

St. Matthew Lutheran church Facilities Use Agreement

~~Updated~~ [December 20, 2022](#)

This agreement by and between St. Matthew Evangelical Lutheran Church (hereinafter “St. Matthew”), and _____ (hereinafter “User”), will take effect on the signed day below and will continue for a period of one year.

WHEREAS, St. Matthew owns premises located at 1725 So. 60th Street, Omaha, NE which is normally used as a place of worship, and WHEREAS, User desires to use the following specified area of the facilities for the purpose of _____, and WHEREAS, St. Matthew has agreed to allow User to use the facilities provided that the following terms and conditions are met.

It is Therefore Agreed By and Between the Parties:

1. St. Matthew agrees to let User use the above described premises for the above described purpose on this day _____ and time _____

_____ is the contact person for User to coordinate the details of usage.

2. Fees. St. Matthew believes in supporting our community so there is no formal request for fees for use of the premises however freewill offerings would be appreciated to off-set insurance costs the church is charged to host outside groups.

3. User agrees that it will not use the premises for any unlawful purposes, and will obey all laws, rules, and regulations of all governmental authorities while using the above described facilities. User will be respectful of St. Matthew property and that if any damages occur from anyone from your group, User must notify St. Matthew and be responsible for the repairs of damage.

4. User agrees that it will not use the premises for any purpose that is contrary to the mission, purpose or belief of St. Matthew, which is a biblically-based religious institution.

5. User is responsible for the conduct and safety of their members including adults and their children. Children should be supervised at all times inside and outside St. Matthew.

6. Organizational Users. St. Matthew strongly suggests that User carry liability insurance with a minimum liability occurrence limit of \$1,000,000. If User has obtained liability insurance, they will provide a certificate of insurance to St. Matthew when they begin to use the above described premises. The certificate of insurance should indicate that User has made St. Matthew an “additional insured” on User’s policy with respect to the use by User of the above described premises.

Individual Users. User promises and warrants that User will obtain signed Activity Participation Agreements (either provided by or acceptable to Owner) from each participant in the activity. If the participants are minors, User will obtain the signature of at least one parent or legal guardian on each Activity Participation Agreement.

7. User agrees to hold harmless, indemnify and defend St. Matthew (including St. Matthew’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 St. Matthew (including St. Matthew’s agents, employees and representatives) or otherwise.

8. User agrees to be responsible for preparing for use and returning to the pre-use condition all areas of the premises which User will use, including entrances and exits. This means User should secure all entrances and exits ensuring they are locked and making sure all lights turned off. All supplies should be removed or stored in a pre-approved area of the church St. Matthew, all trash should be put in the trash receptacles and any furniture that was moved put back to its original position.

9. On rare occasions, the sanctuary or other meeting spaces may not be available for use due to congregational gatherings, weddings, funerals or other events. St. Matthew will provide as much notice as possible in these cases and help identify other locations within St. Matthew that might be used for those occasions.

10. This agreement may be cancelled unilaterally by either party with 14 days written notice to the other party.

11. User agrees that it will not assign any of its rights under this agreement, and any such assignment will void this agreement at the sole option of St. Matthew.

12. St. Matthew and User agree that any disputes arising under this agreement will be resolved according to Nebraska law via a mutually acceptable alternative dispute resolution process. If St. Matthew and User cannot mutually agree upon such a process, the dispute will be submitted to a three-member arbitration panel of the American Arbitration Association for final resolution.

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

Dated this _____ day of _____, _____.

St. Matthew

User

Print name

Print name

Signature

Signature

Title

Cell phone

Email address