

**St. Paul's Evangelical Lutheran Church**  
**710 East Broadway Street**  
**Osseo, MN 55369**  
**Tel: 763-425-2238**  
**Email: [office@stpaulsosseo.org](mailto:office@stpaulsosseo.org)**

**Non-Member Rental Facility Agreement**

**This is a legally enforceable agreement, please review this document before signing.**

We ("St. Paul's Evangelical Lutheran Church") wish to eliminate any misunderstanding, in defining the specific conditions of our contractual relationship with you as a Licensee, non-member of our church, in which you are seeking to rent space during a limited timeline, and the fees that will be charged to you.

**General Conditions and amount of fees**

It is agreed between St Paul's Evangelical Lutheran Church and \_\_\_\_\_  
Name of Organization Licensee

Purpose of event \_\_\_\_\_

Individual in charge: \_\_\_\_\_  
name phone numbers

\_\_\_\_\_ address email

Beginning date(s) requested \_\_\_\_\_ (please be specific) ending date \_\_\_\_\_

Area(s) requested \_\_\_\_\_

**Custodial fee (\$100.00) \$ \_\_\_\_\_ Damage Security Deposit (\$250.00) \$ \_\_\_\_\_**

Time requested: Beginning \_\_\_\_\_ Ending \_\_\_\_\_

Equipment needed \_\_\_\_\_

Number expected: Adults \_\_\_\_\_ Children \_\_\_\_\_ Age range \_\_\_\_\_

Key pick up and Key drop off \_\_\_\_\_ **Church Rental Fee: \$ 35.00/hr**

**Non-Member Usage Fees**

All payments made by Licensee to St. Paul's Evangelical Lutheran Church shall be disburse by Bank Certified Check or Cash . Upon payment a receipt shall be issued to Licensee.

**The undersigned has been given authority to act for and be responsible for Licensee making application. He/She, the designated person, will see that the facilities are not misused or abused, that there is proper adult supervision at all times, that the facilities are used in conformity with all policies and regulations of St. Paul's Evangelical Lutheran Church, and**

**that all other terms of the use of agreements are adhered to and followed.**

**The undersigned understands and agrees that this contract does not establish and employer-employee relationship between the Licensee and St. Paul's Evangelical Lutheran Church, that the event(s) and or activities is/are neither conducted nor sponsored by St. Paul's Evangelical Lutheran Church. In addition, it is understood that St. Paul's Evangelical Lutheran Church will not exercise any physical or other control over the operation of the event other than those already spelled out in this Non-Member facility Use Agreement. In addition, Licensee understands that St. Paul's Evangelical Lutheran Church is not providing any supervision by these agreement.**

**The parties to this contract do completely agree to the following conditions:**

1. No smoking or vaping is allowed in any of the facilities or on church grounds.
2. No alcohol, beer, wine, liquor or illegal mood altering drugs- is allowed on the premises and surrounding property belonging to St. Paul's Evangelical Lutheran Church.
- 3. No one is allowed to be in any area of the Church, other than the designated spaces of said agreement. The presence of any parties outside of the designated area voids this contract, and will result in the end of the agreement, loss of deposit, as well as other potential consequences.**
4. A responsible adult leader(s) shall properly supervise the group at all times. All children must be supervised by an adult at all times.
5. **A Hold Harmless Agreement** is to be signed by the responsible authorized party ("Licensee") using the facilities. All expenses, liabilities, and damages resulting from the group's use are acknowledged to be the sole responsibility of the Licensee.
6. Reimbursement is expected from Licensee for destruction and defacing of church property.
7. General cleanup is the responsibility of the user. Events must end by \_\_\_\_\_ and cleanup should start immediately.
8. The group will adhere to the Church specific policy and instructions for the use of each facility.
9. All fees are due 10 days prior to the event to receive access to the facility.
10. All food and beverage brought into the facility, must remain in the Auditorium, Fellowship room, or Youth room.
11. No one is allowed to be in the church Sanctuary or any other areas of the church other than the designated spaces of said agreement.
12. All decorations shall be approved by the church office prior to usage of church facility.
13. The Kitchen facilities shall not be available for use by the Licensee.
14. Licensee shall immediately report any suspicion or allegation of a crime having been committed

at St. Paul's Evangelical Lutheran Church property to the Osseo Police Department and **Church Office** at [office@stpaulsosse.org](mailto:office@stpaulsosse.org) and Tel: 763-425-2238.

15. If Licensee knows that a non-member participant has pending criminal charges, or has previously been convicted of a crime, Licensee shall immediately notify the **Church Office** at: [office@stpaulsosse.org](mailto:office@stpaulsosse.org) and Tel: 763-425-2238, prior to entering into this Agreement.

**OUR BUILDING ROOM MAXIMUM OCCUPANCY IS DELINEATED AS FOLLOWS:**

<b><u>Fellowship Room</u></b>	<b><u>Maximum Number of Persons 30</u></b>
<b><u>Auditorium</u></b>	<b><u>Maximum Number of Persons 200</u></b>
<b><u>Youth Room</u></b>	<b><u>Maximum Number of Persons 30</u></b>
<b><u>Sanctuary</u></b>	<b><u>Maximum Number of persons 250</u></b>

**Licensee shall abide by the aforementioned building maximum occupancy restrictions.**

**16. NO ASSIGNMENT; AMENDMENTS.** Licensee shall neither assign nor transfer any rights or obligations under this agreement without the prior written consent of St Paul's Evangelical Lutheran Church. All amendments to this agreement shall be in writing and executed by a duly authorized representative of each party.

**17. CANCELLATION.** This agreement may be canceled by either party at any time, for any reason, upon ten (10) days written notice to the other party, unless verifiable exigent circumstances exist.

**18. NON-WAIVER.** No waiver by any party of a default or non-performance by the other party shall be deemed a waiver of any subsequent default or non-performance.

**19. SECURITY.** Licensee hereby assumes all responsibility for security throughout its use of the Church Facilities.

**20. DEFAULT.** In the event of any default by Licensee under the terms of this Agreement, St Paul's Evangelical Church may immediately terminate this Agreement and retain the damage deposit fee, in addition to any other remedies at law or in equity to which the St Paul's Evangelical Church may be entitled. The parties agree that the amount of damages in the event of a breach are uncertain, and the damage fee deposit is a reasonable estimate of such damage deposit, unless the damage exceeds the damage deposit.

**21. GOVERNING LAW AND VENUE.** This Agreement, including all exhibits, amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or breach thereof, shall be in the state or federal Court with competent jurisdiction in Hennepin County.

**22. RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT** In

consideration for permitting Participant to participate in this Event, the undersigned, for themselves, and for their respective heirs, personal representatives and assigns, agree as follows:

**23. RELEASE AND WAIVER:** The undersigned hereby **RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE** the owners in their official and their personal capacity and its member institutions, *or* any subdivision thereof, and each of them, their officers and employees, (collectively, the “Releases”), from and for any liability resulting from any personal injury, accident or illness (including death), and/or property loss, however caused, arising from, or in any way related to, Participant’s participation in the Event, except for those caused by the willful misconduct, gross negligence or intentional torts of the above parties, as applicable.

**24. INDEMNIFICATION AND HOLD HARMLESS:** The undersigned also hereby agree to **INDEMNIFY, DEFEND AND HOLD** the Releases **HARMLESS** from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities including, but not limited to, attorney’s fees, arising from, or in any way related to, Licensee’s participation in the Event, except for those arising out of the willful misconduct, gross negligence or intentional torts of the above parties, as applicable.

**25. SEVERABILITY:** Should any provision of this agreement be held to be illegal or unenforceable, the remaining part of this agreement shall remain in full force and effect.

**26. Certificate of Insurance:** Proof of insurance coverage, shall be presented to St. Paul’s Evangelical Lutheran Church prior to the execution of this contract. The undersigned understand that a certificate of insurance providing coverage of insurance that covers bodily injury, property damage, and personal injury liability in accordance with the requirements of all laws, ordinances, and regulations in accordance with Minnesota law and statutes will be provided by Licensee  naming St. Paul’s Evangelical Lutheran Church as an additional insured.

**Liability Insurance**

Licensee at its cost and expense shall maintain during the dates of use of this agreement public liability insurance insuring against all liability of Licensee, and St. Paul’s Evangelical Lutheran Church and their authorized representatives arising out of, and in connection with, Licensee’s use of the Building/Facility/Space, with a single liability limit of not less than:

Check appropriate box:

\$1,000,000.00    \$ \_\_\_\_\_

**Property Damage Insurance**

Licensee at its sole cost and expense shall maintain the dates of use of this agreement property damage limits covering the facility to be used of not less than:

**Check the appropriate line**

**\$1,000,000.00**    \$ \_\_\_\_\_

**Property Damage and General Liability Insurance**

We (Licensee) are covered for Public Liability Insurance under a General Liability and Property Damage Policy with the \_\_\_\_\_ Insurance Company. Our policy number is \_\_\_\_\_. Licensee also agrees to provide St. Paul's Evangelical Lutheran Church with an Authorization for Licensee's Insurance Company to verify the coverage.

If an employee of the Licensee is injured within the scope of his/her duties, the employee shall report the injury to their employer so that a worker's compensation claim will be initiated. If any injuries occurred at St. Paul's Evangelical Church Property, the Licensee shall notify **the Church Office, at office@stpaulsosse.org and Tel: 763-425-2238.**

Approval of the request to rent the space at St. Paul's Evangelical Lutheran Church, shall come from the following four groups:

- Pastor;
- Chairperson from the appropriate committee;
- President of the Congregation;
- Board of Elders shall provide final approval, as represented by Head Elder.

If any of the above-mentioned four groups, has a reasonable justification to reject the non-member proposed rental agreement, then the proposed agreement shall be rejected.

**27. No Other Promises or Warranties:** Licensee understands that no other promises are made otherwise than what is contained in this agreement, that no warranties have been made that the Building/Facility/Space will be adequate for Licensee's planned use, and that Licensee accepts the Building/Facility/Space in an **As Is** condition.

**28. Full, Complete, and Entire Agreement:** This Agreement is intended by the parties as the final and binding expression of their agreement and as the complete and exclusive statement of it's terms and conditions. You have thoroughly reviewed the foregoing Agreement. You have been advised to seek independent counsel, if you have any questions regarding the terms and conditions of this Agreement. This Agreement supersedes all prior negotiations, representations, and agreements between the parties, whether oral or written, relating to the subject matter of this Agreement.

Except as otherwise set forth in this Agreement, we the parties understand and agree that no inducement or promise has been made regarding our relationship except as specifically stated in this Agreement.

**IN WITNESS WHEREOF**, the parties have caused this agreement to be duly executed intending to be bound thereby.

**APPROVED:**

\_\_\_\_\_  
*Authorized Signator for Licensee*                      *Title*                      *Date*

\_\_\_\_\_  
*Approval*                      *Title, Head Elder*                      *Date*

**For Office Use:**

Total fee charged for facility: \_\_\_\_\_ 100% deposit rec'd: \_\_\_\_\_ Damage deposit \_\_\_\_\_  
Security deposit one week prior to event; amt. rec'd: \_\_\_\_\_ date rec'd \_\_\_\_\_  
date refunded \_\_\_\_\_