**Building/Facility Use Agreement – 2021**

*This is a legal contract. Read before signing.*

It is agreed between Gethsemane Lutheran Church, Portland, OR (hereinafter referred to as GLC), and

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as USER, that GLC shall allow USER access and the use of the FACILITY as conditioned and described below, subject to all the policies and procedures of GLC, in

consideration of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

FACILITY TO BE USED:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DATE(S) of USE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TIME(S) REQUESTED:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PURPOSE of USE (Activity):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

UNAUTHORIZED DUPLICATION OF KEY(S) IS PROHIBITED.

A key deposit of \_\_\_\_ is required for multiple users.

USER to be charged for KEYS not returned at the end of the contract period. Unless it is the scheduled use time for any group, no one is to be in the building without prior authorization and approval.

BUILDING HOST: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **USER IS A: CHURCH MEMBER \_\_\_ NON-MEMBER \_\_\_**

CONTACT INFORMATION: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

* **The building host** will know the location of towels, TP, breaker boxes, mops, cleaning products, etc. Most items are either in the custodian office or the closet between restrooms in community hall.
* **Room must be returned** to the condition in which it was found. The stove and dishwasher in the main kitchen are not available for the use of renters without prior authorization.
* **If the terms of the agreement are violated,** GLC will, at the discretion of the council, end the lease agreement. *All long-term space use will be renegotiated annually.*
* **No on-site** storage is available, except in special cases to be determined by GLC.
* **Users will follow all *of Gethsemane’s health and safety guidelines found here (***<http://glcportland.org/covidinformation/> ). A copy of these guidelines will be provided upon signing this agreement.

***(*NOTE:** GLC is not responsible to provide any special equipment or personnel unless the same has been specifically agreed to by GLC and the USER. Special equipment or personnel specifically agreed upon may require additional fees.

The undersigned has been given authority to act for and be responsible for the USER making this application. USER will see that the FACILITY is not misused or abused, that there is always proper safety supervision, that the FACILITY is used in conformity with all policies and regulations of GLC, and that all other terms of the BUILDING/FACILITY USE AGREEMENT are adhered to and followed.

The undersigned understands and agrees that the BUILDING/FACIILITY USE AGREEMENT does not establish an employer-employee relationship between USER and GLC, that the event is neither a conducted event nor a sponsored event of GLC. In addition, it is understood that GLC will not exercise any physical or other control over the operation of the event other than those already spelled out in this BUILDING/FACILITY USE AGREEMENT. In addition. USER understands that GLC is not providing any supervision by this agreement. A HOST will be available for USERS questions and information at USERS expense per the fee agreement.

**NO OTHER PROMISES OR WARRANTIES**

****USER understands that no promises are made other than those contained in this agreement, that no warranties have been made that the FACILITY will be adequate for USER’s planned use, and that USER accept the FACILITY IN AN AS IS condition. **USER to initial box to the left.**

****USER has inspected the facility to be used and has independently determined that it is suitable and safe for their particular purpose. **USER to initial box to the left.**

**INSURANCES** Check where applicable

**LIABILITY INSURANCE**

USER at its sole cost and expense shall maintain during the DATES(S) OF USE of this agreement public liability insurance insuring against ALL liability of USER, GLC, and their authorized representatives arising out of and in connection with USER’S use of the FACILITY, with a single liability limit of: (Check one)

 **** $500,000 **** $1,000,000 **** $\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**PROPERTY DAMAGE INSURANCE** Applies | Does Not Apply

USER also at its sole cost and expense shall maintain during the DATES(S) OF USE of this agreement property damage limits covering the facility to be used of not less than: (Check one)

 **** $500,000 **** $1,000,000 **** $\_\_\_\_\_\_\_\_\_\_\_\_\_\_

It is the intention of both USER and GLC that both the public liability and property damage insurance shall insure performance by USER of the express indemnity provision contained below. However, the limits of such insurance shall not limit the liability of USER hereunder.

GLC shall be named as an additional named insured on the insurance policy purchased by USER, which is the subject of this agreement.

***USER agrees to provide GLC with a copy of the certificate of insurance evidencing that it has complied with the insurance requirement of this agreement.***

**EXPRESS INDEMNITY**

USER agrees to save, indemnify, and keep harmless GLC against any and all liability, claims, judgments, or demands, including demands arising from injuries or death of persons (USERS’S employees included) and damage to property, arising directly or indirectly out of obligations herein undertaken or out of the operations conducted by USER, save and except claims or litigation arising through the sole negligence or sole willful misconduct of GLC. It is the intention of the parties that the indemnity provided for by this agreement provided for indemnity to the fullest extent provided for by law. **Initial here**:\_\_\_\_\_\_\_\_\_\_\_

Signed:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_ Contact Number:\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(GLC Representative)Position:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_ Contact Number:\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(USER)Position:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**FEE SCHEDULE:**

**Long-Term Use**: Groups of 20 people of fewer: **$30 per use**

**Long-Term Use:** Groups of more than 20: **$50 per use**

**One-Time Use: $50 for the first hour and $25 for each hour thereafter,** based on one-room use. Extra space will be negotiated. (Fee use includes the building use fee, custodial fee, and host fee.)

**Weddings: $650 (non-members\*)** includes wedding coordinator resource, custodial fee, host fee, sanctuary space, and two rooms for dressing. **($500 for members\*) \***please note this does not include any gift the family or couple may wish to offer the Pastor separately (see separate wedding policy for more information).

**Members** do not pay to use the facility on a one-time basis, though there are charges when a wedding, a reception, or any other large event takes place here. Sanctuary use is always at the discretion of the pastor.