

DATE: \_\_\_\_\_

**St. John Lutheran Church**

**BUILDING /FACILITY USE APPLICATION**

**Page 1 of 3**

**This is a legal document. Read before signing.**

General Terms and Conditions.

It is Agreed between St. John Lutheran Church hereinafter referred to as PROPERTY OWNER and \_\_\_\_\_ hereinafter referred to as APPLICANT that the PROPERTY OWNER shall allow the APPLICANT access and the use of the FACILITY as conditioned and described below, subject to all the Policies and Procedures of the Property Owner.

ORGANIZATION REQUESTING USE: \_\_\_\_\_

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_

Zip Code: \_\_\_\_\_ Phone Number (Best Contact Number): \_\_\_\_\_

APPLICANT Contact Person: \_\_\_\_\_

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

CHURCH FACILITY TO BE USED:

Fellowship Hall (Gymnasium): \_\_\_\_\_ Kitchen: \_\_\_\_\_ Lounge: \_\_\_\_\_ Sanctuary: \_\_\_\_\_  
Parking Lot: \_\_\_\_\_ Class Room(s): \_\_\_\_\_

Approximate number of Attendees:

Adults: \_\_\_\_\_ Children: \_\_\_\_\_ **Note: Minor Children Must Have an Adult Present at All Times. More Than Ten Minor Children Will Require a Minimum of Two Adults.**

**Persons under the age of Eighteen (18) will be considered MINORS.**

**NOTE:** If the Sanctuary is going to be used for a Wedding Ceremony please indicate when the rehearsal is planned to take place. Rehearsal time will need to be blocked-out. Also, specify if St. John's Pastor will be presiding over the Ceremony so we can schedule appropriately.

DATE(S) OF USE: \_\_\_\_\_

TIME(S) NEEDED: \_\_\_\_\_

PURPOSE OF USE (Type of Activity): \_\_\_\_\_

SPECIAL EQUIPMENT NEEDS: \_\_\_\_\_

SPECIAL PERSONNEL NEEDED: \_\_\_\_\_

**NOTE: ST. JOHN LUTHERAN CHURCH IS A TOBACCO, DRUG AND ALCOHOL-FREE FACILITY**

**SIGNEE TO INITIAL:** \_\_\_\_\_

St. John Lutheran Church

**BUILDING /FACILITY USE APPLICATION**

Page 2 of 3

The APPLICANT has been given authority to act for and be responsible for the APPLICANT making this application. APPLICANT will see that the FACILITY is not misused or abused. **That there is proper adult supervision at all times. If children under the age of Eighteen (18) are present there MUST be an ADULT present. More than ten (10) children will require two (2) adults be present overseeing the event.** That the FACILITY is used in conformity with all policies and regulations of the PROPERTY OWNER, and that all other terms of this BUILDING/FACILITY USE APPLICATION are adhered to.

The APPLICANT understands and agrees that this BUILDING/FACILITY USE APPLICATION does not establish an employer-employee relationship between APPLICANT and PROPERTY OWNER, that the event is neither a conducted event nor a sponsored event of the PROPERTY OWNER. In addition, it is understood that PROPERTY OWNER will not exercise any physical or other control over the operation of the event other than those already described in this BUILDING/FACILITY USE APPLICATION. In addition, the APPLICANT understands the PROPERTY OWNER is not providing any supervision by this agreement.

**No Other Promises or Warranties**

Initial \_\_\_\_\_ APPLICANT understands that no promises are made otherwise than what is contained in this Agreement, that no Warranties have been made that the Facility will be adequate for APPLICANT'S planned use. And that APPLICANT accepts the FACILITY in an as is condition. APPLICANT to initial box to the left

Initial \_\_\_\_\_ APPLICANT has inspected the facility to be used and has independently determined that it is suitable and safe for their particular purpose. APPLICANT to initial box to the left

**Liability Insurance** (Check Where Applicable)

APPLICANT at his sole cost and expense shall maintain during the DATE(S) OF USE of this Agreement, public insurance, insuring against ALL Liability of APPLICANT, PROPERTY OWNER, and their authorized representatives arising out of and in connection with APPLICANT'S use of the FACILITY, with a single liability limit of:

(Check Where Applicable)

\_\_\_\_\_ \$500,000      \_\_\_\_\_ \$1,000,000      Other: \_\_\_\_\_

**Property Damage Insurance** (Check Where Applicable)

APPLICANT at his sole cost and expense shall maintain during the DATE(S) OF USE of this Agreement, Property Damage Limits covering the FACILITY to be used of not less than:

(Check Where Applicable)

\_\_\_\_\_ \$500,000      \_\_\_\_\_ \$1,000,000      Other: \_\_\_\_\_

**NOTE: ST. JOHN LUTHERAN CHURCH IS A TOBACCO, DRUG AND ALCOHOL-FREE FACILITY**

**SIGNEE TO INITIAL:** \_\_\_\_\_

NOTE: Liability Insurance Requirement may be waived at the sole discretion of the PROPERTY OWNER. Waived: \_\_\_\_\_ If Waived Initial Here: \_\_\_\_\_

It is the intention of both APPLICANT and PROPERTY OWNER that both the public liability and property damage insurance shall insure performance by APPLICANT of the express indemnity provision contained below. However, the limits of such insurance shall not limit the liability of the APPLICANT hereunder.

PROPERTY OWNER shall be named as an additional named insured on the insurance policy purchased by the APPLICANT, which is the subject of this APPLICATION.

APPLICANT agrees to provide PROPERTY OWNER with a copy of the certificate of insurance evidencing that it has complied with the insurance requirement of this APPLICATION.

**EXPRESS INDEMNITY**

**Indemnity Provision**

APPLICANT agrees to save, indemnify, and keep harmless PROPERTY OWNER against any and all liability, claims, judgments, or demands, including demands arising from injuries or death of persons (APPLICANT'S employees included) and damage to property in which PROPERTY OWNER shall be named a defendant and which involves claims arising directly or indirectly from, as a result of, or in connection with APPLICANT'S use of the premises. It is the intention of the parties that the indemnity provided by this agreement provides for indemnity to the PROPERTY OWNER for the PROPERTY OWNER's own acts of passive negligence that solely or contributorily cause liability to the PROPERTY OWNER, but APPLICANT is not indemnifying the PROPERTY OWNER for the PROPERTY OWNER's own acts of active negligence that solely or contributorily cause liability to the PROPERTYOWNER.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
PROPERTY OWNER

Signed : \_\_\_\_\_ Date: \_\_\_\_\_  
APPLICANT

Building/Facilities Use Application Procedure SJLC0002; Rev 003  
Date: 05/10/23  
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**SIGNEE TO INITIAL: \_\_\_\_\_**