

# Trinity Lutheran Church

---

## BUILDING USE AGREEMENT

Member

Non-Member/For-Profit

Non-Profit

Name of Organization, if applicable: \_\_\_\_\_

Address: \_\_\_\_\_

Organizations Mission: \_\_\_\_\_

Name of Contact: \_\_\_\_\_

Office Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Expected Attendance: \_\_\_\_\_

Type of Event: \_\_\_\_\_

Date of Event: \_\_\_\_\_ Recurring Event: \_\_\_\_\_

Time of Event: From \_\_\_\_\_ to \_\_\_\_\_

Fee (if applicable): \_\_\_\_\_ Cleaning Deposit (if applicable): \_\_\_\_\_

Rooms:       Sanctuary                       Fellowship Hall                       Kitchen  
                  Small Classroom                       Preschool Room                       Entire Building  
                  Nursery                                       Youth Room

Equipment:     Tables-rectangle (\_\_\_\_/20)                       Chairs (\_\_\_\_/100)  
                  Podium     Easel  
                  TV/DVD/VCR     Screen

*I agree to release Trinity Lutheran Church, its officers and staff from any and all liability incurred in conjunction with the use of their facility. I have read and understood the attached "Building Use Agreement", and I agree to abide by its provisions. Transferring or passing of permission to use the church facility to those other than those which this agreement was made is strictly prohibited.*

Use Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Church Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## **BUILDING USE AGREEMENT**

---

The undersigned (“User”) agrees to abide by said rules as follows:

1. Trinity Lutheran Church is not responsible for damages or claims of any kind, whether to person or property, arising from an incident during occupancy of the church building and/or its property. The User agrees to indemnify and hold harmless Trinity Lutheran Church, its employees, ministers, members, council officers, council members, and the Evangelical Lutheran Church of America (hereafter referred to as ELCA) from all such damages and claims of every kind. **A liability policy must be on file for all organizations renting the building prior to the rental date.**
  2. User agrees to reimburse Trinity Lutheran Church the cost or report of replacement for any damage to any property, real or personal of the church building and/or its property, caused by any person attending the function for which the church building and/or its property was used.
  3. For Non-Member / Non-Church sponsored groups a \$50.00 cleaning deposit must be paid to reserve the use of the building. The date and time of the reservation will not be guaranteed without a deposit. The deposit, in whole or part, will be refunded within 30 days, if the building and grounds are restored to the same condition prior to the event as determined by the supervising member.
  4. User will not, without the written consent of Trinity Lutheran Church, cause or permit any fasteners or other objects to be affixed to any portion of the premises, nor any signs to be affixed either to the exterior or interior thereof, nor cause or permit any changes, alterations, repair, painting or staining of any part of the premises, equipment, or furnishings thereof, nor do or permit to be done anything which will damage or change the finish or the appearance of the church building and /or its property, its equipment or furnishings.
  5. User shall not admit to the church building and/or its property a larger number of persons that can safely and freely move about in the church building and/or its property. In addition, User shall take reasonable precautions to prevent unauthorized persons from entering and/or occupying the premises. User agrees to record the names of all persons attending its event for the purpose of identification in case of emergency.
  6. User agrees that no unlawful use shall be made of the church building and/or its property, and user agrees to comply with the rules and regulations of Trinity Lutheran Church, all ordinances of the City of Lebanon and any other governmental authority with respect to the use of the church building and/or its property. No alcohol, illegal drugs, firearms or weapons of any kinds shall be allowed in the church building or on its property except by law enforcement officers performing functions related to their duties. Smoking of any kind shall not be allowed in the church building.
  7. Trinity Lutheran Church retains the right through its representatives to enter upon and remain at the premises for any and all purposes. Trinity Lutheran Church shall have the right at all times to remove from its property an objectionable person or persons, and in such event, User hereby waives any and all claims against Trinity Lutheran Church, its employees, ministers, members, council officers, council members, and the ELCA as a result thereof.
  8. In the event of schedule conflicts Trinity Lutheran Church events will have priority. While it is the intent of Trinity Lutheran Church to provide advanced notice of schedule conflicts
-

some events by their very nature may require immediate occupancy (e.g. funerals, emergency meetings, etc.) and Trinity Lutheran Church will work with user to find an alternate meeting place. In the event that the efforts of Trinity Lutheran Church fail to obtain an alternate site, User hereby releases Trinity Lutheran Church, its employees, ministers, members, council officers, council members, and the ELCA from all damages or claims of every kind that may result from such failure.

9. Trinity Lutheran Church reserves the right to terminate this agreement at any time should it be deemed necessary by Trinity Lutheran Church, its employees, ministers, members, council officers, council members, and the ELCA. In the event of such termination User hereby releases Trinity Lutheran Church, its employees, ministers, members, council officers, council members, and the ELCA from all damages or claims of every kind that may results from such failure. In addition Trinity Lutheran Church retains the right to adjust all fees and occupancy requirements upon 30 days’ notice.
10. Users of Trinity Lutheran Church are requested to respect our neighbors’ rights to privacy, and particularly noise levels in the evening. All evening events should conclude by 10:00 p.m. on week nights (Sunday – Thursday) and 11:00 p.m. on weekends.
11. Use of the Sanctuary is discretionary. All requests to use the Sanctuary (with the exception of weddings and memorials) must be approved by the Senior Pastor and the Congregational Council after a Building Use Agreement is submitted.
12. User agrees to pay Trinity Lutheran Church a \$25.00 charge for all of user’s checks that are returned unpaid by user’s bank.

13. Usage Fees:

<b>ROOM</b>	<b>NON MEMBER OR FOR-PROFIT ORGANIZATION*</b>	<b>Member or Local Non-Profit Organization</b>
Fellowship hall (100 people)	\$50	No Charge
Single Classroom (10 people)	\$25	No Charge
Add’ l Classroom (10 people)	\$25	No Charge
Kitchen	\$50	No Charge
Sanctuary	\$250	No Charge
Entire Building	\$400	No Charge
<b>Cleaning Deposit*</b>	<b>\$50</b>	<b>No Charge</b>

\*Non-Boone County non-profit organizations fall under the Non-Member category. Fees may be addressed on a case by case basis.

**CLEANING DEPOSIT**

A cleaning deposit shall be made to the church in the amount of \$50 at the time of the reservation. It shall be returned to the User if there are no damages, extra cleaning services required, or violations of the building use responsibilities. (A copy of the building use responsibilities is attached and is to be kept by the signee.)

All other fees are to be received in the church office, no later than 12:00 noon, one week prior to the scheduled event.

Checks should be made payable to Trinity Lutheran Church and mailed to:

Trinity Lutheran Church  
2625 Elm Swamp Road  
Lebanon, Indiana 46052

## **BUILDING USE RESPONSIBILITIES**

1. Please be considerate of other groups using the building at the same time. Stay in the designated area.
2. No kicking or hitting the walls with any objects.
3. No food or drinks in the Sanctuary.
4. All groups are responsible for their own setup and breakdown of rooms. The facility must be returned to the condition in which the group found it. Return tables, chairs and equipment to original position.
5. Pick up toys and program materials.
6. Check bathrooms before leaving, especially groups with children.
7. **Do not adjust the thermostats.**
8. Turn off lights when leaving.
9. Lock all windows; close all interior doors and make sure exterior doors are locked.
10. If food has been served, trash must be removed and placed in the dumpster by the shed.
11. No tacks, nails, tape or other material that will deface church property shall be used. Only drip-less candles may be used. Decorations such as streamers shall not be attached to walls, pews, chancel rails, or ceilings in a manner that will leave permanent marks.
12. Trinity Lutheran Church is a smoke-free facility. Smoking is not allowed anywhere in the building. Use of alcoholic beverages or illegal drugs on church property is prohibited.
13. There shall be no pets allowed in the facilities, except for service animals.
14. The church office is for church business only. The phone is for emergency use only. If there is an emergency, dial 911. Notify the Pastor or Council President as soon as is practical.
15. Plan to bring and use your own kitchen towels so church towels are left clean for expected use.
16. Report any damage, malfunction, or repairs to church office ASAP
17. **Restriction** – NO profit making businesses or enterprises are allowed or permitted without prior approval of the Church Council.
18. We do not have a full time custodian, and need your help to keep our facilities in good order for all who need to use them. If you notice a problem, (toilet, no heat, no water, roof leak) **please contact Pastor Scott at (765) 343-2275.**

## **KITCHEN USE**

1. **NO grease down any drains!**
2. Do not leave any leftover food.
3. Clean off counter tops.
4. Wash and put away all utensils, pots, pans, etc...
5. Wipe up spills in the refrigerator and off the stovetop, clean oven, stove, and sinks.
6. Empty kitchen garbage cans and place in the dumpster by the shed.

### **The Church will not be available for rental during the following times:**

- Wednesday's during Lent
- Holy Days and the Saturday prior, if necessary (including, but not limited to Maunday Thursday, Good Friday, Easter, Christmas)
- Vacation Bible School week, including the weekends prior to and after VBS
- Sunday evenings from 5:00 p.m. – 8:00 p.m.