

<b>Contact Person:</b>		<b>Business:</b>	
<b>Address:</b>		<b>City, State, Zip:</b>	
<b>Phone:</b>		<b>Email:</b>	
<b>FLC Contact:</b>		<b>Phone:</b>	

This agreement between xxx (“Guest”) and First Lutheran Church (“FLC”) is effective as of the date it is signed by church (“agreement date”).

Date	Start Time	End Time	Function	Room	Setup Needs	Total Fees
<b>Total</b>						<b>\$</b>
<b>25% non-refundable deposit due <span style="color: red;">XX/XX/XX</span></b>						<b>\$</b>
<b>Remaining balance due <span style="color: red;">XX/XX/XX</span></b>						<b>\$</b>

**Facility Use Fees (not to include weddings/funerals)**

Room	Service	FLC Member/ Non-Profit	Non-Member
Sanctuary	Rental per 3 hours	\$250	\$350
	Organ use (Director of Worship and Music approval required)	\$30 (per hour)	\$40 (per hour)
	Custodial/Coordinator fees (included on all rentals)	\$75 for first 2 hours, \$20/hr additional	\$75 for first 2 hours, \$20/hr additional
Chapel	Rental per 3 hours	\$100	\$150
	Organ use (Director of Worship and Music approval required)	\$30 (per hour)	\$40 (per hour)
	Custodial/Coordinator fees (included on all rentals)	\$75 for first 2 hours, \$20/hr additional	\$75 for first 2 hours, \$20/hr additional
Reformation Hall	Rental (groups up to 100), \$25 per each additional 50 guests	\$175	\$275
	Kitchen Use	\$75	\$95
	Custodial/Coordinator fees (included on all rentals)	\$75 for first 2 hours, \$20/hr additional	\$75 for first 2 hours, \$20/hr additional
	Sports Practice (per hour)	\$50	\$50
Fellowship Hall	Rental (groups up to 100), \$25 per each additional 50 guests	\$100	\$200
	Kitchen Use	\$75	\$95
	Custodial/Coordinator fees (included on all rentals)	\$75 for first 2 hours, \$20/hr additional	\$75 for first 2 hours, \$20/hr additional
Gathering Room	Rental (groups up to 100), \$25 per each additional 50 guests	\$100	\$200
	Kitchen Use	\$75	\$95
	Custodial/Coordinator fees (included on all rentals)	\$75 for first 2 hours, \$20/hr additional	\$75 for first 2 hours, \$20/hr additional

Classrooms	Rental per 2 hours	\$10	\$15
Friendship Room, Parish Meeting Room, Trinity Room, Luther Lounge, Pentecost Room, Choir Room	Rental per 2 hours	\$30	\$45

Additional charges may apply for additional services needed: event changes made fewer than 48 hours in advance; extraordinary cleaning required by use of glitter, confetti, or similar items; or below clean-up items not completed by Guest.

Guest clean-up checklist:

- Lights off
- Garbage picked up and placed in trash/recycling cans
- Tables and chairs cleaned and straightened
- Kitchen dishes washed and stored (if used)

FLC reserves the right to move the events taking place in Classrooms or Meeting Rooms to a similar space as needed to best accommodate the needs of all events.

If outside food or beverage is to be served, Guest must use a State of South Dakota licensed catering vendor. Any exceptions to this must be approved by the Church prior to the event. An additional liability waiver may be requested to be signed.

FLC will enforce a smoke-free environment throughout the building and grounds.

## Cancellation

If Guest cancels this Agreement, Guest will provide notice to FLC, accompanied by agreed upon facility use fee to cover costs of FLC for set up/tear down and scheduled staffing.

## Method of Payment

### Deposit

A *non-refundable* deposit of 25% of the total charge is due at the time of booking to reserve the space.

### Cash or Check

Subject to the terms and conditions of this Agreement, FLC will accept cash or check payments for all transactions. Credit card payments may be accepted with advanced approval from the Director of Operations and are subject to an additional 3% convenience fee. All fees must be paid in full at least **2 weeks** in advance of the event.

## Security

FLC does not provide security at the event or in the function space. All personal property left at the event or in the function space is at the sole risk of the owner. Guest is responsible for advising its attendees that they are responsible for safekeeping of their personal property. FLC may reasonably require Guest to retain security personnel in order to safeguard guests or property in FLC.

## Laws and Policies

Guest will comply with all applicable federal, state, and local laws (including the Americans with Disabilities Act) as well as FLC policies. Guest will be responsible for providing its disabled members with auxiliary aids in connection with any

Guest events or activities. Upon Guest's reasonable request, FLC will cooperate with Guest to provide services on behalf of Guest's disabled attendees.

Alcohol of any kind cannot be served.

### **Insurance**

Each party will maintain insurance sufficient to cover any claims or liabilities that may reasonably arise out of or relate to its obligations under this Agreement and will provide evidence of such insurance upon request.

### **Indemnification**

Each party will indemnify, defend, and hold the other harmless from any loss, liability, costs, or damages arising from actual or threatened claims resulting from its breach of this Agreement or the negligence, gross negligence, or intentional misconduct of such party or its officers, directors, employees, agents, contractors, members, or participants when acting within the scope of their employment or agency. Neither party will be liable for punitive damages.

### **Dispute Resolution**

The parties will resolve any claim or dispute arising out of or relating to this Agreement through binding arbitration before one arbitrator conducted under the rules of the American Arbitration Association or JAMS in the state and city in which FLC is located. The law of the state in which FLC is located will be the governing law. The arbitration award will be enforceable in any state or federal court. In any arbitration or litigation arising out of or relating to this Agreement or the enforcement of any arbitration award, the prevailing party will recover attorneys' fees and costs including expert witness and arbitration fees and pre- and post-judgment interest. Each party will be responsible for attorneys' fees and interest associated with the other party's efforts to collect monies owed under this Agreement.

### **Acceptance**

FLC and Guest have agreed to and have executed this Agreement by their authorized representatives as of the dates indicated below.

### **Signatures**

Approved and authorized by First Lutheran Church:

Name: *Staff Name*

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Approved and authorized by *Group Name*

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_