

# BUILDING USE AGREEMENT

## Christ the King Lutheran Church

111 W. Magnolia Road • Salina, KS 67401-7546

(785) 827-7492

**“The Purpose of Christ the King is to bring the Gospel of Jesus Christ to People  
and to make them disciples of Jesus.”**

Our Church property is for the express purpose of carrying out the Great Commission as stated by Christ: *“therefore go and make disciples of all nations, baptizing them in the name of the Father and of the Son and of the Holy Spirit, and teaching them to obey everything I have commanded you. And surely, I am with you always, to the very end of the age.”* Matthew 28:19-20

All uses of the facilities of Christ the King Lutheran Church and activities on our property is to facilitate our purpose of bring people to Jesus Christ and aiding them in growing in their faith and life.

Name of individual or Not-for-Profit Organization requesting use of the church facility or property:

Organizations Name: \_\_\_\_\_

Name of Responsible Party: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Please identify what areas of the church building/property you are asking to use:

\_\_\_\_\_ Fellowship Hall

\_\_\_\_\_ Kitchen

\_\_\_\_\_ Classrooms

\_\_\_\_\_ Shelter House

\_\_\_\_\_ Church Yard (including baseball field)

\_\_\_\_\_ Other \_\_\_\_\_

Date(s): \_\_\_\_\_ Time(s): \_\_\_\_\_ Size of Group \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

PURPOSE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Return this packet in person to the church secretary or email it to [ctklcsecretary@gmail.com](mailto:ctklcsecretary@gmail.com).

**DAMAGE AND CLEANING POLICY:**

There is no Damage and Cleaning Deposit, but in the case the facility and or property is not left in good order and there has been damage the undersigned agrees to be responsible for the cost of the repairs or replacement thereof.

**CONDITIONS OF AGREEMENT:**

1. A Waiver of Liability must be signed and returned to the church with this agreement. A copy has been provided with this packet.
2. A copy of your Certificate of Liability Insurance must be provided with this agreement. (Non-members including Kansas District)
3. The use of the facility and/or property is only for the purpose outlined on page 1 and cannot be changed without first obtaining written consent.
4. Only the portion of the building that has been assigned in this agreement for the event will be used.
5. Any breach of the usage agreement may result in you or the organization losing the privilege to use our facility and/or property and may be asked to vacate.
6. Only Not-for-Profit Organizations will be allowed to use the facility.
7. If available, you may come 1 hour before your event to set up and prepare the facilities.
8. If you find something in the facility is not working properly, or you need assistance, you will need to inform the Board of Properties Chairman.
9. Christ the King will NOT be responsible for the loss or damage to any of the personal property brought onto the premises for said event.
10. The Church facility is a smoke-free and alcohol-free environment.
11. The use of Christ the King’s facility or property is at the discretion of the Board of Properties.

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**I have read, understand, and agree to all the contents in this agreement.**

\_\_\_\_\_  
Signature of Responsible Party

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name of Responsible Party

*For office use only:*

Date Waiver of Liability Received: \_\_\_\_\_

Date Certificate of Liability Insurance Received: \_\_\_\_\_

\_\_\_\_\_  
Signature of the Representative of the Congregation

\_\_\_\_\_  
Date

# BUILDING USE WAIVER & RELEASE

## Christ the King Lutheran Church

111 W. Magnolia Road • Salina, KS 67401-7546

(785) 827-7492

I enter into this Building Use Waiver Release (Agreement) with Christ the King Lutheran Church for the privilege to use the facility located at 111 W. Magnolia Road, Salina, Kansas.

**1. Waiver and release of all claims (including negligence):** In consideration for use of the facility, I waive and release Christ the King Lutheran Church, its trustees, officers, directors, employees, agents or representatives 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 my presence at the facility or use of the facility and/or equipment. **This waiver and release is intended to and does release Christ the King Lutheran Church from any and all liability for damages or injuries on account of or in any way related to or growing out of my negligence, the negligence of third parties and Christ the King Lutheran Church'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 Christ the King Lutheran Church from any liability resulting from their intentional conduct.**

I further covenant and agree not to institute any claims or legal action against Christ the King Lutheran Church for any claim released by this Agreement. I further agree that should any claim be made against Christ the King Lutheran Church in contravention of this Agreement, including but not limited to derivative claims, I will protect, defend and completely indemnify (reimburse) Christ the King Lutheran Church for any such claim and expenses including attorney's fees and costs incurred by Christ the King Lutheran Church in defending themselves or security indemnity hereunder. I recognize the facility is not supervised, and I use the facility (including premises and equipment) entirely at my own risk.

2. I understand that Christ the King Lutheran Church is not responsible for any lost or stolen valuables or property from within the facility.
3. While at the facility, I agree to conduct myself in a responsible manner and will refrain from engaging in inappropriate conduct, including the use of loud, foul, slanderous language or any intimidating or offensive conduct that would interfere with the peaceful use and enjoyment of the facility by other users.
4. I acknowledge that I have received and read a copy of the current rules and regulations governing the use of the facility. I agree that I will fully comply with all rules and regulations and with any amendments.

I have read the Agreement and understand that by signing the Agreement I have consented to be bound by its terms, including the waiver/release of any legal right I may have to sue Christ the King Lutheran Church for any costs they incur because a claim or legal action is brought in violation of this Agreement. I agree any violation of the Agreement and its terms and conditions, as determined by Christ the King Lutheran Church, will void, and terminate this Agreement and may result in loss of the ability to use the facility.

Name of Organization (if applicable) \_\_\_\_\_

Name (please print) \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

# FACILITY USE INSTRUCTIONS

## General Instructions

1. All uses of facilities must be reasonable, responsible, adequately supervised, safely conducted, and consistent with Christian values.
2. **Church facilities will not be used for activities for personal profit.**
3. The Board of Directors and Staff of Christ the King Lutheran Church reserves the right to decline the utilization of our facilities for any individual or group when it is necessary, based on our schedule, staff availability, internal needs, beliefs, or mission.
4. Dates will not be reserved until all signed forms, including the Building Use Agreement Request and Waiver have been reviewed, and approved by the Board of Properties.

**Please read through these instructions and guidelines first. Then complete the Building Use Agreement and Building Use Waiver & Release forms and return them to:**

Christ the King Lutheran Church, 111 W Magnolia, Salina, KS 67401

### A. General Use

1. **The entirety of our church property is for the express purpose of carrying out the Great Commission as stated by Christ:** *“Therefore go and make disciples of all nations, baptizing them in the name of the Father and of the Son and of the Holy Spirit, and teaching them to obey everything I have commanded you. “And surely, I am with you always, to the very end of the age.: Matthew 28:19-20.* All use of the facilities of Christ the King Lutheran Church and activities on our property is to facilitate our purpose of bringing people to Jesus Christ and aiding them in growing in their faith and life.
2. All requests for facility use must be submitted on a “Building Use Agreement” form for final approval by the Board of Properties. The applicant will then be informed of the decision.
3. The individual signing as the “Responsible {Party}” on the “Building Use Agreement” form will be held responsible for any damage to the facility.
4. Groups using the facility are responsible for maintaining and cleaning the portion of the facility that is used. The facilities are to be left in as good as or better conditions than they were found. All lights must be turned off before leaving and the doors secured. A fee may be charged for damage and/or extra staff time used for cleanup.
5. No alcoholic beverages are allowed anywhere on the church property.
6. Smoking is not allowed anywhere on the church property.
7. Christ the King Lutheran Church reserves the right to cancel or reschedule usage, even up to 24 hours before the scheduled event.
8. The Sanctuary is excluded from use unless prior arrangements have been made.
9. Christ the King Lutheran Church sound or video systems may not be used without prior authorization.
10. Those using the facilities for activities not planned by and for the people at Christ the King must hold Christ the King and its agents and employees harmless from premises liability. A signed Waiver of Liability must be turned in prior to your event. If applicable, a copy of your Certificate of Liability Insurance must also be provided.
11. Do not allow access to the building from anyone not in your party.
12. The group must stay in the section of the building that was reserved.

### B. Kitchen

1. Must follow the “General Use” policies listed previously.
2. Use of the kitchen equipment by arrangement and require instructions. For non-member events, a member of Christ the King will be available to help run these items.

- a. Coffee makers – Individuals using this equipment must be familiar with operating procedures. Each one must be cleaned at the end of the activity by the user group. The church does not supply coffee or plastic/paper products for any non-Christ the King Lutheran church activities unless previously arranged for.
- b. Stove and ovens – Individuals using this equipment must be familiar with operating procedures. This equipment must be cleaned and returned to its original condition by the user group.
- c. Dishwasher – Individuals using this equipment must be familiar with operating procedures. This equipment must be cleaned and returned to its original condition by the user group.
3. The kitchen floors, counters and walls, appliances and other items must be left clean.
4. Used dish towels and cloths are to be placed in the laundry basket located at the end of the ice maker.
5. All garbage must be removed from the kitchen at the end of the activity unless other arrangements have been made.
6. Turn off all lights and lock the exterior doors.
7. An additional fee may be assessed if cleaning by custodian is needed.

### **C. Fellowship Hall**

1. Must follow the “General Use” policies listed previously,
2. All activities must be supervised by an adult.
3. The Fellowship Hall floor, tables, chairs, and walls must be left clean and returned to the places they were in when you arrived.
4. No tables or chairs are to leave the facility at any time. Some older tables may be available but approval by the Board of Properties is required.
5. An additional fee may be assessed if cleaning by custodian is needed.

### **D. All Classrooms, Conference Room, Library and Youth Rooms**

1. Must follow the “General Use”: policies listed previously.
2. All activities must be supervised by an adult.
3. An additional fee may be assessed if cleaning by custodian is needed.

### **E. Security**

1. Building access must be arranged in advance through the Board of Properties.
2. Make sure all exterior doors are locked when leaving – double check!
3. Before leaving the premises, the user group is responsible for turning off all lights (including the restroom) and locking all doors that were locked when they arrived.

## **User Groupings**

### **Church Function:**

Christ the King Lutheran church – routine activities planned by and for the people of the church. NO Building Use Agreement form is necessary they are to use the CTK Organization Facility Request form.

### **Church Sponsored Groups/Activities:**

Groups or activities sponsored or hosted by Christ the King Lutheran Church such as: LWML, Kansas District meeting, etc. A building Use Agreement form must be filled out once per year for regular scheduled events. A building Use Agreement form must be filled out for any special events.

**Members Personal Use:**

Activities planned by Christ the King Lutheran Church members such as receptions, weddings, reunions, recitals, birthdays, and anniversaries a Building Use Agreement form must be filled out and given to the Board of Properties for approval. No deposits or fees, but per the agreement you will be held responsible for cleaning and any damage to property.

**Non-Members:**

Activities planned by non-members must fill out a Building Use Agreement form and give it to the Board of Properties for approval.

**Non-Member Deadlines:**

If non-members are contracting with Christ the King or any of its organizations including LWML to provide morning coffee, donuts, noon lunch or evening dinner or snacks throughout the day they **MUST** provide attendance numbers no later than 2 weeks prior to the event.

If non-member wish to use the audio-visual equipment, they **MUST** notify Christ the King board of Properties no later than 2 weeks prior to the event explaining in detail what they will need.

If non-members want a room set a special way upon their arrival, they **MUST** notify Christ the King's Board of Properties no later than 2 weeks prior to the event of this setup.