

St. Martin's Lutheran Church Building Use Agreement

This is an agreement between St. Martin's Lutheran Church, 2427 Church St., Cross Plains, WI 53528, owner of the property, and _____, user of the property for use of the following area(s) of the church:

_____.

The only approved use of the property under this agreement is

_____.

The period of use will be _____ hours, from _____ to _____ on the following day(s) _____.

This agreement is in force for no longer than one year and expires _____.

St. Martin's reserves the right to change the time of use and or the location of use under this agreement with fourteen days notice to the user. This agreement may also be severed by the owner with thirty days notice to user at the sole discretion of the owner and without a stated reason or cause.

In return for this use, the user agrees to:

- Contact our Office Manager Sharon Pertzborn-Jensen at om@stmartinscp.org or 798-2777 to reserve the room and coordinate access
- Request any special set up at least 48 hours before use
- Leave the facility in as good a condition as it was found
- Kitchen use not authorized without special permission
- No alcoholic beverages allowed on premises
- The user is responsible for the cost to repair any damages to the property or for the cost of extraordinary cleaning if those costs exceed the security deposit
- Close all doors and turn off all lights upon leaving
- Provide own supplies
- **Pay the following rental fee in advance** _____
- Use the premises for purposes that are in compliance with all applicable laws, ordinances and regulations and that are acceptable to the teachings of the ELCA.

Non Members are required to pay a Security Deposit of _____.

Deposit of _____ in advance to St. Martin's Lutheran Church. The Security Deposit shall be used to repair any damages to the property or for extraordinary cleaning as deemed necessary by the Church Council. Any unused Security Deposit will be returned to the user within thirty days.

Miscellaneous

1. The user shall not assign this agreement or sublet the property.
2. The user shall pay all costs, expenses and reasonable attorney’s fees needed to enforce this agreement.
3. The owner shall not be responsible for damage to or loss of personal property of user and/or guests and invitees of user.
4. User shall indemnify and save owner harmless from any liability for damages and/or losses, claims, liabilities and actions related to injury to any person and/or property occasioned by users use of the premises or the condition of the premises.
5. In the event of the provisions or any part of any provision of this agreement are deemed invalid, the same shall be severed from this agreement and shall not cause the invalidity or un-enforceability of the remainder of this agreement.
6. This lease shall be binding upon the parties, their heirs, successors and legal representatives.

Fees for Use by Non-Members/Non Church Functions

- Non-profit groups – no charge with Church Council approval
- Fellowship Hall - \$200
- Sanctuary - \$500
- Library - \$100
- Security Deposit - \$50

Members: A small church contribution is welcome and appreciated.

Contact Information

Name: _____

Home Phone: _____

Street Address: _____

Cell Phone: _____

City: _____

State: _____ *Zip:* _____

Church use only/comments on condition of facility after use:

Office Manager Signature *Date*
 Sharon Pertzborn-Jensen

Borrower Signature *Date*