

St. John's Lutheran Church of Erie

General Rental/Lease Agreement

St. John's Evangelical Lutheran Church of Erie (herein known as "church"), a Pennsylvania not-for-profit corporation, makes their facilities available to individuals, groups, or organizations (herein known as "renter") for meetings or other events (herein known as "activity"), whenever possible.

This rental/lease agreement (herein known as "agreement") is made and entered into this

_____ day of _____, 20____, by and between

church: ST. JOHN'S EVANGELICAL LUTHERAN CHURCH OF ERIE
2216 Peach Street, Erie, Pennsylvania

and

renter: _____

GENERAL GUIDELINES AND REQUIREMENTS:

1. For purposes of this agreement, any reference to facilities includes reference to any property of the church, including but not limited to furniture and equipment.
2. All requests for usage of the church facilities are subject to approval by the church.
3. Every renter is required to abide by all church policies, guidelines, requirements, and other restrictions regarding usage of the church facilities.
4. Users of the church facilities agree to use utmost care in the use of church facilities and agree to leave the facilities in good, clean condition.
5. The church reserves the right to schedule other activities and events in other parts of the church facilities.
6. Each outside renter is required to complete and deliver to the church office at least 72 hours before the beginning of the activity the signed agreement, the certificate of insurance as required by the agreement, along with the full fees and deposit (if required).

INSURANCE:

- The renter is required to furnish to the church a certificate of comprehensive general liability insurance coverage with a combined single limit of not less than \$ _____, naming the church as an additional insured.

GENERAL USER RESPONSIBILITY: ADDITIONAL REQUIREMENTS AND RESTRICTIONS

1. Those using church facilities agree to release, protect, defend, indemnify and hold harmless the church and its trustees, officers, employees, members and other representatives from and against any and all claims, liabilities, losses, damages, actions, costs and expenses (including, without limitation, reasonable attorney's fees and other legal costs) directly or indirectly arising out of their use of any church facilities. The renter fully agrees and understands that neither the church, nor its trustees, representatives, employees, and agents may be held liable in any way for an occurrence in connection with the activity which may result in injury, harm, or other damages to the undersigned or members of our organization and guests, invited or not. Rather, the renter agrees that they alone shall be responsible for any property damage, personal injury, or death that may occur during the use of the church premises and facilities. As part of the consideration for being allowed to use the church facility, building, and grounds, as well as the appliances and fixtures in the activity, the renter releases the church, its trustees, employees, agents, or representatives from any claim for damages, injury or death which may occur while participating in the activity, further agreeing to save and hold harmless

the church, its trustees, employees, agents, or representatives from any claim arising out of or participation in any form or fashion in the activity.

2. In the event of damage to the church facilities, the renter alone 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 such repair and replacement costs upon demand.
3. For children and youth in attendance at the activity, the renter must provide adequate and appropriate adult supervision for all usage.
4. **Parking** shall be limited to the 22nd Street (North) lot, with the exception of the disabled and/or elderly being allowed access to the 23rd Street (South) parking lot.
5. The transfer or passing on by the renter to use church facilities to any other persons or organizations is strictly prohibited.
6. Those using church facilities must confine themselves to the areas provided for below in this agreement and will not exceed the capacity limits of requested facility areas.
7. Users may not take, move, or relocate tables and/or chairs, and/or other items, from other rooms and/or areas of the church facilities.
8. The use of **tobacco** products or drugs is strictly prohibited on church premises.
9. The use of **alcoholic beverages** is prohibited on church premises without the explicit written permission of the church as an addendum on this agreement. If an alcohol addendum is added, an insurance rider is required and alcohol may not be sold individually or as part of any entrance fee.
10. No renter (whether or not a church member is affiliated) shall use any church facilities in any manner or for any purpose that is in conflict with or contradicts the Gospel of Jesus Christ, the mission, ministry, policies, constitution and bylaws of the church, the Evangelical Lutheran Church in America, or the laws and regulations of the land.

Additional requests, requirements, restrictions, and/or amendments to this agreement have been noted on the attached page(s), numbered _____ .

This agreement is applicable to use of the church facilities by any renter. It is by no means intended to cover every facet of use of church facilities. This agreement supersedes all prior oral or written statements regarding the specific subject matter hereof. No church representative has any authority to waive or enter into any agreement or arrangement contrary to the guidelines, requirements, or restrictions and other provisions of the standing policy or this agreement without the express written approval of the church council.

Individual/Group Renting/Leasing: _____

_____ .

Date(s) and Time(s) Rented/Leased: _____

_____ .

Premises Part(s) Rented/Leased: _____

_____ .

Activity for which Premises is to be Rented/Leased: _____

_____ .

Contracted Amount for Agreement: \$ _____ + **Deposit:** \$ _____

RENTER'S SWORN AFFIRMATION AND ACKNOWLEDGEMENT:

I/We further state the I/we are authorized to sign this agreement; that I/we understand the terms herein are contractual and not mere recital; and that I/we have signed this document of my/our own free act and volition. I/We further state and acknowledge that I/we have fully informed ourselves of the content of this agreement and release by reading it before I/we signed it.

Renter's Printed Name: _____

Renter's Signature: _____

Today's Date: _____

Agency Renter is Authorized to Sign For: _____

Contact Phone: _____ **Contact Email:** _____

Mailing Address: _____

CHURCH'S COUNTERSIGNATURE:

- No additional requests, requirements, restrictions, and/or amendments to this agreement have been made, therefore no countersignature is required.
- Additional requests, requirements, restrictions, and/or amendments to this agreement have been noted on the attached page(s), numbered _____, therefore a countersignature from an authorized representative of the church is required below.

Church's Agent - Printed Name: _____

Church's Agent – Official Position / Title: _____

Church's Agent - Signature: _____

Today's Date: _____

ADDITIONAL NOTES:

St. John's Lutheran Church of Erie
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This addendum pertains only and specifically to the rental/lease agreement made and entered into on the

_____ day of _____, 20____, by and between

church: ST. JOHN'S EVANGELICAL LUTHERAN CHURCH,
2216 Peach Street, Erie, Pennsylvania

and

renter: _____

ADDENDUM:

Additional requests, requirements, restrictions, and/or amendments to the agreement are noted below:

Renter's Signature: _____

Date: _____

Church Agent's Signature: _____

Date: _____