

Bethlehem Lutheran Church
607 N. Maguire St., Warrensburg, Missouri 64093

BUILDING AND FACILITY USE

It is the policy of Bethlehem Lutheran Church, a member congregation of The Lutheran Church Missouri Synod, is that our church property may not be used for any ceremonies, receptions or other activities that would be inconsistent with our Christian beliefs, the Bethlehem Lutheran Church Constitution and this use agreement.

As members of the Bethlehem Lutheran Church and as stewards of the gifts God has made available to us, Bethlehem Lutheran Church shares its facilities with educational, civic, cultural, youth, community, and other non-profit, community-based organizations ("you", "your", or "Group") when those facilities are not needed for Bethlehem church ministry or programs.

This Agreement covers use of the church's facilities by such groups. An executed original of this Agreement must be submitted to the church office before an event will be scheduled. Your Group's original copy of this Agreement, signed by the church's authorized representative/agent, is your confirmation. Any change in dates or arrangements must be made in writing.

Bethlehem Lutheran Church takes care when scheduling its facilities to avoid potential conflicts with church activities. Occasionally, unforeseen events may require a change to this agreement. While Bethlehem Lutheran Church will reasonably endeavor to notify the Group of any required scheduling changes or termination of facility use by the Group, Bethlehem specifically reserves the right to terminate this agreement at any time, with or without cause or notice. Bethlehem further reserves the right to have the Group reschedule its use of Bethlehem's facilities or equipment when Bethlehem Lutheran Church needs the facilities or equipment.

Qualifying Organizations and Permitted Activities:

Bethlehem Lutheran Church is a registered non-profit religious organization. Non-profit community-based organizations, whose purpose and activities are not in conflict with the purposes of Bethlehem Lutheran Church, may use the facilities for non-commercial purposes. The sale of tickets for a performance, or sale of recordings of the performance are permitted, provided all money is collected by and checks are made payable to the sponsoring Group.

Terms and Conditions:

Depending on the size of the group and the use requested, Bethlehem Lutheran Church reserves the right to provide supervision to assist in providing care of the facility. However, you will need to provide the resources for set-up, take-down, clean up, and supervision as provided below.

1. Respect for Facilities and Church Activities. Bethlehem Lutheran Church is a Christian Church and a community of faith. We expect you, your members and/or participants, and your attendees to respect our facilities and to conduct yourselves in a manner befitting a church. Church activities and other groups may be using other parts of our facilities and we ask that you respect their needs as well.

2. Safety of Children and Youth. Bethlehem Lutheran Church has a safe children practice which requires that a minimum of two adults supervise all activities involving children and youth. Groups using our facility agree to provide adequate supervision of children and youth. By signing this

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agreement, you specifically agree that no adult will be alone with any child or children under the age of 18 at any time unless it's your child. In addition, you agree that you will provide adequate adult supervision to maintain proper decorum and keep your group within the areas provided to you. For purposes of this agreement, you agree to furnish a minimum ratio of two (2) adults per every ten (10) youth.

3. Worship Space. The Nave/Sanctuary (Worship Center) is our place of worship. We are pleased to make it available to you, but we ask you and the members of your group show particular respect for this space. This is a Holy space that is set aside for a secular purpose during your use. It is not simply another auditorium or concert hall. Shouting, running, playing, climbing on the furniture, disturbing the books and papers in the pews, and similar behavior is not appropriate in this space.

No furniture or furnishings may be moved without prior written approval as a part of this Agreement. The pulpit, altar, and lectern are not movable under any circumstances. Moving the baptismal font, musical equipment, and crosses may be done only with prior instruction from a Bethlehem Lutheran Church representative. The display of the Advent Wreath and Lenten Cross will be appropriately maintained during your use.

For concerts: 1) if you rent a piano/keyboard for your concert, it must be on a dolly with rubber wheeled casters at least 3" in diameter to facilitate movement and avoid damage to the floors; 2) Musical instrument cases, etc. must be stored in the narthex, basement, or other reserved space, not under the pews, or in the aisles.

For your safety, all local fire regulations must be observed. Specifically, you may not block or otherwise impede any hallway, entryway, room door, or emergency exit. Reserved seating areas for those in wheel chairs are provided. Chairs/wheelchairs and photographer/ videographer tripods may not be placed to block aisles. All cords and cables must be taped down to avoid tripping.

4. Facility Set-up. Except as otherwise provided, you are expected to set up the space to your needs and return it as you found it following your use.

5. Tape. Acceptable tapes for hanging items on walls or taping cords on the floors are:

A. For walls: 3M Safe Release Painters Masking Tape (blue color)

B. For carpet and floors: Pro-Gaff or similar professional grade gaffer tape

These tapes are specifically designed to protect paint and other finishes and do not leave adhesive residue on walls and floors to create a maintenance problem. Use of "Scotch" tape, regular masking tape, strapping or other packaging tape, and duct tape are specifically prohibited. No tape is to be applied to the walls of the Nave/Sanctuary; tripods may be used for displays in that area.

6. Alcohol, Tobacco, Animals, and Weapons. Except for wine for communion services, alcoholic beverages may not be served or consumed on church property without prior written approval by a trustee. Members of Bethlehem have voted to make Bethlehem a tobacco-free campus; therefore, the use of tobacco is prohibited on all church property. Only certified service animals are permitted within the Bethlehem church building. Concealed weapons are prohibited within the Bethlehem church building. Weapons required by military, law enforcement, and similar personnel may be carried within the building when appropriate for their duty assignment.

7. Parking. Parking at the bank across the street is limited to evenings and weekends at the car owner's sole risk. Never park in the ATM lane at the US Bank. No parking is permitted in front of businesses that are open. Violators may be towed.

8. Care of Furnishings. If furnishings or equipment are damaged or become inoperable during your use, you are expected to notify the church and pay for repair or replacement.

9. Take Down and Clean Up. At the end of your use, the space you occupy should be returned to the way you found it.

Worship Space:

- Remove, re-rack, and return chairs to the appropriate closet in the basement.
- Risers, music stands, props, instruments, etc are to be removed from the building unless other arrangements are provided for in this present Agreement.
- Remove papers, programs, etc. from pews and book racks
- Return any pencils to the spaces provided in the pew racks
- Straighten all Prayer Books, Hymnals, and Bibles (upright, cover facing out)
- Check thoroughly for items left behind by your members or audience

Fellowship Hall

- Reset tables and chairs as you found them and re-rack all other tables and chairs.
(See instructions on racks for proper storage.)
- Turn out all lights
- Check for any personal or group items left behind
- Pick up trash on floor
- Any trash that doesn't fit in provided receptacles is to be recycled if possible or bagged and taken to the dumpster

Classrooms

- Tables and chairs in classrooms should be reset as you found them.
- Food trash--plates, cups, cans, containers--should be bagged and removed to the dumpster/trash container east of the storage building.

10. Trash Disposal. If your capacity for trash exceeds the receptacles in your area of use, remove the excess trash to the dumpster/trash container immediately and provide a clean receptacle lined with a new bag.

11. Proof of Insurance. Any individual or group utilizing the facility under a signed agreement must maintain adequate insurance as will protect it from claims which may arise out of or result from the usage of the facility by the individual or group, or by anyone directly or indirectly connected to said individual or group, or by anyone whose acting for them may be liable. Such a policy must have a minimum coverage of one million dollars (\$1,000,000.00) per occurrence/three million dollars (\$3,000,000.00) general aggregate plus an Umbrella Liability or Excess Liability policy with an additional one million dollars (\$1,000,000.00) limit. These certificates shall contain a provision that coverage afforded under the policies will not be canceled unless at least fifteen (15) days prior WRITTEN NOTICE has been given to the church. The certificates shall name the church as an additional insured by endorsement. Certificates of Insurance acceptable to the Church shall be filed with the Church prior to utilizing the facility. Failure to obtain or maintain such insurance, or to provide proper proof thereof upon request of the Church shall not diminish, waive or otherwise reduce the obligation to maintain such insurance. This provision shall not apply to anyone utilizing

the facility for a wedding or funeral. Further, this insurance provision may only be waived by an affirmative vote of the Church Council of Bethlehem Lutheran Church.

12. Indemnification. The undersigned Responsible Party, on behalf of the Group, its officers, members, and invitees recognizes and agrees that the Bethlehem Lutheran Church or its Church Council in Warrensburg, MO, the Office of the Pastor of the Bethlehem Lutheran Church, The Missouri District, or the The Lutheran Church Missouri Synod and the Pastor, Vicar, officers, directors, church persons, employees, volunteers, and insurers of any and all of them (collectively referred to as "Releases"), shall not be liable nor responsible for any damage or loss to person or property arising out of or in any manner related to use of Bethlehem Lutheran Church facilities or equipment by the Group, or in the presence of the Group, on Bethlehem Lutheran Church premises. The undersigned further agrees on behalf of the Group, its officers, and members, to defend, indemnify, and hold harmless Releases from any and all demands, claims, causes of action, and suits of any nature for any damage or loss to persons or property, of whatever cause, and even if due to the sole or concurrent negligence or strict liability of any or all of the Releases, including payment of all costs and attorney fees incurred by Releases, arising out of or in any manner related to use of Bethlehem Lutheran Church facilities or equipment by the Group, its officers, members, or invitees; and further agrees promptly to indemnify and reimburse Bethlehem on a replacement cost basis for any loss or damage to Bethlehem Lutheran Church facilities or equipment in any manner caused by the group, its officers, members, or invitees, and to indemnify and reimburse Releases for any and all costs and attorney fees incurred by any of the Releases related in any manner to enforcement of the terms of this agreement.

13. Damage and Security Deposit. At the time of the signing the individual or group shall submit the sum of three hundred (\$300.00) as security for the fulfillment of its obligations herein. In the event the Church does not approve the agreement said sum shall be returned.

Following the usage of the facility, a walk through by a Trustee/Agent will occur to determine if any damage over and above normal wear and tear has occurred and if the facility has been properly restored per the terms of this agreement. Any cost to repair or restore the facility to its state prior to usage shall be deducted from the deposit prior to returning any money to the individual or group.

Groups that use the facility on a regular basis will make a longer-term deposit to the church. The church will provide a receipt for the funds on deposit and the deposit will be returned within one month of the end of your use, assuming no claims have been made.

14. Usage and Hold Harmless Agreement. I/We understand and agree that neither Bethlehem Lutheran Church, nor its employees, trustees, agents, or representatives 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.

As part of the consideration for being allowed to use your facility, building and grounds as well as all appliances and fixtures in the activity, we hereby assume all risk in connection with participation in the activity. I/We further release Bethlehem Lutheran Church, its employees, trustees, agents, or representatives for any damages which may occur while participating in the activity. I/We further agree to save and hold harmless Bethlehem Lutheran Church, its employees, trustees, agents, or representatives from any claim by the undersigned members of the Organization, their estates, heirs, or assigns arising out of or participation in any form or fashion in the activity. I/We also authorize Bethlehem Lutheran Church, its employees or agents to render or

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obtain such emergency medical care or treatment as may be necessary should any injury, harm, or accident occur while participating in the activity.

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 affirmation and release by reading it before I/we signed it. I/We further agree to be the Responsible Party/Parties to assure that our members and guests comply with this Agreement. This agreement constitutes the entire understanding of the parties, and may not be modified by any oral representations or understandings, but only by written agreement signed by both parties.

This agreement shall be governed by the laws of the State of Missouri and it is agreed that this agreement is made in Johnson County, Missouri and that Johnson County, Missouri is the exclusive venue for any actions pertaining to its interpretation or enforcement.

The parties acknowledge that they will not hold themselves out as an agent, partner or co-venturer of the other and that this agreement is not intended and does not create an agency, partnership, joint venture or any other type of relationship except the contract relationships established herein.

Contract with Bethlehem Lutheran Church for Building and Facility Use

Acknowledgement and Acceptance:

(I/We) the undersigned authorized representatives of

Name and Address of Requesting Organization

have read and accept the attached five-page agreement and I/we have executed this affirmation and release on the ____ day of _____, 20__

Facility/Space Requested	Dates/time of Usage
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Equipment Requested	Purpose of Usage
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Signature of Responsible Party/Authorized Representative	Printed name of Responsible Party/Authorized Representative
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Signature of Responsible Party/Authorized Representative	Printed name of Responsible Party/Authorized Representative
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Signature of Person Receiving Returned Security Deposit	Date Security Deposit Reimbursed
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Confirmation:

The signature below confirms that your request has been accepted by Bethlehem Lutheran Church and the facility/space and equipment have been reserved for your use.

Signature	Title --Office Manager	Date
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Signature	Title --Trustee	Date
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Signature	Title--Agent	Date
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Usage Fee Amount	Date Usage Fees Paid	Signature of Person Accepting Usage Fee
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Date Proof of Insurance Verified	Signature of Person Verifying Insurance
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Amount of Security Deposit	Date Security Deposit Paid	Signature of Person Accepting Security Deposit
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Date of Walk-Through Inspection	Signature of Agent Completing Walk-Through Inspection	Amount of Security Deposit to be Reimbursed
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607 N. Maguire Street, Warrensburg, Missouri

Usage and Hold Harmless Agreement

I/We the undersigned authorized representative(s) of _____ (Name of Organization) of the city of _____, state of _____ shall be using the building and grounds of Bethlehem Lutheran Church from _____ to _____, 20____, for the purpose of: _____.

Herein referred to as "the activity".

I/We understand and agree that neither **Bethlehem Lutheran Church**, nor its trustees, representatives, employees, or 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.

As part of the consideration for being allowed to use your facility, building and grounds as well as all appliances and fixtures in the activity, we hereby assume all risk in connection with participation in the activity. I/We further release **Bethlehem Lutheran Church**, its trustees, employees, agents, or representatives for any damages which may occur while participating in the activity.

I/We further agree to save and hold harmless **Bethlehem Lutheran Church**, its trustees, employees, agents, or representatives from any claim by the undersigned member of the Organization, their estates, heirs, or assigns arising out of or participation in any form or fashion in the activity. I/We also authorize **Bethlehem Lutheran Church**, its employees or agents to render or obtain such emergency medical care or treatment as may be necessary should any injury, harm, or accident occur while participating in the activity.

I/We further state that 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 affirmation and release by reading it before I/we signed it.

I/We have executed this affirmation and release on the ____ day of _____, 20____.

Signature: _____

Signature: _____

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