

ST. PAUL'S EVANGELICAL LUTHERAN CHURCH

COMMUNITY SPACE RENTAL & USE AGREEMENT

WEDDING CEREMONY / RECEPTION:

Welcome to St. Paul's Lutheran Church in downtown Toledo! We are a welcoming congregation and bless all unions. We are honored that you have chosen St. Paul's as your venue and look forward to making your day unforgettable!

Bride: _____ Groom: _____ Email: _____

Address: _____ City: _____ State: _____ Zip: _____

Home Phone: _____ Mobile Phone: _____

Ceremony Date: _____ Arrival: _____ AM/PM Ceremony: _____ PM Departure: _____ PM Guest Count: _____

Rehearsal Date: _____ Arrival Time: _____ Rehearsal: _____ - _____ PM Guest Count: _____

Rehearsal Dinner Venue: _____ Arrival Time: _____ PM Dinner: _____ - _____ PM Guest Count: _____

Reception Venue: _____ Arrival Time: _____ PM Reception: _____ - _____ PM Guest Count: _____

Will alcohol be served? Y / N

ST. PAULS STAFF REQUESTED: (Circle all that apply) ***Waiving staff services will not reduce rental cost.***

St. Paul's Organist _____ Soundboard Operator _____ St. Paul's Pastor _____

RENTAL SPACE(S): (Circle all that apply) ***Parlor & Library are provided for bridal parties to dress.***

Sanctuary _____ Social Room _____ Parlor _____ Library _____ HeART Gallery _____ Maker's Space _____

ALL OTHER RENTALS: (Circle rental space(s) above)

Renter Contact Name: _____

Organization: _____

Is your organization a 501(c)(3) entity? Y / N If yes, Tax ID#: _____

Address: _____ City: _____ State: _____ Zip: _____

Mobile Phone: _____ Email Address: _____

Event Type: _____ Event Date: _____ Guest Count: _____

Arrival Time: _____ Event Start Time: _____ Event End Time: _____ Will alcohol be served? Y / N

<u>PAYMENT:</u>	Amount Due	Date Due	Payment Method	Date Received
A. Booking Fee	\$ _____	____ / ____ / ____	PayPal / Cash / Check	____ / ____ / ____
B. Remaining Balance	\$ _____	____ / ____ / ____	PayPal / Cash / Check	____ / ____ / ____

***The non-refundable booking fee is due upon signing this agreement to secure the desired date(s) and rental space(s). The remaining balances and proof of event insurance are to be submitted to the church office at least 30 days prior to the event date.**

PLEASE NOTE: Nothing can be stored in the facility. If the rental exceeds what is written on this agreement, the renter will be charged additionally based on this report.

PAYMENT INFORMATION

We accept cash, check and credit payments. However, we require credit card information for all rentals. **Any unpaid balance or damages will be charged to the card provided at the conclusion of your term.**

***There will be a 3.99% processing fee added to the rental balance if credit payment is required.**

Name on card: _____ Card Type: VISA MC AMEX DISCOVER

Card Number: _____ Expiration Date: _____

3-Digit Security Code: _____ Billing Zip Code: _____

SELECT ONE:

- ☐ I will pay the balance due by cash. (credit card number must still be provided).
- ☐ I will pay the balance due by check or money order (credit card number must still be provided).
- ☐ I will pay the balance via PayPal (credit card number must still be provided).

By signing below, Renter acknowledges that he/she has read and understands St. Paul's Evangelical Lutheran Church Rental Terms and Conditions attached hereto and that he/she agrees to the same without reservation.

Executed this _____ day of _____, 20_____.

Renter Print Name

Renter Print Name

Renter Signature

Renter Signature

OFFICE USE ONLY

PAYMENT:

Date Deposit Received: _____

Check or Money Order# _____

Date Remaining Balance Received: _____

Check or Money Order# _____

CHECKLIST:

Rental & Use Agreement completed & initialed by renter

Proof of Liability Insurance for \$1,000,000 with St. Paul's listed as beneficiary received

Event posted to calendar

Insurance & remaining balance reminder added to calendar

STAFF COVERING EVENT:

Cleanup: _____

Concierge: _____

Setup: _____

Pastor: _____

Organist: _____

Soundboard Operator: _____

Cleanup: _____

Concierge: _____

Approved by (St. Paul's Staff)

Date

RENTAL TERMS AND CONDITIONS

GENERAL TERMS AND RENTER'S RESPONSIBILITIES

- a. Renter agrees to use St. Paul's Evangelical Lutheran Church (hereinafter, the "Facility") solely for the event described above. Renter also agrees to be present at the event and assume responsibility for the conduct of all guests and service providers. Renter agrees that children and adolescents will be supervised at all times.
- b. Renter may not use any technical equipment, including computers, soundboard, etc. unless advance arrangements are made for a St. Paul's Approved Person to operate such equipment.
- c. Renter agrees to ensure that the guests do not make excessive noise or otherwise disturb the residents of the neighborhood. Renter also agrees to control noise levels and play any music at a moderate volume only. No noise that can be heard outside the facility is allowed after 11:00 pm.
- d. Renter is aware that the facility is a non-smoking facility and agrees to ensure that guests do not smoke on the Facility's property, indoors or outdoors.
- e. Soliciting is not permitted in or near the Facility.
- f. ANY ALCOHOL USE OR SALE ON THE PREMISES REQUIRES WRITTEN PERMISSION FROM ST. PAUL'S. **Alcohol shall not be sold on the premises without a valid permit from the Ohio Department of Liquor Control.** Alcohol shall not be served to anyone under the age of 21 under any circumstances. Renter will ensure that no alcoholic beverages are sold or served except under these conditions and then only if a copy of any required permit has been delivered to the Facility 30 days prior to the event.
- g. Renter shall be responsible for the procurement and expenses of all licenses and permits required for use of the event space(s), including a police detail if required under local ordinances.
- h. Payment for repairs of any damage caused by Renter's use of the facility or its equipment, furniture, fixtures or other appliances, as determined by Facility in its sole discretion, will be the sole responsibility of Renter and will be charged to the credit card listed above if not promptly paid. No debris may be left behind, including but not limited to flowers or flower petals, rice, balloons, printed material, paper banners, signs, streamers, or decorations of any kind. Renter is prohibited from attaching anything to the walls, pews, pulpit or any other surface with glue, tape, tacs, nails or any other device. Small signs that do not obstruct motorist or pedestrian sight lines may be put in the ground to direct invited guests to Facility. All signs must be removed at the conclusion of rental.
- i. Any changes in the date or time of the event must be approved by the Facility in writing 30 days prior to the event date.
- j. This agreement may be revoked at any time for violation of these terms and conditions. The Facility has the right to restrict or revoke requests for further room use in its sole discretion.
- k. All functions must be concluded by 1:00 am.
- l. Renter is responsible for ensuring all guests, visitors, or participants attending the event abide by all printed and posted rules of this property, including maximum occupancy restrictions set by the Fire Marshal.
- m. No animals are permitted on premises except service animals registered pursuant to the Americans with Disabilities Act ("ADA").
- n. Renters may select their own caterer or bring in prepared food. Use of St. Paul's kitchen for food preparation is not permitted. This includes any products associated with communion if renter desires to hold communion. **Food and drinks are permitted only within the designated rental space.**
- o. Renter shall ensure that all agents, employees, guests, invitees, etc of Renter remain in the area of Facility requested for use. **If Renter's agents, employees, guests, invitees, etc, are found outside the applicable area, Renter will be charged for the cost to rent the additional space where such individuals are found.** If Renter's agents, employees, guests, invitees, etc are found in non-public areas of the Facility, the event will be

terminated immediately and the Renter will be required to vacate the Facility. Under such circumstances, no refund will be issued to Renter.

RENTER INITIALS: _____

BOOKING FEE & REMAINING BALANCE

- a. **The Booking Fee is non refundable** and will be applied to the total balance due to St. Paul's for all rentals.
- b. **The remaining balance due, proof of insurance and necessary licenses are due 30 days prior to the event.** If these items are not remitted within the timeline outlined, the booking fee, rental space and date will be forfeited.
- c. By signing this agreement, the Renter agrees to pay the balance by cash, check or money order payable to ST. PAUL'S EVANGELICAL LUTHERAN CHURCH in accordance with the schedule of payments stated above.

RENTER INITIALS: _____

CANCELLATION POLICY

- d. The Facility will provide refunds only under the following circumstances:
 - i. If Renter cancels the event at least 5 business days prior to the date of the first session of the event, a full refund with exception of the booking fee (non-members) will be given.
 - ii. If Renter cancels a particular session of the event at least 2 business days prior to the date of that session, a "makeup" date will be offered. No refunds will be provided for such canceled "make-up" sessions.
 - iii. From time to time the Facility must ask that a session be canceled in order to accommodate an extraordinary use (for example, funerals, public meetings, etc). If the Facility asks that a session be canceled, the Renter may opt to receive a refund of the rent for that session or a "makeup" date.
 - iv. All "makeup" dates are scheduled at the sole discretion of the Facility, in order to ensure equitable access for all users.
- e. No refunds or "makeup" dates of any kind will be given if cancellation is made on or after the time periods specified above.

RENTER INITIALS: _____

DISCLAIMER, WAIVER, AND INDEMNIFICATION

- f. **Renter will provide proof of financial responsibility (event insurance) in an amount no less than one million dollars for the date(s) of building use and specifically naming St. Paul's Evangelical Lutheran Church as an "additional insured".** In the event that Renter will be serving alcohol on the premises, Renter will provide proof of additional liquor coverage. Failure of Renter to provide the necessary proof of financial responsibility under this provision will render this agreement null and void, and no booking fees will be refunded to Renter.
- g. The Facility hereby disclaims liability for any loss, injury, death, or damage ("Loss) to persons or property which at any time may be suffered or sustained by the Renter or any of his or her agents, employees, visitors, guests, invitees, and contractors (collectively, "Indemnitor") relating to the use or occupancy of the Facility, whether such Loss is caused by or in any way results from or arises out of any act, omission, or negligence of Indemnitor or any of the occupant, subtenant, or visitor of or to any portion of the Facility, and Indemnitor hereby waives all claims against the Facility for any such loss.

- h. To the extent permitted by the law, Indemnitor shall indemnify defend and hold harmless the Facility and its officers, directors, beneficiaries, partners, agents, volunteers and employees from and against all fines, suits, damages, losses, and negligence of Indemnitor arising out of, or in any way relating to Indemnitor's use of the Facility. This indemnification shall apply both to claims of third parties and to claims of the Indemnitor.

RENTER INITIALS: _____

I AM AN AUTHORIZED AGENT OF THE ORGANIZATION AND/OR PARTY SUBMITTING THIS RENTAL AGREEMENT. THE INFORMATION PROVIDED IN THIS AGREEMENT IS TRUE AND CORRECT. I HAVE READ AND UNDERSTAND THE RENTAL TERMS AND CONDITIONS AND AGREE TO ALL OF THE AFOREMENTIONED RULES, REGULATIONS, AND CONDITIONS OF USE.

Print Name

Signature

Date

ONCE COMPLETED, HAND DELIVER, FAX, EMAIL OR MAIL TO:

ST. PAUL'S EVANGELICAL LUTHERAN CHURCH

428 N. ERIE STREET

TOLEDO, OH 43604

office@stpaulstoledo.org

FAX: 419-243-2416

In the case of an emergency during a rental, please contact one of the following people for assistance:

Pastor Peter Bowmer - 567-225-6432

Wayne Ludwig, Executive Team Member - 419-509-5387