

French River Lutheran Church

Rental/Use Policy

Timber Frame Building

It is the policy of French River Lutheran Church (FRLC) that the Timber Frame Building, located at 5310 Ryan Road, be used for the purposes listed below.

1. Primary usage

The building provides a place where members/community residents can gather for recreational activities on a year-round basis. All events sponsored by the FRLC are open to the public. FRLC events (meetings, fundraisers, programs, etc.) shall have priority for use of the building.

2. Special use categories

a. Private events. **Members \$55 Non-Members \$100.**

FRLC is supported by members of its congregation. A benefit of being a member is use of the Timber Frame Building at a reduced rate. Events can be held on a space-available basis and bookings must be made in advance through the FRLC Council or designated building scheduler. Members are recognized and defined per the FRLC constitution. A damage deposit is required, and renters must leave the facility as described in the **Conditions** section on page two of this document and abide by the posted rules.

b. Community organizations meetings. **No Charge.**

The FRLC encourages use of this facility by community organizations that provide information or services to the community and activities in the Duluth/Two Harbors area. Use of the building is on a space available basis and must be approved in advance by the FRLC Council or designee. No damage deposit or usage fee is charged, but the user organization must leave the facility as described in the **Conditions** section on page two of this document and abide by the posted rules.

c. Other organizations meetings and/or events. **\$85 per Scheduled Day.**

The building is available for rent on a space-available basis at a rate set by the FRLC Council each year. Special rates may be set for member-affiliated organizations. Users must keep the facility in good order, pay the rental and damage deposit, leave the facility as described in the **Conditions** section on page two of this document and abide by the posted rules.

d. Fundraisers and for-profit classes or events. **\$85 per Scheduled Day.**

When a profit-making event is held, the rental rate per day is \$85 *regardless of membership status*. The renter may not charge admission to the event unless approved in advance by the FRLC Council. The person or organization sponsoring the event must pay the rental and damage deposit, leave the facility as described in the **Conditions** section on page two of this document and abide by the posted rules.

e. Regular Class Sessions. **\$20 each 2-hour block.**

When classes are offered on a weekly or other repeating schedule and a fee is charged for attendance, the person or persons offering the class will pay a rental fee for each minimum 2-hour block. The renter/class leader will leave the facility as described in the **Conditions** section on page two of this document and abide by the posted rules.

3. Damage Deposit

A damage deposit of \$100 per day is charged for each event unless otherwise indicated. This deposit is paid with a separate check that is shredded if the facility is left in good order.

CONDITIONS AND TERMS OF RENTAL:

- **Purpose:** The property rented must be used for purposes above stated, and none other. Unless approved by FRLC Council in advance.
- **Condition:** The premises must be left in a clean and orderly condition: Floors swept and mopped if needed. Tables and chairs clean and stacked. Decorations removed including masking tape. **The use of nails or screws is strictly prohibited.** All garbage, trash and recyclables generated as a result of the rental must be collected and removed from the premises. ***Failure to leave the facility in an acceptable condition and/or remove garbage/trash/recyclables will result in forfeiture of the damage deposit.***
- **Safety requirements:** No furniture, decorations, or other items may be placed in such a way as to damage the structure or present a safety hazard. The renting party/organization is responsible for assuring the building does not become overcrowded. No open flames (with the exception of gas “Propane” operated fire pits), sparklers or any fireworks are permitted in the building or on the grounds.
- **Parking:** Guests may park in the church parking lot, but not in a way that causes, could cause damage to the property or that interferes with traffic or safety.
- **Smoking:** The building is smoke-free, and smoking is prohibited within the building and within 30 feet of the building.
- **Access To Church Restroom/Building During Rental: ?**
- **Responsibility:** The renter assumes full responsibility for the appropriate conduct of persons at the building during the rental hours and for any loss, breakage or damage caused to the building, its contents, or the grounds. The premises must be used for a lawful purpose. The undersigned renters agree to pay to correct any and all damages to the premises or contents thereof that occur during the time of its use, above and beyond the damage deposit.
- **Indemnification:** The renter agrees to defend, indemnify, and hold harmless French River Lutheran Church, its officers, agents, and members against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney fees which the FRLC, officers, agents, and members may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the Renter or Guests.

Rental Agreement
French River Lutheran Church (FRLCC)

Completed Agreement should be mailed or returned to 5310 Ryan Rd. Duluth, MN 55804

THE FRLC TIMBER FRAME BUILDING IS A NON-SMOKING BUILDING.

1. Purpose of rental _____
2. Category (circle one) a b c d e
3. Deposit amount. \$ _____ Date received _____ *
4. Date of rental ____/____/____ Hours _____ to _____
5. Rental amount \$ _____ Date received ____/____/____ **

*The damage deposit and rental fee must be paid, and a signed agreement returned to confirm your reservation. Failure to leave building in clean condition will result in loss of your deposit. **Rental payment is non-refundable in the event of cancellation.

6. Will alcohol be served at the event? _____ YES _____ NO
7. If alcohol is served and more than 50 people are in attendance you must provide the following:
 - a. Certificate of Insurance Coverage for the event, minimum of \$1,000,000 liability.
 - b. Insurer's Name _____ Phone Number _____
 - c. A uniformed security officer must be present for your event. Name of Security Firm or Police Department _____ Phone _____
Name of officer _____ License Number _____

IMPORTANT: Alcohol may not be sold or otherwise exchanged for compensation in any way in connection with the use of the building.

FRENCH RIVER LUTHERAN CHURCH TIMBER FRAME BUILDING RENTAL AGREEMENT AND WAIVER

- **I, THE SIGNATORY OF THIS AGREEMENT, REPRESENTING MYSELF AND/OR THE GROUP NAMED BELOW, WISH TO USE THE FRENCH RIVER LUTHERAN CHURCH**

TIMBER FRAME BUILDING ON THE DATE REQUESTED FOR THE PURPOSES STATED IN THIS APPLICATION. I AGREE TO PROVIDE PROOF OF INSURANCE FOR THE GROUP IF REQUIRED. I FURTHER AGREE TO INDEMINIFY, AND HOLD HARMLESS FRENCH RIVER LUTHERAN CHURCH, ITS OFFICERS, AGENTS, AND MEMBERS AGAINST ANY AND ALL LIABILITY, LOSS, COSTS, DAMAGES, EXPENSES, CLAIMS OR ACTIONS, INCLUDING ATTORNEY FEES WITH WHICH THE FRLC, OFFICERS, AGENTS, AND MEMBERS MAY HERAFTER SUSTAIN, INCUR OR BE REQUIRED TO PAY, ARISING OUT OF OR BY REASON OF ANY ACT OR OMISSION OF THE RENTER OR GUEST, RELATED TO USE OF THIS BUILDING AND THESE FACILITIES.

Sponsoring Individual _____ **Phone** _____

Sponsoring Group/Organization _____

Address _____ **Phone** _____

Signature of Responsible Party _____ **Date** ____/____/____

French River Lutheran Church does not and shall not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations. These activities include, but are not limited to, hiring of staff, selection of volunteers and vendors, programs, facility rentals and provision of services. We are committed to providing an inclusive and welcoming environment for all members of our congregation, staff, clients, volunteers, subcontractors, vendors, and community.

Rental authorized by _____ **Date** ____/____/____

Deposit and Rental received _____ **Date** ____/____/____

Building left in acceptable condition _____ **Deposit check destroyed** _____