



**Evangelical Lutheran Church in America**  
God's work. Our hands.

## Building Use Application & Agreement

As a space to gather for faith, fellowship, and service in our Watertown community, Immanuel Evangelical Lutheran Church invites the people of our congregation and community to utilize church facilities for personal and non-profit activities.

If you are interested in using Immanuel's building for an upcoming event or activity, please complete the following Building Use Application & Agreement and return it to the church office (209 North Ninth Street, Watertown, WI 53094 or [watertownimmanuel@gmail.com](mailto:watertownimmanuel@gmail.com)) as soon as possible.

### Application for Building Use

Applicant / Contact Person Name

Organization Name *(if applicable)*

Event / Activity

Date of Event / Activity

Time of Event / Activity

Phone Number

Address

Email Address

#### Requested space(s) to be utilized:

- Multipurpose Room (Gym) with Kitchen
- Fellowship Hall with Kitchen
- Classroom
- Youth Room with Kitchenette
- Sanctuary

#### Requested equipment to be utilized:

- Tables *(How many? \_\_\_\_\_)*
- Chairs *(How many? \_\_\_\_\_)*
- Television & HDMI cord
- Extension cord

# Building Use Agreement

WHEREAS, Immanuel Evangelical Lutheran Church of Watertown, Wisconsin (Owner) has agreed to allow \_\_\_\_\_ (User) to use its facilities provided that the following terms and conditions are met,

IT IS THEREFORE AGREED BY AND BETWEEN THE PARTIES:

1. Owner agrees to let User use the described premises for the described purpose on page 1. The office of Immanuel Evangelical Lutheran Church is the contact for Owner and the applicant/contact person listed on page 1 is the contact person for User to coordinate the details of usage.
2. The User agrees to pay assigned fees to Owner.
  - Fee Agreement.**  
User agrees to pay Owner \$ \_\_\_\_\_ for the use of the premises.
  - Non-Fee Agreement.**  
In consideration for the benefit of using Owner's facilities, User agrees to abide by all the terms and conditions of use described in this agreement.
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.
4. User agrees that it will not use the premises for any purpose that is contrary to the mission, purpose or belief of the Owner, which is a biblically-based religious institution.
5. User agrees to abide by any rules or regulations for the use of the premises that are attached to this agreement.
6. User agrees that it is solely responsible to implement appropriate screening and supervision procedures to protect children, youth, and vulnerable adults attending user's function at the above described facilities.
7.
  - Organizational Users.**  
User promises and warrants that it carries liability insurance with a minimum liability occurrence limit of \$1,000,000. The User will provide a certificate of insurance to the Owner at least seven days prior to the date upon which the User begins to use the above described premises. The certificate of insurance will indicate that User has made Owner an "additional insured" on User's policy with respect to the use by User of the above described premises.

## User

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Position with User

\_\_\_\_\_  
Date

## 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.

8. 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, illness, exposure to infectious/ communicable disease, 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.
9. 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.
10. User agrees to conduct a visual inspection of the premises, including entrances and exits, prior to each use, and warrants that the premises will be used only if it is in a safe condition.
11. This agreement may be cancelled unilaterally by either party with 14 days written notice to the other party. In the event that Owner must cancel this agreement, User will be entitled to any deposit User has paid. However, in no event will Owner be liable to User for any lost profits or incidental, indirect, special, or consequential damages arising out of User's inability to use the above described premises, even if Owner has been advised of the possibility of such damages.
12. 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 the Owner.
13. Owner and User agree that any disputes arising under this agreement will be resolved via a mutually acceptable alternative dispute resolution process. If Owner 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.
14. This document contains the entire agreement of the parties and supersedes all prior written or oral agreements relating to the subject matter.

## Owner

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Position with Immanuel Evangelical Lutheran Church

\_\_\_\_\_  
Date