

# Facility Use Agreement Between Coastside Lutheran Church and

**[ORGANIZATION]**

Coastside Lutheran Church's primary purpose is to respond in faith to the call of the Holy Spirit through the Gospel of Jesus Christ. CLC conducts outreach to the community, and therefore has a number of relationships with organizations for use of its facilities.

This agreement is between Coastside Lutheran Church (CLC) and **[NAME/ORGANIZATION]** ("User") for the period **[START DATE]** through **[END DATE]**. Please read, sign and return this Property Use Agreement and Release Form. By signing, you agree to follow all Rules and Regulations below, and you agree to the Release and Indemnification below. A copy of the approved agreement will be returned to you.

Approval for the use of the grounds and/or facilities of CLC does not constitute or imply endorsement of a group, their mission, or their positions. User is not to advertise an event in such a way as to imply endorsement by CLC. No activities or advocacy may take place within CLC, its buildings or grounds, that conflict with the practices of CLC and the Evangelical Lutheran Church in America (ELCA).

## FEES FOR FACILITY USAGE

User agrees to pay in advance of the event the following use fees and deposits:

<i>Description</i>	<i>Amount</i>	<i>Date rcv'd</i>	<i>Date refunded</i>
Cleaning deposit	\$300		
Key deposit	\$100		
Sanctuary Use	\$100/hr		
West Wing	\$50/hr		
Kitchen Use	\$100/hr		
Total for Event			
Initial Deposit (half total) at signing			
Remaining amount due by last business day prior to the event.			

## RULES AND REGULATIONS

- 1. CHURCH PROPERTY.** CLC property will not be loaned, borrowed, or removed from church. CLC property such as chairs, and tables, etc. may be used when using the facility under the rules herein.

2. **FACILITY CARE.** The church area used by your group must be left clean and orderly with church furniture and property returned to their designated places.
3. **KEY POLICY.** If a key is issued and not returned, the key deposit will be forfeited.
4. **KITCHEN RULES.** The kitchen must be left clean and orderly after use. User may use the refrigerator: however, since there is currently limited storage space, all food must be removed after event. Garbage and trash must be bagged and disposed in the dumpster at the edge of the parking lot. All acceptable recyclable products as approved by Allied Waste are to be placed in the appropriate recycle containers located in the parking lot. CLC supplies are not to be used by User except for the following: cleaning supplies, trash bags, paper towels. Food may only be stored by permission from CLC, and if permission is granted, food will only be stored in sealed containers in designated cabinets or areas of the refrigerator. Products such as paper plates, napkins, table clothes, plastic cutlery, sugar, coffee, and CLC refrigerated food are not to be used by User. Glass plates, pans, stainless-steel silverware may be used and returned clean to its storage space. Notify CLC office if breakage or damage occurs.
5. **PIANO USE.** USER is not authorized to use or move the piano, unless specifically authorized. Permission to use the piano must be granted by the Pastor or council president. Also, *User is not to place anything on top of the piano.*
6. **SANCTUARY SOUND SYSTEM.** The Sanctuary audio-visual system is available for use upon request. No other equipment may be attached to the church sound system without prior approval.
7. **NO SMOKING and NO ALCOHOL/DRUG USE ALLOWED.** All members of all groups using our facilities shall abide at all times by a "No Smoking" rule in all parts of the building, including corridors and restrooms. No alcohol use is permitted on the premises at any time, with the exception of communion wine during worship service.
8. **BUILDING USE.** This agreement by CLC provides User use of the following rooms at the specified dates and times:
9. **NO GAMES OF CHANCE.** Gambling or bingo on the church premises is strictly prohibited.
10. **SUPERVISION OF CHILDREN AND YOUTH.** CLC seeks to provide a safe environment for children and youth. User is expected to follow the guidelines of this policy including the following:
  - a. At least two adults should be present at all times during any program

prevent involving children.

- b. Adult supervision is required at all times both inside and outside of the church building including parking lot.
  - c. Children and/or siblings of the group members must stay with the group or under the care of additional adult supervisors.
11. **FOOD AND DRINK.** Food and drink should be limited to designated areas. Due to how juice permanently damages carpet, a water-only policy is in effect for children in the sanctuary. User is responsible for cleaning up after each use, both inside and outside. If a private catering service is used for an event, the caterer must furnish all equipment (e.g., dishes, silver, tablecloths, etc.) and remove immediately after the event. Storing of catering equipment is not permitted.
12. **DECORATIONS.** Decorations may be attached to the walls or doors with removable tape that will not permanently damage the surface. All such decorations must be removed immediately and completely following the event.
13. **EMERGENCY SCHEDULING CONFLICTS.** CLC reserves the right to pre-empt any facility use for its own use in cases of urgent needs. Users will be contacted and deposits refunded as early as possible.
14. **STORAGE.** Users are not authorized to store items in the church facility unless specific permission is granted.
15. **BREAKAGE.** Users are expected to exercise reasonable care and judgment in such use in order to prevent defacement, damage or breakage. The person(s) signing the application for use shall be responsible for paying costs incurred by CLC in cleaning, repairing, etc. of any part of the building and/or its furnishings and equipment, which in the judgment of the congregation, has been carelessly or irresponsibly subjected to more than normal wear and tear by the person(s) or group(s) involved.
16. **SECURITY.** CLC works to maintain a safe and secure environment within the facility; however, no systems are foolproof. We ask that all users pay close attention to personal property and valuables, and do not leave them unattended. CLC is not responsible for theft or damage to personal property.
17. **FINAL DECISIONS.** In case of doubt or uncertainty by User regarding interpretation of these regulations, or in the customary practices not specifically mentioned here, the CLC Council or their delegated representative shall decide the matter, and User shall abide by the CLC Council's directions or forfeit the use of the facility.
18. **ADDITIONAL EXPENSES.** User agrees that should the use of facilities cause additional expenses, such as excessive trash collection costs, excessive water expense, repairs to Church facilities or equipment, or excessive wear and tear, USER agrees to pay the additional amount upon receipt of notice from

CLC of the amount due.

19. **TERMINATION.** Termination of this agreement may be made with thirty (30) days' notice by either party. CLC reserves the right to suspend or terminate this agreement immediately, in the event that COVID-19 (or other emergency) dictates.
20. **NON-PROFIT STATUS (ORGANIZATIONS).** User warrants that it has been designated a 501(c)(3) organization by the IRS.
21. **CERTIFICATE OF INSURANCE REQUIREMENT (ORGANIZATIONS).** CLC requires that User submit a Certificate of Liability Insurance (for at least \$1,000,000) or other evidence of public liability insurance, including an endorsement naming the Coastside Lutheran Church, Half Moon Bay, as an additional insured and certificate holder.
22. **COVID-19 SAFETY RESPONSIBILITY.** Federal, state, and local governments and agencies have established regulations and guidelines to reduce the spread of COVID-19. It is important for everyone to stay informed and implement current health and safety guidelines, recognizing that no one can guarantee safety against infection. By signing this agreement, USER agrees to name a "Health Safety Monitor" for USER, who will take responsibility for implementing COVID-19 safety measures at all USER events, in compliance with current guidelines set forth by the US Centers for Disease Control and Prevention (CDC; <https://www.cdc.gov/coronavirus>), the State of California (<https://covid19.ca.gov>), and the County of San Mateo (<https://www.smchealth.org/coronavirus>). At any given time, the guidelines from these sources may not be in alignment with one another. In cases where they are not aligned, USER agrees to abide by the most stringent guidelines posted. By way of example, the August 3, 2021 San Mateo County health order requires "all individuals to wear face coverings when indoors in workplaces and public settings, with limited exemptions."
23. **RELEASE AND INDEMNITY AGREEMENT**  
This Release and Indemnity Agreement is between CLC and USER for use of the property described above for worship meetings and other activities.

NOW, THEREFORE, in consideration of CLC permitting USER to use the property described herein, USER agrees as follows:

USER hereby releases, covenants not to sue, and discharges CLC, its employees, agents, and representatives, of and from all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating to use of the property. USER shall indemnify, defend and hold harmless CLC and its officers, directors, employees and other CLC representatives from and against any and all claims, losses, damages, liabilities and expenses arising directly or indirectly from its use, occupancy or activity in connection with the property. With respect to COVID-19 matters, USER understands and agrees that this release includes any claims based on the actions, omissions, or negligence of CLC, its employees, agents, and representatives, whether

a COVID-19 infection occurs before, during, or after participation in any hosted or programmed event held by USER.

**ACCEPTANCE OF RESPONSIBILITY**

I/We agree to be responsible for the conduct of those coming to or participating in the activities for which this use agreement is being made, and for any damage beyond normal wear and tear that may occur as a result of these activities. I/We will re-move all non-permanent signs posted by USER after the activity has ended. I/We further agree that the CLC church property will be used in accordance with the Rules and Regulations of CLC. I/We hereby consent to the Release and Indemnity Agreement.

**Agreed on behalf of User:**

**Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Day Phone:** \_\_\_\_\_

**Email:** \_\_\_\_\_ **Cell Phone:** \_\_\_\_\_

**Health Safety Monitor (Organizations):** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Day Phone:** \_\_\_\_\_

**Email:** \_\_\_\_\_ **Cell Phone:** \_\_\_\_\_

**Agreed on behalf of Coastside Lutheran Church:**

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**President's Name:** \_\_\_\_\_

**Checklist**

Certificate of Liability Insurance;  (check): on file-expires \_\_\_\_\_

