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[**Home**](http://www.gracegrafton.com/)

* About
	+ [**About Grace**](http://www.gracegrafton.com/about-grace.html)
	+ [**Contact**](http://www.gracegrafton.com/contact.html)
* Worship
	+ [**Worship at Grace**](http://www.gracegrafton.com/worship-at-grace.html)
	+ [**Visiting Grace?**](http://www.gracegrafton.com/visiting-grace.html)
* Education
	+ [**Christian Education**](http://www.gracegrafton.com/christian-education.html)
	+ [**Confirmation**](http://www.gracegrafton.com/confirmation.html)
	+ [**Bible Study**](http://www.gracegrafton.com/bible-study.html)
* Ministries
	+ [**Grace Groups**](http://www.gracegrafton.com/grace-groups.html)
	+ [**Circle of Empowerment**](http://coenicaragua.weebly.com/)
	+ [**Adult Literacy Center of Ozaukee County**](http://www.adultliteracyoz.org/)
* Resources
	+ [**Grace Calendar**](http://www.mychurchevents.com/calendar/calendar_events_list_view.aspx?list_by=week&ci=G1L6M7M7F0H2G1G1&igd=)
	+ [**Photos and Videos**](http://www.gracegrafton.com/photos-and-videos.html)
	+ [**Documents & Forms**](http://www.gracegrafton.com/documents--forms.html)
	+ [**Church Council Minutes**](http://www.gracegrafton.com/church-council-minutes.html)
	+ [**Lutheran Links**](http://www.gracegrafton.com/lutheran-links.html)
* [**Sermons**](http://www.gracegrafton.com/sermons.html)
* [**Blog**](http://www.gracegrafton.com/blog.html)

**Appendix B: Building Use Forms**

**Grace Lutheran Church Building Use Contract**

This Building Use Contract is made and entered into this day of , 2017, by and between Grace Lutheran Church (GRACE) and (GROUP).

GRACE provides meeting space for non-church functions as a service to the community. As a non-profit entity, the church seeks to recover only costs related to use and maintenance. Accordingly, the parties hereto agree:

1. GROUP is granted permission to use the facilities of GRACE on the day of , 2017 for the purpose of (the Event).
2. GROUP agrees to comply with all rules and regulations regarding the use of the facilities of GRACE as set forth in the GRACE Facility and Building Use policy.
3. In the event of damage to church property during GROUP’s use of the facilities, GROUP shall pay for such damage in such amount as is determined by the GRACE Property Committee in its sole discretion. Any building damage deposit paid by GROUP shall be applied to any such damage amount, and GROUP shall be responsible for any balance.
4. No notice or publication of the Event conducted at GRACE will be made without the written approval of the GRACE Property Committee, Pastor(s), or other approved church representative.
5. GROUP agrees that the Event is not sponsored by GRACE, and GRACE does not extend coverage for medical payments in case of injury to anyone attending the Event. The obligation for any and all medical care shall be the responsibility of the individual and/or GROUP and the cost of medical care shall be paid by the individual and/or GROUP.

The total fee includes the following:

Facility Fees $

Clean up or other staff costs $

Total amount of **$**

The undersigned has given authority to act for and be responsible for the GROUP making this application. GROUP will see that the building is not misused or abused, that there is proper adult supervision at all times, that the building is used in conformity with all policies and regulations of GRACE and that all other terms of the Building Use Agreement/Contract are adhered to and followed.

The undersigned understands and agrees that this Building Use Agreement/Contract does not establish an employer-employee relationship between GROUP and GRACE, that the event is neither a conducted event not a sponsored event of GRACE. In addition, it is understood that GRACE will not exercise any physical or other control over the operation of the event other than those already spelled out in this Building Use Agreement/Contract. In addition, GROUP understands that GRACE is not providing any supervision by this agreement.

NO OTHER PROMISES OR WARRANTIES

GROUP understands that no promises are made otherwise than what is contained in this agreement, that no warranties have been made that the Building will be adequate for GROUP’s planned use, and that GROUP accepts the Building in an AS IN condition. **GROUP representative to initial to left.**

GROUP has inspected the facility to be used and has independently determined that it is suitable and safe for their particular purpose. **GROUP representative to initial to left.**

INSURANCE (where applicable)

 LIABILITY INSURANCE N/A

GROUP at its sole cost and expense shall maintain during the DATE(S) OF USE of this agreement public liability insurance insuring against ALL liability of GROUP, GRACE, and their authorized representatives arising out of and in connection with GROUP’s use of the Building, with a single liability limit of: (check appropriate amount)

 $500,000 $1,000,000 $

 PROPERTY DAMAGE INSURANCE N/A

GROUP also at its 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 appropriate amount)

 $500,000 $1,000,000 $

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

GROUP agrees to provide GRACE with a copy of the certificate of insurance evidencing that it has complied with the insurance requirement of this agreement.

WAIVER AND RELEASE OF CLAIMS

In consideration for use of the facility, GROUP waives and releases GRACE (which includes GRACE’s agents, servants, employees, insurers, successors and assigns) from all claims, demands, causes of action, damages or suits at law and equity of whatsoever kind, including but not limited to claims for personal injury, property damage, medical expenses, loss of services, on account of or in any way related to or growing out of GROUP’s presence at the facility or use of the facility and/or equipment. This waiver and release is intended to any does release GRACE from any and all liability for damages or injuries on account of or in any way related to or growing out of USER’s negligence, the negligence of third parties, and GRACE’s negligence, including but not limited to negligence in the construction, maintenance and upkeep of the facility and its equipment, negligence in training or negligence in supervision. This is not intended to release GRACE from any liability resulting from its intentional or reckless conduct.

GROUP ACKNOWLEDGES THAT IT HAS HAD AN OPPORTUNITY TO READ THIS ENTIRE CONTRACT, INCLUDING THE WAIVER AND RELEASE OF CLAIMS. GROUP also understands that it has the right to request different terms under the Waiver and Release of Claims. If GROUP wants GRACE to consider different terms for a Waiver and Release of Claims, please do not sign this Contract, and instead submit such proposed terms in writing for GRACE’s review and consideration. By signing this Contract, GROUP waives the right to negotiate different terms under a Waiver and Release of Claims and agree to the terms contained above.

GRACE: GROUP:

Grace Lutheran Church

Sign: Sign:

Print Name: Print Name:

Email: Email:

Date: Date: