

Trinity Ev. Lutheran Church - Facility Use Agreement

Only valid if accompanied by a completed Invoice/Deposit Form.

Between: Trinity Evangelical Lutheran Church
(Trinity) 10014 - 81 Ave NW, Edmonton, AB, T6E 1W8, (ph) 780.433.1604

And: _____
(User) *Name (if an organization, also give the name of a person representing the organization)*

Full Address

(Address continued)

_____ *Telephone* _____ *E-Mail*

Alternate Contact (Name, Address, Telephone, Email)

Is the User an active member of Trinity Ev. Lutheran Church? ___ YES ___ NO

Is the User an organization of the Evangelical Lutheran Church in Canada? ___ YES ___ NO

Trinity and User agree as follows:

1. That the parts of the Trinity Ev. Lutheran Church (= the facility) rented are *(initial all that apply)*:

_____ Sanctuary _____ Atrium
_____ Luther Centre _____ Kitchen
_____ Dishes & Dishwasher _____ Tablecloths

Other (please specify): _____

Facilities will be provided "as is", i.e. the way they are arranged for congregational life at the time of facility use. This may including special decorations (e.g., banners, plants) in the sanctuary or elsewhere.

2. That the facilities shall be available for the use of the User:

a. SINGLE EVENT: *(precisely state all dates and times of the event;
e.g., "Thurs, March 8, 2013, 6–9pm, and Fri, March 9, 2013, 10am–1pm")*

OR b. REGULAR EVENT:

every _____
(Day of Week/Month)

from _____ (a.m. / p.m.) to _____ (a.m. / p.m.)
(Time) (Time)

for the following time period (maximum 1 year; with the option to renew upon annual review):

from _____ 20__ to _____ 20__
(Date) (Date)

for \$ _____ /month, to be paid on the _____ day of each month.

a. & b. for the following purpose:

a. & b. number of people attending:

_____ persons older than age 2 _____ persons aged 2 and under

c. Trinity may use any part of the facility not used by User, and may make such use when User is in operation and without the requirement of notice.

3. That Trinity will provide the following services *(initial or fill in as applicable)*:

_____ Opening and Closing of the facility (building)

_____ Setting up of tables and chairs in Luther Centre

Other: _____

4. That Trinity will provide Opening and Closing of facility (at the current fee). In special circumstances, Trinity may choose to provide access to the church building as follows (*initial or fill in as applicable*):

____ User is given a building key. *Agreement is only valid if it includes a completed Keyholder Form. Keyholders must be the persons listed under "User" on page 1 of this Agreement. No other persons are permitted to use the keys.*

____ User is given an alarm code. *User will disarm the alarm on entering and will arm the alarm again if User is the last party on a given day exiting the church building. User will reimburse Trinity for any alarm callouts on any day where User is the last building user on record, as per alarm system log. Only the persons listed under "User" on page 1 of this Agreement are permitted to know and use the alarm code.*

Other: _____

5. User must obtain Trinity's permission to move or rearrange the items below. At the end of the event, User will return these items to their initial location and condition.

____ Grand Piano* ____ Lectern ____ First row of pews

Other: _____

*Before moving the grand piano, User will unplug its humidifier, and will plug it back in once grand piano is returned to its original position.

6. Nonstandard uses: User will pay Trinity the following rate: _____

As approved by the Church Council of Trinity Ev. Luth. Church: _____
(Motion Number & Date)

7. That User will pay a deposit of \$150.00 at the time of facility use agreement. This deposit shall be forfeited if cancellation is less than 90 days before the event. User will also pay a refundable damage deposit of \$150.00.

8. That the total facility use fee, including deposits, shall be

SINGLE EVENT: _____

ONGOING EVENT: _____
(refer to § 2b above for dates of payment for ongoing events)

plus a refundable damage deposit of \$150.00.

9. User will monitor security during the event. For any time that User has the front door unlocked to allow people attending this event to enter or leave, it must be monitored by one or two mature individuals, and no unauthorized persons admitted. User will not unlock the back or side doors.
10. That User will comply with these rules:
 - a. No unauthorized doors (e.g., fire doors) shall be used for entrance or exit during the event.
 - b. Music must be appropriate to a Christian environment.
 - c. No alcoholic beverages shall be served on the premises except wine or beer served with meals.
 - d. There shall be no dancing on the premises except where pre-approved by Church Council.
 - e. There shall be no political activities conducted on the premises except where pre-approved by Church Council.
 - f. There shall be no smoking on the premises.
 - g. User will not engage in activities or use decorations on the premises which cause damage to the premises.
 - h. The User will not move or re-arrange any of the existing church furnishings without explicit approval as documented on the facility use agreement.
 - i. The user will ensure that the facilities are left in a tidy and orderly state: Any moved furniture will be placed in its original position, all lights will be extinguished, fans and appliances turned off, garbage and recyclables including programmes and bulletins will be collected, any accidental spills or dirt will be cleaned up, and so on.
 - j. The User agrees to pay the cost of non-standard cleaning, as well as the cost of repairing any damage to the premises, equipment or furniture, which results from the use of the premises by the User.
 - k. All facilities must be vacated by midnight.
11. That all facility use terms and conditions apply as outlined in Trinity's current facilities use policy.
12.
 - a. User will maintain comprehensive third party liability insurance including legal liability coverage and cross liability coverage against claims for personal injury and death and property damage suffered in or around the facility, arising directly or indirectly from the use by User, his/her employees, workers, invitees, agents and representatives and those for whom User is responsible at law, naming Trinity Ev. Lutheran Church as an additional named insured, in the amount of not less than \$ 2,000,000.00 per occurrence. Trinity is to be provided with a certificate of insurance before the rent period. (Third party liability insurance is also available from Trinity if needed: \$75/single event, or \$125/year.)
 - b. User indemnifies and holds Trinity Ev. Lutheran Church and its officers, employees, agents and representatives, harmless, from and against any and all costs, charges, expenses (including legal costs as between a lawyer and his own client), claims, actions and damages, whether in contract or in tort, that may arise in connection with or out of User's use of the facility.

Signatures:

Date: _____

Trinity:

The User:

Signature

Signature

Print Name

Print Name



Trinity Evangelical Lutheran Church

Evangelical Lutheran Church in Canada (ELCIC)

10014 81 Avenue
Edmonton, Alberta
T6E 1W8
Telephone: (780) 433 1604

INVOICE / RECEIPT

Date: _____

Payee name & address:

For: _____

Total cost: \$ _____

Deposits paid: \$ _____

\$ _____

Balance owing: \$ _____

Trinity representative signature: _____