

# Christ the Good Shepherd Lutheran Church      Facility Use Agreement

This facilities usage policy may be amended by Christ the Good Shepherd Lutheran Church (CGS) as necessary. For purposes of this policy, 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. 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.

- This completed *Facility Use Agreement*, and, if required, proof of insurance, and deposit must be submitted prior to confirmation of usage.
- All groups are required to provide certificates of insurance naming Christ the Good Shepherd as additional insured. A certificate should be turned in to the church office at least 2 weeks before the first use.
- For continuing usage, this agreement must be reviewed and renewed annually.
- 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.
- Permission to use church facilities, once granted, is not transferrable to any other person or organization.
- Notify the church immediately of any change in the group make-up, purpose, or contact information.
- Failure to notify the church of cancellation may result in the forfeiture of deposits.
- All groups must abide by the provided checkout procedures as stipulated in the provided document. Failure to do may result in forfeiture of security deposit.

<b>Personal Information</b>	
Name of organization	_____
Responsible person/contact	_____
Address	_____
City/State/Zip	_____
Phone/email	_____

<b>Event Information</b>																					
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Equipment needs (extra charge may apply)																					
# ___ 8 foot, rectangle tables	___ LCD projector																				
# ___ round, table (fits 8-10)	___ large screen																				
# ___ chairs	___ flip chart and markers																				
___ reception table at entrance	___ microphones																				
___ other: _____	___ sound system																				
	___ lectern																				
Describe in detail the type of event you will be bringing to our facility, including the number of participants.																					
Will tickets be sold or admission charged for your event?																					
If yes, what will be the ticket prices or admission fees?																					

## General Facility

- Regularly scheduled ministry programs, groups, committees and activities of CGS shall have first priority for use of the facilities.
- All one-time events are required to have 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 this *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.cgslc.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.

## 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 a loss of access to the facility.

## Food and Beverages

- If you choose to serve alcohol at your event, an Event Permit from the California Department of Alcoholic Beverage Control is required. Copies of the Event Permit shall be provided to the office at least 30 days prior to your event.
- If a licensed caterer will be used, all contracts with the caterer, permits, and proof of insurance of the caterer must be provided.

## Decorations

- Candles, flowers, helium balloons, the use of incense, burning substances, or spraying of water or aerosols are all prohibited without prior permission from your liaison.
- 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.

## Other

- 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.
- There can be no running or throwing objects in the facility. If a play area is needed, the fenced rear parking lot may be used with prior permission.
- 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.
- 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.
- 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 contact CGS. You will be responsible for the extra charges incurred.
- Use of the sound system or other electronic equipment shall 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.

## Release of liability/Agreement to hold harmless

Those using CGS facilities 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 their 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.

All fees below are to be made payable to **Christ the Good Shepherd Lutheran Church**.  
 Contracts with the Pastor, liaison, or musicians are separate from this agreement. All contracts shall be provided to the office 14 days prior to the start of your event.

- I will contract separately with my liaison
- I will contract separately with the Pastor
- I will contract separately with musicians

**Fee Schedule (to be completed by CGS personnel)**

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

Facility Room	Fee	Cost
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	
	Total	

Deposit amount of \_\_\_\_\_ due on \_\_\_\_\_  
 Final payment of \_\_\_\_\_ due on \_\_\_\_\_

\_\_\_\_\_ I agree to pay all fees and deposits in accordance with the fee schedule.

\_\_\_\_\_ I agree to be responsible for the conduct of those coming to or participating in the event for which this application is being made, and for any damage beyond normal wear and tear which may occur as a result of this activity. I hereby consent to the Release of liability/Agreement to hold harmless agreement in this document.

\_\_\_\_\_ In case of doubt or uncertainty by any outside person or group about the application or interpretation of these regulations, or in the customary practices not specifically mentioned here, the Congregation Council or their designated representative shall decide the matter and all individuals and groups shall abide by the Congregation Council's directions or forfeit the use of any part of the facility immediately.

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

Name of organization \_\_\_\_\_  
 Signature \_\_\_\_\_  
 Print name \_\_\_\_\_  
 Date \_\_\_\_\_

Agreement ends on:
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