

RENTAL AGREEMENT

_____ **Lutheran School**
 _____ **Street**
 _____, **Michigan 48**____
Phone

Renting Agency:
E-mail:
Address:
City:
Phone #:

Event:
Date:

Day/Date	Location	Time	Rate: \$/facility	Supervisor \$ ___/hr*

In accordance with _____ Lutheran School’s policy, if the rental requires a staff member to be on site during the rental, supervisory personnel shall receive compensation at the rate of \$ ___ per hour from the renting agency in addition to the rental fee. The fee is \$ ___ per hour if supervision is off-site - on call and opening and closing only.

TOTAL FEE:

_____ Lutheran School will be referred to as “ _____ Lutheran School” or “SCHOOL” throughout the remainder of this contract.

RENTAL CONDITIONS:

1. The RENTER will provide liability insurance protection. Proof of insurance must be on file with the SCHOOL office before any rental usage begins. **The RENTER’S insurance carrier must name the facility and _____ Lutheran School as additional insured with limits approved by the SCHOOL’S insurance agent.**
2. The RENTER understands and acknowledges that the school does not allow its facilities to be used in such a way that contradicts its faith or by persons or groups holding beliefs that contradict the school’s “Statement of Beliefs”. The RENTER agrees to promptly disclose any potential conflicts in belief to school administration prior to the execution of this agreement.
3. The RENTER understands that the school does not allow its facilities to be generally available to the public, and that the use of the facilities is subject to the approval of the _____.
4. The RENTER may not sub-rent the facility.
5. The RENTER will be held responsible for any property damage attributed to the agency’s rental usage.
6. The RENTER at each event shall provide adult supervision.
7. The RENTER is restricted to only those areas of the facility that the RENTER reserved.
8. Abusive or foul language, violent behavior, and drug or alcohol use is strictly prohibited on school grounds. Any person exhibiting such behavior will be required to immediately leave the premises.
9. RENTER acknowledges that they will not bring or allow dangerous items to be brought onto the premises.
10. The SCHOOL may bill for custodial fees in addition to the rental fee at a rate of \$____.00 per hour if the RENTER litters the facility so that it requires more- than-normal clean-up (sweeping and emptying of trash).
11. Mutual cooperation will govern the resolution of problems that may result from the rental usage.
12. The time of the rental normally includes 15 minutes prior to/and after scheduled use.
13. The SCHOOL is a NON-SMOKING establishment. NO ALCOHOL is allowed on the premises.

PAYMENT CONDITIONS:

1. *Payments will be made in advance of facility usage, unless otherwise specified and signed here:*

2. *In the event of insufficient payment, returned check, etc. the usage of the SCHOOL facilities will cease until proper payment is made. There will be neither usage of facilities or reimbursement nor rescheduling of time due to insufficient payments. The RENTER will be responsible for any fees associated with any insufficient payments, which will be paid by the RENTER prior to rental continuing.*

CANCELLATION POLICY:

1. *The SCHOOL reserves the right to cancel/postpone any rental date or time. If the SCHOOL cancels or postpones any rental time or date, the SCHOOL will work with the RENTER to reschedule another date and time. If there is no date or time that is possible for rescheduling for both the SCHOOL and the RENTER, the SCHOOL will reimburse the RENTER the rental fee and supervision fee for the cancelled date or time.*
2. *Any cancellation on the part of the RENTER must take place at least 7 calendar days prior to that rental date. If the cancellation takes place at least 7 days prior to the rental date or time, the SCHOOL will reimburse any rental fee and supervision fee paid in advance. Any cancellations within 7 calendar days of the rental date will not be reimbursed.*
3. *If the request for rescheduling takes place at least 7 calendar days prior to the rental date or time every effort will be made to find a date or time that is agreeable to both the SCHOOL and the RENTER. If no date or time can be found that works for both the SCHOOL and the RENTER, the SCHOOL will reimburse the RENTER any rental fees and supervision fees paid in advance.*
4. *In the event that a request for rescheduling of any date or time takes place less than 7 calendar days prior to that rental date or time the SCHOOL will work with the RENTER to find a date and time to reschedule the date or time. If no date or time can be agreed upon that works for both the SCHOOL and the RENTER the date will be cancelled. There will be no reimbursement for rescheduling requests that take place less than 7 calendar days prior to the rental date or time.*
5. *In the event the rental must be cancelled due to unforeseen circumstances, the SCHOOL will make every effort to contact the RENTER as soon as the determination is made that a rental may not take place on a scheduled date or time. The SCHOOL will work with the RENTER to reschedule the date or time to a time that is agreeable for both the SCHOOL and the RENTER. If the cancellation cannot be rescheduled to a date or time that is agreeable to both the SCHOOL and the RENTER, the SCHOOL will reimburse the RENTER any rental fees or supervision fees paid in advance for that date or time. This policy would be used in cases of weather related cancellations, building problems that won't allow renters in the building, or any other unforeseen circumstances where the SCHOOL would not be open or allow the RENTER in the building. This policy is not limited to the examples listed.*

LIABILITY

1. *The SCHOOL reserves the right to inspect and control private functions.*
2. *The RENTER is responsible for all SCHOOL property missing or damage incurred by the guests, independent contractor, RENTER, RENTER'S agent, or any person on the RENTER'S behalf.*
3. *The SCHOOL is not responsible for damages or loss of any items left on premises.*
4. **Indemnity.** *To the fullest extent permitted by law, RENTER shall indemnify, hold harmless, and defend the SCHOOL and its agents, employees, officers, trustees and successors, from and against any claims, causes of action, damages, losses and expenses, including but not limited to attorney fees, arising out of or resulting in any way from RENTER'S use of the Premises, provided that such claim, cause of action, damages, loss or expense is attributable to bodily injury, sickness, disease or death to any person, including employees or agents of the RENTER or any other person on the Premises for a purpose directly or indirectly related to RENTER'S use of the Premises, or to injury to or destruction of tangible property including loss of use resulting therefrom, but only if caused in whole or in part by a negligent act or omission of the RENTER, RENTER'S contractors or sub-contractors, anyone directly or indirectly employed by them or any for whose acts they may be liable, regardless of whether or not such claim, cause of action, damages, loss or expense is caused in part by a party indemnified hereunder. RENTER shall not be obligated to hold harmless, indemnify or defend the SCHOOL or its agents, employees, officers, trustees or successors if any claim, cause of action, damage, loss or expense arises from the sole negligence or fault of a party indemnified hereunder.*
5. **Insurance.** *RENTER shall, at RENTER'S sole cost and expense, obtain and keep in force during the term of this contract a policy of commercial general liability insurance including contractual liability insurance. Such insurance shall be in an amount satisfactory to the SCHOOL. The SCHOOL shall be named as an additional insured on said policies of insurance.*

