

FACILITIES RENTAL AGREEMENT

This Agreement is made between _____ (hereinafter "Applicant") and WHAT IS Christ Community Lutheran School (hereinafter "CCLS") on ____/____/____ (hereinafter the "Effective Date")

WHEREAS CCLS is a private, religious organization and is not subject to any provision of Minn. Stat. 363A;

WHEREAS CCLS, in its discretion, reserves the right to deny rental of any of its facilities for any reason that it perceives as contradicting the doctrine of the Lutheran Church – Missouri Synod whether Applicant is a member of St. Paul's Lutheran Church located in Watertown, MN, a member of St. Peter's Lutheran Church located in rural Watertown, MN or not affiliated with either church;

WHEREAS Applicant desires to rent facilities owned and operated by CCLS;

NOW THEREFORE, for valuable consideration, the sufficiency of which is acknowledged, Applicant and CCLS do agree as follows:

1. The above recitals are incorporated herein into this Agreement.
2. Applicant agrees to rent the facilities owned and operated by CCLS located at 512 Co. Rd. 10, Watertown, MN on ____/____/____ and TIME _____ a.m./p.m. through _____ a.m. /p.m. according to the rates set forth in the Request for Building Use Form, attached hereto as Exhibit A.
3. Applicant agrees to and will pay CCLS a non-refundable security deposit of 20% of the total amount set forth in the document entitled Building Rental Fees, attached hereto as part of Exhibit A, on the Effective Date.
4. Applicant will pay the full amount of the fees set forth in Exhibit A within thirty (30) days prior to the date of first use of the facilities set forth in Exhibits A. In the event that the requested use date is sooner than thirty (30) days from the Effective Date, payment in full is required with the execution of the Agreement with the understanding that 20% is non-refundable.
5. The person signing this Agreement on behalf of Applicant warrants that he or she is authorized to bind Applicant to this Agreement.
6. Applicant agrees and understands that the use of CCLS's facilities is limited to those designated in the Request for Building Use Form attached hereto as Exhibit A.
7. Applicant acknowledges and agrees that neither CCLS, nor its Board of Directors, representatives, employees, associated members 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 members of Applicant and its guests, invited or not

8. As a part of the consideration for being allowed to use CCLS facilities as requested in the Request for Building Use Form attached hereto as Exhibit A, Applicant hereby assumes all risk in connection with participation in the activity. Applicant further releases CCLS, its Board of Directors, employees, associated members or agents or representatives of any damage or injury, which may occur while participating in the activity. Applicant further agrees to hold harmless CCLS, its Board of Directors, employees, associated members or agents or representatives of any claim by any member or guest of Applicant, their estates, heirs, or assigns arising out of or participation in any form or fashion in the activity.
9. APPLICANT ACKNOWLEDGES AND AGREES THAT THE LIMITATION OF LIABILITY IS A MATERIAL TERM TO THIS AGREEMENT AND THAT WITHOUT THE LIMITATION OF LIABILITY THAT CCLS WOULD NOT ENTER INTO THIS AGREEMENT.
10. Applicant authorizes CCLS, its employees, agents or anybody affiliated with CCLS to render or obtain such emergency medical care or treatment as may be deemed necessary should any injury, harm or accident occur while participating in the activity, the cost of such medical expenses Applicant agree to pay in full within thirty (30) days of receipt of any invoice from CCLS or the medical service provider. In no event shall CCLS incur any liability for rendering or obtaining emergency medical care or treatment for any individual associated with the contracted activity.
11. In the event that Applicant, its members or its guests cause any damage to the facilities owned and operated by CCLS, Applicant and the undersigned, personally, agree to pay any amount of damage within thirty (30) days of the effective date of notification of the amount of damage.
12. During the course of the rental of the facilities, if an educator at CCLS, a member of the Board of Directors of CCLS, the Pastor of St. Paul's Lutheran Church located in Watertown, MN or the Pastor of St. Peter's Lutheran Church located in rural Watertown, MN witness events that are contradictory to the doctrine of the Lutheran Church – Missouri Synod, the event can be verbally cancelled, the people must collect their individual belongs and vacate the premise. In the event of such an occurrence, Applicant and/or its members or guests agree that they have no legal recourse.
13. In the event that the conditions set forth in paragraph 12 are required, Applicant and/or the undersigned will be liable for any and all forms of damage, whether to facility or reputation, and Applicant and the undersigned, individually, will not dispute such assertions of damage.
14. Applicant warrants that Applicant has received such permission forms and/or waivers of liability from all participants in the activity.
15. The undersigned warrants that he/she is authorized to sign this agreement on behalf of Applicant and that Applicant understand the terms herein are contractual and not mere recital and that the undersigned has signed this document of his/her free action and volition. The undersigned further states and acknowledges that he/she has reads, understands and agrees to the terms set forth in this Agreement.

16. Applicant agrees to these terms and the terms of the attached Exhibit A. Applicant further agrees to abide by all directions given by CCLS, its employees or agents. The undersigned further agrees to be personally responsible for the payment of any and all fees related to this activity, not limited to usage fees and damages, in the event that Applicant defaults on its agreed upon obligations. Should the Applicant indicated on Exhibit A change, the undersigned agrees to notify CCLS immediately and understands that such change may affect the recently identified Applicant's ability to use of the facility and/or the fees associated with such use.
17. Applicant agrees to personal jurisdiction within the State of Minnesota, and specifically to the State Courts of Carver County, Minnesota.
18. This agreement constitutes the entire agreement between the parties. Any alterations or modifications to this Agreement must be in writing, and signed by both an authorized representative of Applicant and CCLS, otherwise such writing has no binding effect on the parties.

(INSERT CCLS LEGAL NAME)

(INSERT APPLICANT LEGAL NAME)

By: _____

By: _____

Printed Name: _____

Printed Name _____

Title: _____

Title: _____

Date: _____

Date: _____



REQUEST FOR CCLS BUILDING USE

Applicant Name: _____ Date: _____

Group Name: _____ Primary email _____

Primary Contact: _____ Phone: _____

Secondary Contact: _____ Phone: _____

Additional Email addresses that should receive facility notifications. PRINT CLEARLY

Affiliation/Relationship to CCLS

_____ CCLS Sponsored Event/Activity – This event is directly sponsored by CCLS.

_____ CCLS Affiliation: St. Paul's, St. Peter's Member or School Family.

Please check all that apply:

_____ CCLS Community Partnership

_____ Community Based – A non-profit organization, with no direct relationship to CCLS.

_____ Other Group – Please describe the nature of your group: _____

Date(s) Requested: (6am–11pm) unless approved by the Board of Education.

Cancelations: 48 hours in advance or group will be billed for use.

Starting Date: _____ Ending Date: _____

Starting Time: _____ Ending Time: _____

Reoccurring? _____ Yes _____ No (if so, how frequent?) _____

Note: We reserve the right to cancel reservations at any time.

APPENDIX B: BUILDING RENTAL RATES.

Event Type (check all that apply):

___ Meeting ___ Speaker ___ Music/Drama ___ Practice ___ Game ___ For Profit

Space Requested:

___ Athletic Field: CCLS Affiliate use only: \$40/hr, \$200/day

___ Gym: Community \$40/hr, \$250/day; CCLS Affil'd: \$20/hr, \$200/day

Building hours 6am-11pm. Facility rental includes use of bathrooms (no other part of building may be used)