL Staff or Volunteer	Per posted rules	Custodian	As defined by GSCL Use of Church Facility Policy.
C	Member sponsored Non-GSCL Function	Use of Church Facility Policy Sch. II	Indemnification	Per Facility Use Agreement	Per Use of Church Facility Policy Sch. III	Custodian	Facility Use Agreement required.
D	Other Non-GSCL Function	Use of Church Facility Policy Sch. II	Third party or Indemnification. To be determined	Per Facility Use Agreement	Per Use of Church Facility Policy Sch. III	Custodian	Facility Use Agreement required.
E	Wedding	Use of Church Facility Policy Sch. II	Covered	Refer to GSCL Marriage Ceremony Policy.			
F	Funeral	Use of Church Facility Policy Sch. II	Covered	Refer to GSCL Funeral Policy.			
G	Special Request	As per GSCL Council	To be determined	Motion required granting permission and specifying conditions for special request.			

Revision History:

Original: Policy Concerning Use of Church Facilities, April 2004.

Revision 1: Standardized format with revised language. Approved October 11, 2016.

Revision 2: Added wording related to Public Health Orders. Approved September 14, 2022.