



## Oak Knoll Lutheran Church

600 Hopkins Crossroad • Minnetonka, MN 55305-1486 • Phone: 952.546.5433 • Fax: 952.512.1384

### APPLICATION AND AGREEMENT GOVERNING USE OF CHURCH FACILITIES

On this \_\_\_\_\_ day of \_\_\_\_\_, 202\_, Oak Knoll Lutheran Church (the "Church") agrees to furnish meeting space for \_\_\_\_\_ (the "Organization") on the following terms:

1. Use of the Church premises shall not constitute endorsement by the Church of the Organization using its facilities, its principles or its activities; the Organization shall not use the name of the Church to indicate endorsement or sponsorship, but may use the Church name in indicating the place of meetings.

2. Designation of facilities to be used:

Type of meeting/event:

Date:

Start Time:                      End Time:

Room(s) requested:

Fee/Rate:

Number of people expected:

Additional charges:

**TOTAL FEE(S) PAYABLE TO OAK KNOLL LUTHERAN CHURCH 10 DAYS IN ADVANCE: \$ \_\_\_\_\_**

3. The Organization agrees that it has limited access to the Church premises for the specific purpose and only for the specific purpose outlined under Section 2 above. The Organization further agrees that it will not use the Church premises for any unlawful purposes, and will obey all laws, rules, and regulations while using the Church premise.

4. The Organization will not do nor suffer any waste or damage or injury to the Church premises, or any part thereof. The Organization will make no alteration to the Church premises without the prior written consent of the Church and will leave the Church premises in the same condition as it was at the time of access.

5. The Organization agrees to indemnify, defend and hold harmless the Church, its successors and assigns, and its employees, agents, directors, officers, representatives and affiliates from any and all losses, liabilities, damages, claims, suits, fines, penalties, costs or expenses (including but not limited to attorneys' fees), or injuries to any persons or property arising out of or resulting from: (i) the acts or omissions of the Organization, its agents, employees, representatives, contractors, guests and invitees; (ii) the use of, occupancy, and/or presence upon the Church premises by the Organization, its agents, employees, representatives, contractors, guests and invitees; and/or (iii) the breach by the Organization of any obligation or covenant contained in this agreement. The Organization's obligations under this indemnification provision will survive the termination of this agreement.

6. The Organization promises and warrants that it carries liability insurance with a minimum liability occurrence limit of \$1,000,000. The Organization will provide a certificate of insurance to the Church at least seven days prior to the date upon which the Organization begins to use the above meeting space(s) at the Church. The certificate of insurance will indicate that the Organization has been made an "additional insured" on the Organization's policy with respect to the use by the Organization of the Church facility. The insurance coverage will further provide that the coverage will not be canceled or materially changed without at least 30 days written notice to the Church.

7. The Organization agrees that Church will not be responsible for any loss or theft of, or damage to, any parts, equipment or other property stored or left on the Church premises by the Organization, its agents, employees, representatives, contractors and invitees. The Organization further agrees that the Church will not be responsible for any loss or injury to life or person suffered by the Organization, its employees, agents, representatives, contractors, guests and invitees while on or about the Church premises, and agrees that the Organization's, use and occupancy of the Church premises is on an "AS IS", "WHERE IS" AND "WITH ALL FAULTS" BASIS. The Church makes no warranties or representations as to the condition of the Church premises and expressly disclaims any and all warranties, express, implied or statutory, as to the condition of the Church premises.
  
8. The Organization understands that the needs of the Church must first be served. The Church reserves the right to revoke permission to use any meeting room or to substitute facilities, and that in the event of such action, there shall be no claim or right to damages.
  
9. In addition to the above terms and conditions, the attached addendum of details will apply.  (Check if applicable and initial)

**OAK KNOLL LUTHERAN CHURCH**

**ORGANIZATION**

By: \_\_\_\_\_  
 Facility Scheduler \_\_\_\_\_

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

**FOR OFFICE USE ONLY:**

\_\_\_\_\_ City State ZIP

Phone: \_\_\_\_\_

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

Date: \_\_\_\_\_

**The undersigned is of legal age and will be responsible for the event(s):**

Approved by the Facility Manager:

By: \_\_\_\_\_  
 Person Responsible (please print)

\_\_\_\_\_

Signed: \_\_\_\_\_