

RECREATION BUILDING RENTAL / RELEASE and INDEMNITY AGREEMENT

Approved St. Matthews Church Council 09/12/19

RESERVATION DATE	
TIME	
NAME ("Renter")	
ADDRESS	
TELEPHONE	
EMAIL	

For Church Use Only (Non-Members)

5-Hour Rental	\$150	\$150
Security Deposit	\$150	\$150
Kitchen	\$50	
Additional Time	\$20/hour	
Total Due		\$

For Church Use Only (Members)

5-Hour Rental	\$75	\$75
Security Deposit	\$150	\$150
Kitchen	\$25	
Additional Time	\$10/hour	
Total Due		\$

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Saint Matthews Lutheran Church
3249 N. Old Train, P.O. Box 68
Shamokin Dam, PA 17876
570.743.3052

saintmattsle@gmail.com

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I/We (renter) agree to the following stipulations:

- 1) The \$150 rental fee includes five (5) hours total and one free hour to set-up. If extra time is needed for set-up, tear down, and cleanup, additional time may be reserved at a rate of \$20 per hour before or after your allotted time as available. Please make check(s) payable to “**St. Matthews Lutheran Church.**”
- 2) A \$150 refundable security deposit is required upon execution of this agreement that shall be refunded in full or in part within 7 business days following a satisfactory inspection of the facility at the conclusion of your rental.
- 3) Use of the kitchen is an additional \$50 fee.
- 4) **Key may be picked up anytime in the lock box located in the glass entryway of the church a security code will be provided by the church office.**
- 5) **ALCOHOLIC BEVERAGES ARE PROHIBITED!! NO EXCEPTIONS!!** If alcohol is found on the premises during your event, you may be requested and hereby agree to vacate the premises immediately and forfeit the remaining time on your rental. You will not receive a refund or any portion thereof of your rental fee.
- 6) **SMOKING IS PROHIBITED** in all parts of the building including corridors and restrooms.
- 7) **FOOD AND DRINK:** Food and drink should be limited to kitchen area and large group areas.
- 8) User agrees that it will not use the premises for any unlawful purposes, and will obey all laws, rules, regulations of all governmental authorities while using the above described facilities.
- 9) **DECORATIONS:** Decorations may be attached to the walls or doors with removable tape that will not permanently damage the surface. All decorations must be immediately and completely remove following event. Balloons shall be deflated before placing in the dumpster.
- 10) **SPORTS:** If a group is participating in sport activities, they must receive approval from the church office prior to their arrival. You must request approval a minimum of 7 days in advance of your rental. Everyone participating in a sports related activity must wear sneakers.
- 11) **SUPERVISION OF CHILDREN AND YOUTH:** Saint Matthews strives to provide a safe environment for children and youth. As such, no fewer than two adults should be present at all times during any program or event involving children. Supervision of children is required both inside and outside of the building.

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- 12) **FACILITY CARE:** I/We (Renter) will be responsible to see that the building is clean and secure at the conclusion of our event. **Failure to adhere to this stipulation may result in the forfeiture of part or all of your security deposit.** A Clean-Up checklist is attached, and is also posted in the kitchen.
- 13) **BREAKAGE:** Renter is expected to exercise reasonable care and judgement in such use in order to prevent defacement, damage, or breakage. Renter shall be responsible for paying costs incurred by the church in cleaning, repairing, etc. any part of the building and/or its furnishings and equipment which in the judgement of the congregation has been carelessly or irresponsibly subjected to more than normal wear and tear by the Renter or persons granted access to the facility by Renter.
- 14) **SECURITY:** The congregation works to maintain a safe and secure environment within the facility, however, no systems are foolproof. We ask that Renter pay close attention to personal property and valuables, not leaving them unattended. The congregation is not responsible for theft or damage to personal property. **Our facility is monitored with smoke, carbon monoxide, and natural gas detectors. In the event one of these alarms is triggered please dial 911 and then contact the emergency contact listed on this form.**
- 15) We agree that St. Matthew's will not be held liable for any injury incurred during our function.
- 16) The thermostat must be set at 72 degrees while occupied. During the winter months upon leaving return the temperature to 64 degrees. In the summer months, upon leaving, return the temperature to 80 degrees. The renter agrees to keep the doors closed at all times unless loading or unloading supplies. Failure to do so may result in forfeiture of a portion of Renter's security deposit.
- 17) Should any check be returned for insufficient funds, they will be turned over to the district magistrate for collection. If paid by separate check or in cash, security deposit will be used to cover all or portion or any other check(s) returned for insufficient funds. Renter will be responsible for any and all fees associated with returned checks.
- 18) **FINAL DECISIONS:** If there are questions about any of the rules and regulations in this form or special considerations not listed in this form please contact the church office. All final decisions will be authorized by the Church council and/or Saint Matthews Building and Grounds Committee. The Renter must abide by the decisions made or forfeit the use of any part of the facility.
- 19) **EMERGENCY SCHEDULING CONFLICTS:** The Congregation reserves the right to pre-empt any facility use for its own cases of emergencies, such as funerals. Notice will be given as early as possible.
- 20) **IN CASE OF EMERGENCY CONTACTS:**
John Shirk- (570) 743-7974 Richard Hare- (570) 556-7617
Dave Hayes- (570) 743-3283 Jared Rutt *Council President*- (570) 939-5432

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21) This document contains the entire agreement of the parties and supersedes all prior written or oral agreements relating to the subject matter.

ACCEPTANCE OF RESPONSIBILITY

Renter agrees to be responsible for the conduct of those coming to or participating in the activity for which this application is being made, and for any damage beyond normal wear and tear which may occur as a result of this activity. Renter agrees that the facility will be used in accordance with the conditions outlined herein, and that Renter has received and read a copy of the “Recreation Building Rental / Release and Indemnity Agreement.”

INDEMNITY AGREEMENT

User agrees to hold harmless, indemnify and defend Owner (including Owner’s agents, employees, and representatives) from any and all liability for injury or damage including, but not limited to, bodily injury, personal injury, emotional injury, or property damage which may result from any person using the above described premises, its entrances and exits, and surrounding areas, for User’s purposes, regardless of whether such injury or damage results from the negligence of the Owner (including Owner’s agents, employees and representatives) or otherwise.

Print Name (Renter)	Signature	Date
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