



**First Lutheran Property Use Agreement
Adopted By the Leadership Team of
First English Evangelical Lutheran Church
August 9, 2018**

The primary purpose of First English Evangelical Lutheran Church (“First Lutheran” or first-person pronouns) is to our mission and ministry of sharing the love of God. First Lutheran seeks to serve the Cincinnati metropolitan area and to partner with others in that community. First Lutheran has a number of longstanding relationships with community organizations for ongoing use of our historic building. We are happy to have _____ (“you” or “your group”) share our facilities.

Local organizations and individuals for one-time or short-term may use First Lutheran’s facility. When possible, we make our facility available for community groups such as yours. Our first priority, however, is to our ministries, programs, and members’ needs. Priority is then given to nonprofit groups that are supported by First Lutheran and finally to other nonprofit organizations. So that all of our members and outside groups can enjoy our facility, we ask that you follow this guide. Additionally, please sign and return the Property Use Agreement and Release Form. A copy of the approved form will be returned to you. We may deny you or withdraw from you the privilege of using our facility if you fail to abide by the terms of the attached Property Use Agreement. The forms we ask you to complete as part of the application process are only to be used for occasional use, such as a once-only use or for a few hours one day each week or month, or from other special arrangements.

Building use activities fall under the jurisdiction of First’s Leadership Team. Requests for building use are managed through the Pastor. No commitment for building use is finalized until the Use Agreement has been approved and executed through the Pastor’s Office.

Approval for the use of our grounds and/or facilities does not constitute or imply endorsement of any group, its mission, or its positions. Groups approved to use our facilities are not to advertise the event in such a way as to imply endorsement by First Lutheran. No activities or advocacy may take place within our facility, either the buildings or grounds, that conflict with the practices of First Lutheran and the ELCA. Promotional materials should in no way denigrate the image or reputation of First Lutheran.

Please Find the Following Included with this Property Use Agreement:

- Steps to Facility Use Scheduling
- Rules and Regulations (P. 2)
- Property Use Request Form (P. 6)
- Waiver of Liability, Release, and Indemnity Agreement (P. 8)
- Acceptance of Responsibility Form (P. 10)

STEPS TO FACILITY USE SCHEDULING

1. Obtain and complete a Property Use Agreement from the Pastor's Office or from First Lutheran's website.
2. Attach any additional information you feel might be useful in helping to determine if we can accommodate your group.
3. Return the Property Use Agreement to the Pastor's Office and you will be notified by the Pastor or Chair of the Leadership Team whether it is approved or not approved.

FEES FOR FACILITY USAGE

First Lutheran seeks to provide a place for non-profit and community groups to gather in the urban core of Cincinnati. With this in mind we seek to accommodate all groups regardless of your financial situation. While First Lutheran does not charge a set fee for the use of our facilities by non-profits, donations to cover the costs of utilities and cleaning are appreciated. The average donation for activities is \$25.00 per hour. If this cost is prohibitive for your non-profit group we can discuss other ways to make sure your event can be hosted by First Lutheran. If you are a for profit organization seeking a space for your event we ask for a suggested donation of \$600 plus \$25 per hour your organization uses the building. This includes set up and rehearsals. Checks should be made payable to First Lutheran. Donations can also be made through our website using credit cards. If you are using First Lutheran as your wedding venue please see our Wedding Facility Usage Agreement.

RULES AND REGULATIONS

1. **CHURCH PROPERTY.** Our property will not be loaned, borrowed, or removed from our facility's premises without prior permission from the Pastor's Office. Our property such as chairs, tables, tablecloths, etc may be used when using the facility under the rules herein.
2. **FACILITY CARE.** Our facility is a sacred space and is more than a century old. You shall care for the facility with those characteristics in mind. The areas of our facility used by your group must be left clean and orderly with our furniture and property returned to their designated places. Immediately after your activity ends, the Pastor or a designated representative of First Lutheran **and** a representative from your group will conduct a joint inspection of the areas of our facility used by

your group. Any damage caused by your group will be identified at that time, and a plan for remediation will be promptly established.

3. **KEYS.** Groups who will be using the facility on a recurring basis will be given a set of keys to First Lutheran. It is the responsibility of your organization to monitor and control access to the building during your occupancy, unless representatives of First

Lutheran have stated they are providing site supervision. Securing the facility when your event is over is critical and your responsibility.

4. **KITCHEN RULES.** The kitchen must be left clean and orderly after use. Garbage and trash must be bagged and placed in the utility room. The utility room is located next to the kitchen. Garbage and trash must be placed in the designated and labeled receptacles in the utility room. Our expendable supplies, meaning items such as paper bowls, cups, napkins, etc., shall not be used, except by groups or activities sponsored by First Lutheran.

5. **PIANO AND ORGAN** Permission to use the piano and organ must be granted by the Pastor or the Chair of the Leadership Team.

6. **SANCTUARY SOUND SYSTEM.** The Sanctuary sound system is available for use upon request. The system must be operated by the Pastor or a person approved by the Pastor or Leadership Team to use the system. No other equipment may be attached to the church sound system without prior approval from the Pastor or a designated representative of First Lutheran.

7. **NO TOBACCO, NO ALCOHOL, NO ILLICIT DRUG USE ALLOWED.** We prohibit the use of **all** tobacco products, electronic cigarettes, and similar products and devices in our facility. You are responsible for enforcing our policy while you use our facility. Possession, distribution, sale, or consumption of alcohol is prohibited, unless authorized by the Pastor or Chair of the Leadership Team and within the guidelines of the Ohio Liquor Commission, except that wine may be possessed, distributed, or consumed for commonly practiced religious rites. We reserve the right to expel from our facility any member of your group who the Pastor or our designated representative reasonably believes is intoxicated.

8. **BUILDING USE.** All groups agree that they will ensure that all event participants leave the building after the event. They will be responsible for turning off all lights and closing all windows. As applicable, if a key is provided, you will be responsible for locking the room/building, and verifying doors are secured. Again, immediately after your activity ends, the Pastor or a designated representative of

First Lutheran **and** a representative from your group will conduct a joint inspection of the areas of our facility used by your group.

9. **NO GAMES OF CHANCE.** Gambling, bingo, and raffles on our premises are strictly prohibited.
10. **SUPERVISION OF CHILDREN AND YOUTH.** First Lutheran seeks to provide a safe environment for children and youth. All users of the facility are expected to follow the guidelines of this policy including the following:
 - Adult supervision is required at all times both inside and outside of the church property.
 - Children and/or siblings of the group members must stay with the group.
11. **FOOD AND DRINK.** Food and drink should be limited to designated areas. Food and drink are prohibited in the Sanctuary unless permission is granted by Pastor or designated representative of First Lutheran. Anyone using the church property is responsible for cleaning up after each use, both inside and outside. If a private catering service is used for the event, the caterer must furnish all equipment (e.g. dishes, silver, table cloths, etc.) and remove immediately after the event. Storing of catering equipment is not permitted.
12. **DECORATIONS.** Decorations may be attached to the walls or doors with removable tape that will not permanently damage the surface. **Staples and nails are strictly prohibited.** All such decorations must be removed immediately and completely following the event.
13. **EMERGENCY SCHEDULING CONFLICTS.** The congregation reserves the right to pre-empt any facility use for its own in cases of emergencies, such as funerals. Notice will be provided as early as possible. Upon your request, we will refund any donation that you make to First Lutheran in anticipation of using our facility.
14. **STORAGE.** Excess storage is limited for organizations other than church groups. Consequently, all organizations using the facility will be responsible for storing accessories offsite unless prior arrangements have been made through the Pastor or the Chair of the Leadership Team.
15. **BREAKAGE.** Again, our facility is a sacred space and is more than a century old. You are expected to be mindful of those facts and to exercise the reasonable care and judgment that are appropriate in such a place. You shall prevent defacement, damage or breakage of our facility and property. By signing the application for use of our facility, you shall be responsible for paying costs incurred

by First Lutheran in cleaning, repairing, restoring, or replacing any part of the building and/or its furnishings and equipment which in the judgment of our Leadership Team has been carelessly or irresponsibly subjected to defacement, damage, or breakage by you or members of your group. Our Leadership Team will notify you of such defacement, damage, or breakage by phone, email, or traditional mail within fourteen calendar days of your use of our facility. The authorized person(s) who

sign(s) the application for your group shall be responsible for remitting payment of such costs to First Lutheran within 30 calendar days of receiving notice of defacement, damage, or breakage.

16. **SECURITY.** First Lutheran works to maintain a safe and secure environment within the facility, however no systems are foolproof. We ask that all users pay close attention to their personal property and valuables. You should not leave such items unattended. Further, you should encourage the members of your group to maintain personal control of their personal property and valuables. Unless we specifically and separately agree to accept personal property from you or your group as discussed above in paragraph 14, we shall not accept personal property from you or from members of your group. We, therefore, are not responsible for theft or damage to your personal property or the personal property of members of your group.

17. **FINAL DECISIONS.** In case of doubt or uncertainty by any outside person or group about the application or interpretation of these regulations, or in the customary practices not specifically mentioned here, First Lutheran's Leadership Team or its delegated representative shall decide the matter and all individuals and groups shall abide by the Leadership Team's directions. Failure to abide by such directions shall result in immediate forfeiture of your right to use of any part of the facility.

**First English Evangelical Lutheran Church
1208 Race Street, Cincinnati, Ohio 45202**

Your Name/Your Organization's Name:

Your Signature/Organization's Representative's Signature:

Print Your Name/Print Representative's Name and Title:

Date:

**PROPERTY USE REQUEST for
First English Evangelical Lutheran Church**

Name of Organization: _____
Responsible Person/Point of Contact: _____
Address: _____
Contact Person's Name: _____ Day Phone: _____
Fax: _____ Email: _____ Cell Phone: _____
Organization's Purpose: _____
Date(s) Requested: _____ Start Time: _____ End Time: _____ Frequency: ____
One Time Only __ Weekly __ Monthly __ Other Which day of the week:
__ Mon __ Tue __ Wed __ Thurs __ Fri __ Sat __ Sun

General Information

Describe *IN DETAIL* the type of event you will be bringing to our facility, including number of participants.

Will tickets be sold or admission charged for your event? If yes, what will be the ticket prices or the admission fee?

Yes ____ No ____

If yes, how will the net proceeds of this event be used?

Is your group a Nonprofit 501(c)(3) organization?

Yes: ____ No: ____

Nonprofit Tax ID Number: _____

Rooms Requested:

- Sanctuary
- Piano, organ, or sound system (circle)

- Community Room (Main Level)
- Fellowship Hall (Lower Level)
- Bridal Room
- Kitchen
- Gallery (Upper Level)
- Other (list:_____)

Anticipated Number of Participants: _____ Will food or drink be consumed? Yes No Special Needs or Requests:

Equipment Needs:

- Large Screen
- Round Tables: # _____
- Rectangular Tables: # _____
- Food Serving Tables: # _____ Reception Table at Entrance
- Chairs: # _____
- Projector
- Other:
- Microphone and Lectern

Certificate of Insurance Requirements

Non-church groups are required to provide certificates of insurance naming First Lutheran as additional insured. A certificate should be turned in to the church office at least a week before the first use. For continuing usage, the form should be renewed annually. This can be waived by the Pastor or Chair of the Leadership Team.

WAIVER OF LIABILITY, RELEASE, AND INDEMNITY AGREEMENT for First English Evangelical Lutheran Church

Waiver of Liability

You understand that the First Lutheran facility was constructed in the 1890s and that the congregation is among urban Cincinnati's oldest surviving congregations. You also understand that the First Lutheran property is generally maintained by a small paid staff and teams of volunteers. BY SIGNING THIS AGREEMENT, YOU ACKNOWLEDGE those facts. THOSE FACTS ARE SIGNIFICANT because they SUGGEST CERTAIN RISKS that by signing this agreement you ACKNOWLEDGE AND ASSUME THE INHERENT RISKS associated with using First Lutheran's facility, equipment, and other property. Additionally, by signing this agreement you WAIVE ANY AND ALL CLAIMS OR ACTIONS which may arise AGAINST FIRST LUTHERAN or its administrator, directors, agents, officers, members, volunteers, Pastor and/or employees as a result of injury sustained while using First Lutheran's facility. Such risks include, but are not limited to the following:

- (1) Accessibility: First Lutheran's facility was not constructed according to modern building or accessibility codes. Facility hazards include narrow, steep, and unavoidable stairs. Usage of the stair glide is at the risk of the user. First Lutheran, however, confirms that the stair glide is annually inspected.
- (2) Repairs: First Lutheran is restoring its historic facility. Restoration involves repair and maintenance activities that may be underway while you and/or your organization use(s) the facility. Consequently, there is a risk of dangerous conditions such as falling debris, falling tools, falling equipment, and slippery or sticky walking surfaces.
- (3) Location: First Lutheran's facility is part of the Over-the-Rhine neighborhood of urban Cincinnati. Specific risks posed to you and/or your organization include theft; vandalism; and harassment by people not affiliated with you, your organization, or First Lutheran.
- (4) Maintenance and First Lutheran Staff: First Lutheran's volunteers and staff attempt to maintain the building in good condition and free of the risks outlined above. Still, First Lutheran's staff may be unaware of or unable to remediate specific dangers suggested above.

Release and Indemnity Agreement

This Release and Indemnity Agreement is between _____
(organization or individual) and First English Evangelical Lutheran Church (First Lutheran) for use of the property describe above for meetings and other activities.

NOW, THEREFORE, in consideration of First Lutheran permitting you and/or your organization to use the property described herein, you and/or your organization hereby agree(s) to INDEMNIFY, HOLD HARMLESS, RELEASE, AND DISCHARGE First Lutheran and its Pastor, administrator, directors, agents, officers, members, volunteers, and/or employees from ANY AND ALL liability or claims for personal injuries. Additionally, you and/or your organization also hereby agree(s) to INDEMNIFY, HOLD HARMLESS, RELEASE, AND DISCHARGE First Lutheran and its administrator, directors, agents, officers, members, volunteers, Pastor and/or employees from ANY AND ALL demands (including attorney fees and/or litigation costs), losses, or damages arising out of your and/or your organization's use of the property. You and/or your organization agree, by signing this agreement, that First Lutheran and its administrator, directors, agents, officers, members, volunteers, and/or employees are to be relieved from liability for (1) its and/or their own negligence, (2) you and/or your organization's negligence, and (3) third parties' negligence.

Your Name/Your Organization's Name:

Your Signature/Organization's Representative's Signature:

Print Your Name/Print Representative's Name and Title:

Date:

Acceptance of Responsibility

I/We agree to be responsible for the conduct of those coming to or participating in the activity for which this application is being made, and for any damage beyond normal wear and tear which may occur as a result of this activity. I/We will remove all signs posted by my/our group after the meeting has ended. I/We further agree that the church property will be used in accordance with the Rules and Regulations of the congregation (a copy Property Use Resources including the Rules has been received) and I/We hereby consent to this Waiver of Liability, Release and Indemnity Agreement.

Your Name/Your Organization's Name:

Your Signature/Organization's Representative's Signature:

Print Your Name/Print Representative's Name and Title:

Date:

_____ **Congregation**

___ Request Approved

___ Request Denied

Donations:

Signature _____

Date _____