

RESURRECTION LUTHERAN CHURCH

Facility Use Agreement – Non-Profit Organization

This Facility Use Agreement is entered into this ____ day of _____, 20____, between Resurrection Lutheran Church (RLC), located at 1919 Independence Parkway, Plano, Texas and

(Renter.)

1. RLC agrees to allow Renter to conduct _____ (Event) on RLC premises as follows:
Description of space: _____
2. RLC will make the above described space available as follows:
Date(s) of use: _____
Hours (setup and clean up are included as part of total hours): _____
3. The Renter will sign a ***Release of Liability Agreement*** fully indemnifying the church for any injury that may occur during the use of this facility.
4. The Renter will provide ***Proof of Non-Profit Status***.
5. The Renter will provide a ***Certificate of Insurance*** naming RLC as the "Additionally Insured."
6. Either RLC or the Renter, with a thirty (30) day notice, may terminate this Facility Use Agreement.
7. Any use of the facilities by anyone other than the Renter, when the Renter has allowed entrance, will be cause for immediate cancellation of this ***Facility Use Agreement***.
8. The Renter agrees to follow the ***Facility Use Rules—Non-Profit Organization*** as attached.

FACILITIES USE FEES

(For Nonprofits and Other Community Organizations)

Cleaning Fee Deposit for events that exceed 25 attendees: Renter will provide a \$160 cleaning fee deposit in the form of a check. Your check will be returned within two weeks if area is returned in same condition as received. (See Cleaning Requirements List)

RLC Agent: An RLC Agent will be required for the duration of the event at a cost of \$25 per hour.

Through the coordination with the Rental Facility Manager, we ask that your group either:

- Donate an appropriate amount to be used by RLC or take up a free will offering of the individuals using the facility.
- If appropriate, donation of canned goods or other items that can be donated to charities that RLC supports.

Renter Signature

Date

Church Agent Signature

Date

RESURRECTION LUTHERAN CHURCH
Release of Liability Agreement- Non-Profit Organization
As of: April 11, 2019

Name of Organization (Renter): _____

Participant's Name: _____

Authorized Agent for Renter Organization

Address: _____

E-mail _____

Home Phone: () _____ Cell Phone () _____ Business Phone () _____

Intended Use of Facility: _____

Emergency Contact: _____

Address: _____

Phone () _____

FOR AND IN CONSIDERATION OF the agreement by **Resurrection Lutheran Church (RLC)**, a not-for-profit Texas corporation, to allow Renter use of and access to activity space in the church, located at 1919 Independence Pkwy, Plano, Texas, I the undersigned, do hereby agree and acknowledge as follows:

For the good and valuable consideration described above, I, on behalf of myself and as a representative for the Renter, hereby release and forever discharge RLC, its officers, agents, employees, insurers and members of its congregation from any and all claims, actions or causes of action for liability of any kind, including any personal injury which members of Renter group may receive arising from, or growing out of, directly or indirectly, by participating in any activity, whether or not such is caused by the negligence of any kind on the part of any officer, agent, employee, insurer or member of the congregation (collectively the "Releasing Parties") of RLC, including ordinary, gross, wanton, or willful negligence. This release includes, but is not limited to: (a) injuries which result in permanent disability or death, and (b) injuries caused in whole or in part by any negligence of the Releasing Parties, or any of them.

I further acknowledge that RLC does not provide insurance coverage for any Activity, that I am not relying on the existence of its insurance coverage in the event of any injury to myself or members of Renter group. I have provided RLC with a ***Certificate of Insurance*** and have named it specifically as an "Additionally Insured" party.

This release shall be governed by the laws of the State of Texas and is intended to be as broad and as inclusive as permitted by applicable law. If any portion is held invalid, the balance will continue in full legal force and effect.

I represent to the Released Parties that I am at least twenty-one (21) years of age and have read this release form. I understand and agree to all of its terms, without duress, coercion, undue influence or otherwise.

Date

Signature of Participant or Authorized Agent for
Renter Organization