



Christ the Good Shepherd Lutheran Church Facility Use Agreement

Event Information

Name of organization _____

Responsible person/contact _____

Day/Dates _____

Set-up time _____

Start time _____

End time _____

Exit time _____

Agreement

All fees below are to be made payable to **Christ the Good Shepherd Lutheran Church**.

This agreement will serve as your invoice. You will not be invoiced separately.

Room/space/item		Cost

Deposit amount of _____ due on _____ paid _____

Final payment of _____ due on _____ paid _____

I agree to pay all fees and deposits in accordance with the fee schedule above and to provide CGS with a copy of my liaison contract (if applicable) at least 14 days before my event.

My signature below indicates that the church property will be used in accordance with the guidelines and requirements stated in this document.

I agree to release, protect, defend, indemnify and hold harmless CGS and its council, officers, employees, members and other representatives from and against any and all claims, liabilities, losses, damages, actions, costs and expenses, including reasonable attorney's fees and other legal costs directly or indirectly arising out of the use of CGS facilities. In the event of damage to the church properties or facilities, those using any church facility shall accept the amount of repair and replacement costs as estimated, or otherwise determined by the church council or their designee and shall pay the church for church repair and replacement costs upon demand.

Signature _____

Print name _____

Date _____

CGS authorization _____

Date _____

Agreement ends on:

- This facilities use agreement may be amended by Christ the Good Shepherd Lutheran Church (CGS) as necessary. For purposes of this agreement, any reference to facility includes any and all property of the church, including all furniture and equipment. All groups and organizations, both member and non-member, are required to abide by all church guidelines, requirements and restrictions, related to the usage of church facilities. Regularly scheduled ministry programs, groups, committees and activities of CGS shall have first priority for use of the facilities. The church reserves the right to schedule, approve, or disapprove all request for usage of church facilities. The safety and security of CGS, its members, and visitors shall be given priority in all matters relates to facilities usage.
- Activities are confined to the space and time reserved and/or assigned in this *Facilities Use Agreement*, and shall not exceed the capacity limits of requested facility areas. By requesting a specific space and paying the applicable fee, you are given sole use of that space and ability to set up in the space for the dates and time indicated. Renting a specific space does not exclude you from passing through other areas of the facility.
- The church will give groups as much notice as possible when schedule conflicts arise, and will work to accommodate the groups when possible.
- CGS reserves the right to terminate this contract at any time without cause or notice.
- All groups are required to provide certificates of insurance naming Christ the Good Shepherd as additional insured. A certificate must be turned in to the church office at least 2 weeks before the first use.
- Payment of all fees and deposits must be made in advance of your event. Any confirmation of usage will be considered tentative until deposits and payments are received. Failure to notify the church of cancellation may result in forfeiture of deposits.
- For continuing usage, this agreement must be reviewed and renewed annually.
- Permission to use church facilities, once granted, is not transferrable to any other person or organization. You must notify the church immediately of any change in the group make-up, purpose, or contact information. Failure to do so may result in termination of this agreement.
- All events are subject to having a liaison designated by the congregation. This liaison will serve as the contact person for the event organizers and the congregation.
- All persons and groups using our facilities are expected to exercise reasonable care and judgment in such use in order to prevent defacement, damage, or breakage. The person signing the *Facility Use Agreement* shall be responsible for paying costs incurred by the church in cleaning, repairing, or replacing any part of the building or its contents which, in the judgment of the congregation, has been carelessly or irresponsibly subjected to more than normal wear and tear by the person or group involved.
- All needed keys or codes will be provided to you. A loss of keys will result in a \$20 per key charge.

Safety

- The premises shall not be used or occupied for any unlawful, disreputable, or hazardous purpose. Individuals and groups using the facilities shall occupy the premises in such a manner as to not constitute a nuisance of any kind. The renter shall comply with any and all laws of the State of California and any and all ordinances of the City of San Jose and/or the county of Santa Clara.
- The possession or use of firearms on church property is strictly prohibited.
- This congregation seeks to provide a safe environment for children and youth. All users of this facility must respect the guidelines stated in our *Safe Community Policy*. This policy can be found at <https://www.cgsllc.org/important-documents.html>.
- This congregation 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, not leaving them unattended. Neither this congregation, nor its representatives, is responsible for theft, damage, or loss to personal property.
- Only groups who have paid for storage space may leave items on the premises. Neither this congregation, nor its representatives, is responsible for theft, damage, or loss to personal property, even if you have paid for storage space.

- No skateboards, scooters, bikes, shoes with skates (i.e., Heelys), etc. are allowed in the building.
- Smoking is only allowed in designated outdoor areas.
- Only service animals are permitted in the building.
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Cleaning

- All groups must clean up after themselves every time. A key to the dumpster as well as cleaning supplies are available to you. Continued failure to clean will result in termination of the rental agreement.

Food and Beverages

- If you choose to serve alcohol at your event, a liability insurance policy of at least \$1,000,000 naming Christ the Good Shepherd as additional insured shall be provided to the church at least 14 days before the event. Every precaution must be made to ensure underage people do not consume alcohol. This includes, but is not limited to: identifications must be checked for all people consuming alcohol; serving areas for alcohol are to be attended at all times and must be separated from non-alcoholic beverages.
- If a licensed caterer will be used, all contracts with the caterer, permits, and proof of insurance of the caterer must be provided to the church at least 14 days before the event.

Decorations & Materials

- Candles, flowers, helium balloons, the use of incense, burning substances, or spraying of water or aerosols are all prohibited without prior permission from the church or its representative.
- Decorations or other items shall not be attached to any furnishings or surfaces without special permission and instructions. Only removable tape is suitable for this purpose. All decorations must be removed immediately and completely following your event.
- Furniture or equipment, if moved within a room, must be restored to its original position by the user, or to the position given by your liaison. Sanctuary furnishings may not be moved, rearranged, removed, or replaced without prior permission. Pianos may not be used as a table top or any other piece of furniture.
- Thermostat settings are not to be altered by anyone other than authorized church personnel or without direct written consent by authorized church personnel.
- Use of any piano requires prior permission from CGS. CGS has contracted the services of Erik Siverson and Associates to regularly tune and maintain all pianos in the church. Any group that requires the use of any piano and wishes to have the piano tuned outside of the regular maintenance schedule must obtain permission from the church. Users will be responsible for the extra charges incurred.
- Use of the sound system or other electronic equipment must be requested in advance and is subject to approval.
- Users must keep all volume (music, talking, etc.) at a level that is respectful of our residential location. Outdoor music or other sound where it can be heard outside the building is prohibited between the hours of 9pm to 9am.

Pricing

<i>Facility Room</i>	<i>Fee</i>
Sanctuary, capacity 230	\$600
Great Hall, capacity varies on usage	\$400
Fireside Room, capacity 30-alone	\$50
Fireside Room, capacity 30-add-on	\$30
Backyard garden, capacity 75-alone	\$100
Backyard garden, capacity 75-add-on	\$70
Narthex (Lobby), capacity 50-add-on	\$50
Library, capacity 10-alone	\$30
Library, capacity 10-add-on	\$15
Kitchen	\$200
Exclusive rental of facility for one-time event	\$1000
Classroom	\$50
Storage fees (if available)	\$25
Piano tuning	\$95