



Christ the King Lutheran Church

10285 Ravenna Road, Twinsburg OH 44087

330-425-7377 office@ctktwinsburg.com

Christ the King Lutheran Church Facilities Use Agreement Form

This Facilities Use Agreement (“Agreement”) exists between CHRIST THE KING LUTHERAN CHURCH (“CTK”) and the person and organization named below (“User”). This agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

WHEREAS, the User seeks to hold an event(s) at the CHRIST THE KING LUTHERAN CHURCH building (“Facility”) at 10285 Ravenna Road, Twinsburg, Ohio, the parties agree as follows:

Primary Person Responsible (First & Last Name): _____

Organization Name: _____

Email: _____

Home Phone: _____

Cell Phone: _____

Address: _____

City & State: _____

Zip Code: _____

Rooms / Spaces Pertaining to this Agreement: _____

Date(s) of Event(s): _____

Start Time of Event(s): _____

End Time of Event(s): _____

The User, User’s invitees and User’s property must be removed from the Facility no later than 10:00pm (unless otherwise specified above).

Purpose of Event: _____

Type of Activity: _____

Expected Number of People Attending: _____

The MAXIMUM number of people attending may NOT exceed 100. The User shall ensure that at no time during the event will the occupancy exceed this limit.

CTK hereby grants temporary use of those portions of the Facility specified above for the purpose(s) described above on the date and times indicated above. The use of the Facility is limited to the restrooms, common areas (e.g., lobby, hallways, etc.) and the rooms and spaces listed above only.

The User shall pay to CTK a \$100 cleaning fee per day for the general maintenance and upkeep of the church, payable at the time of the event(s).



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The User shall also provide a deposit of \$200 upon the execution of this Agreement; said amount shall be refunded in full upon the completion of this Agreement and final inspection by a church staff member, or member of the Church Council, if any and all concerns listed below are satisfied. The user shall not be entitled to interest on the deposit.

In the event that the following terms are not met, the deposit will not be refunded. CTK may retain any or all of the deposit to cover:

Any physical damage to any part of the church building or grounds as the result of the use of the facilities by the User; and,

Costs incurred for cleaning the church building beyond normal wear and tear covered by the cleaning fee.

The User agrees to accept the Facility in its "as-is" condition "with all faults." The User agrees to leave the Facility and all property therein in the same condition as it was in when the User entered it. Furniture and other equipment in rooms and spaces used may be used during the event(s). All furniture, wall decorations, carpets and items found in the Facility will be left in the same condition and locations as they were prior to the event. Computer equipment may NOT be used.

If any repairs or replacements are required as the result of the User's activities in the Facility, the User agrees to reimburse CTK for such expense in excess of the above-mentioned deposit.

The User must arrange with a church staff member, or member of the Church Council, to gain entry into the building. Upon exiting the Facility, the User must turn off all lights, reset all thermostats, remove trash created during the event and ensure the building is locked before departure.

The User is permitted to bring in food and beverages subject to the restrictions below and with regard to the proper care and cleanliness of the Facility.

The following activities are expressly prohibited in the Facility: smoking, serving alcohol or spirits (except for religious purposes), for-profit activity, gambling, and any activity that is inconsistent with the mission, ministry or constitution of CTK.

The User shall use the Facility in a manner that shall not cause interference with the use of occupancy or quiet enjoyment of CTK or impose an additional expense upon or cause any unplanned or unscheduled maintenance by CTK as a result of such use. The User also agrees to forfeit any use of the Facility that partially or wholly conflicts with any event scheduled by CTK provided at least fourteen (14) days' notice in writing.

In the event that the User seeks to cancel this Agreement for any reason, the User shall notify CTK in writing. CTK reserves the right to cancel this Agreement in writing for any reason without notice.



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The User shall not assign any interest in this Agreement or otherwise transfer or sublicense the Facility or any part thereof or permit the use of the Facility to any other party.

The User shall indemnify, defend and hold harmless CTK, its officers, agents and employees from and against any and all loss, costs (including attorneys' fees), damage, expense and liability (including statutory liability and liability under workers' compensation laws) in connection with claims, judgments, damages, penalties, fines, liabilities, losses, suits, administrative proceedings, arising out of any act, omission, or neglect by the User, its agents, employees, contractors, User's invitees, representatives in, on or about the Facility.

The User is responsible for acquiring all necessary permits, licenses and a certificate of general liability insurance for \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate. The User agrees to provide CTK a copy of the Certificate of Insurance showing that it has comprehensive general liability upon execution of this Agreement. CTK will also be named as an additional insured under the User's comprehensive general liability coverage policy for the duration of the event.

This indemnity shall survive the termination of this Agreement. The User hereby releases CTK from any and all liability or responsibility to the User or anyone claiming through or under the User by way of subrogation or otherwise for any loss or damage to equipment or property of the User covered by any insurance then in force.

CTK may terminate this Agreement without notice upon any one or more of the following events:

- Failure of the User to pay the required deposit or any other charges due hereunder when the same is due; or,
- The User fails to abide by the conditions set forth herein.
- The scheduling of a funeral service at CTK

In any of the aforesaid events, and in addition to any and all rights and remedies available to CTK by law or in equity, CTK may with or without further notice forthwith terminate this Agreement and expel and remove the User, or any other person or persons in occupancy from the Facility, together with their property, using such force as may be necessary in the judgment of CTK or its agents in so doing, without evidence of notice or resort to legal process or becoming liable for any loss of damage which may be occasioned thereby, and repossess and enjoy said Facility, and in addition to any other remedy it may have, CTK may recover from the User all damages it may incur by reason of such breach by the User.

This agreement constitutes the entire agreement between the parties. No modification or amendment of this agreement shall be effective unless in writing and signed by both parties. This agreement replaces any and all prior agreements between the parties.



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If any portion of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

Executed this _____ (date) day of _____ (month), 20_____ (year).

CHRIST THE KING LUTHERAN CHURCH REPRESENTATIVE

By: _____

USER

By: _____