

FACILITIES USE AGREEMENT

Vermont Lutheran Church
 9886 Vermont Church Road
 Black Earth, WI 53515

Telephone (608) 767-3312 e-mail: vermont_church@tds.net www.vermontlutheran.org

This facility use agreement and between Vermont Lutheran Church:

Name of Individual/Organization _____

Address of Individual/Organization _____

Responsible Individual using the facility _____

Telephone number/e-mail of responsible individual _____

Date and times you request use of our facilities _____

Areas/facilities to be used _____

Purpose of use _____

Estimated number of attendees _____

Date of Request _____

IT IS THEREFORE AGREED BY AND BETWEEN THE PARTIES:

1. Vermont Lutheran agrees to let User use the above described premises for the above described purpose on the days/times listed above. The church administration is the contact for Vermont Lutheran Church to coordinate the details of usage.
2. **Fee Agreement.** User agrees to pay Vermont Lutheran Church for the use of the premises.

Area to be used	Active Members*	Groups Non Profit Non Political (0-75 guests)	Others
Fellowship Hall & Kitchen	\$0	\$175	\$350
Gathering Place & Patio	\$0	\$25	\$50
Entire Facility – Sanctuary, Fellowship Hall, Kitchen, Gathering Place & Patio Required for Weddings and Funerals – see below for additional fees.	\$0	\$200	\$400
Custodian – required if entire facility used	\$0	\$0	\$75
Special Service Additions			
Wedding Service Pastor (recommended)	\$350		\$400
Organist (recommended)	\$150		\$150
Custodian (recommended)	\$50		\$75
Secretary	\$0		\$20
Funeral Service Pastor	Honorarium		\$250
Organist	\$150		\$150
Custodian	\$50		\$50 Service +\$25 luncheon
Luncheon (set-up a & served by church)	\$0		\$200

* An active member has partaken in Holy Communion, supports the church with offerings or has participated in the life and worship of the congregation within the last two years. (By Law 8.08 e)

- Non-Fee Agreement.** In consideration for the benefit of using Vermont Lutheran Church’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 Vermont Lutheran Church, 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 Vermont Lutheran Church 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 Vermont Lutheran Church an "additional named 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 the 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 Vermont Lutheran Church (including Vermont Lutheran Church'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, 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 purpose, regardless of whether such injury or damage results from the negligence of Vermont Lutheran Church (including Vermont Lutheran Church'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, 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 day written notice to the other party.

In the event that Vermont Lutheran Church must cancel this agreement, User will be entitled to any deposit User has paid. However, in no event will Vermont Lutheran Church be liable to User for any loss of profits or incidental, indirect, special, or consequential damages arising out of User's inability to use the above described premises, even if Vermont Lutheran Church 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 Vermont Lutheran Church.
13. Vermont Lutheran Church and User agree that any disputes arising under this agreement will be resolved via a mutually acceptable alternative dispute resolution process. If Vermont Lutheran Church 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

Date _____ Signature of Applicant _____

Name of Organization _____

Total monies collected from individual/organization using the facilities \$_____ (check) (cash)
 (Please make check payable to the Vermont Lutheran Church)

Approved _____ Date _____ Signature of Secretary _____

Disapproved _____ Date _____ Reason for Disapproval _____

Signature of Council President _____

Date _____

Received by _____ Date _____

VERMONT LUTHERAN CHURCH FACILITIES USE AGREEMENT

INFORMATION

Reservation - Please check the [Facility Availability Calendar](#) on our website for availability. You can request to reserve facilities by submitting to the Church Administration either a hard copy or electronic form prior to the requested date of use:

- Date Requested
- Beginning and Ending Times
- Copy of the completed [Facility Use Form](#)
- If alcohol is to be consumed at the event, a copy of the completed [Alcohol Policy Form](#) at least two months in advance of the event.

The Church Administration will review the calendar to ensure there are no schedule conflicts and notify the requestor as to approval or disapproval of the request. A copy of the approval will be provided to the designated "responsible individual" and the original will be maintained in church records.

Fees for use of facilities: As a non-profit organization, Vermont Lutheran Church is responsible for all costs of maintaining facilities (electricity, heat, janitorial, etc.) and as such must have users share these expenses. Free will offerings for the church's future ministry are welcome.

Handicap Accessible - All facilities of the church, to include the Sanctuary, the Fellowship Hall, the kitchen, the restrooms, and the Gathering Place allow for handicapped access. There is an elevator in the church proper and all buildings are barrier free.

FACILITIES

Our vision is that this property, with the enhancements we've done in and surrounding our Gathering Place, will be a community outreach opportunity for members and non-members to use the property for exercise or meditation on the trails, formal or informal gatherings on the patio, learning opportunities for young and old and a sense of pride in a job well done.

Church Sanctuary has a capacity of approximately 250 people, including access to the balcony with a child cry room.

Fellowship Hall and kitchen (church basement) has a capacity of approximately 125 people. Kitchen facilities are modern and include refrigerator/freezer, convection oven, conventional oven, microwave and range. Food preparation islands and dish washing facilities are also available.

Gathering Place (building adjacent to the church) can accommodate up to 64 people for a sit-down dinner and approximately 75 people for a meeting. This facility has a large gas log fireplace, keyboard, restroom and multiple lighting options, making it highly desirable for any type of meeting or gathering. The restroom can be accessed from outside the Gathering Place by exiting the back door and entering the bathroom door on the left. There are no cooking facilities but the use of the church kitchen can be coordinated to serve food. In addition, there is a large, flat screen TV in this building with a DVD player than can be integrated with a computer projection system. We request that the items in the storeroom in this building be untouched.

Patio

There is a large patio area on the east side of the Gathering Place. The patio area has tables, drinking water (in season), a grill, fire pit and nearby play equipment. The patio has electricity and tables and is available to reserve for groups of up to 99 people.

Fire Pit Rules & Information

Patio fire pit fires are forbidden when the DNR burn restriction is at a high, very high, or extreme condition. Please see the current condition on their website at <https://dnr.wisconsin.gov/newsroom/release/71886>

Due to the confirmed presence of EAB in Dane County and much of the state, the Wisconsin Department of Agriculture, Trade and Consumer Protection (WDATCP) has put the State of Wisconsin under quarantine. Exotic

and native forest pests such as *Agrilus planipennis* (emerald ash borer), *Anoplophora glabripennis* (Asian longhorned beetle), and others cause serious damage to urban and natural forests in the United States. These pests and many others disperse various distances through multiple pathways including the movement of firewood. Therefore it is a Dane County policy that residents cannot take firewood from Dane County to non-quarantine counties, and campers in parks within the county cannot carry leftover firewood home with them if they live outside of Dane County.

Certified firewood can be purchased for \$1 / log.

Additional Information

- [Dane County Parks Emerald Ash Borer website](https://parks-lwrd.countyofdane.com/about/EAB) - <https://parks-lwrd.countyofdane.com/about/EAB>
- [Firewood Regulations](https://datcp.wi.gov/Pages/Programs_Services/Firewood.aspx) (WDATCP) - https://datcp.wi.gov/Pages/Programs_Services/Firewood.aspx

Prairie and Woodland - The Legacy Prairie & Woodland was established in 2022 after many generous donations and plans to expand the cemetery. It is adjacent to the church, located in the Driftless Area (unglaciated area) of Dane County in the Town of Vermont. The property contains 115 acres of beautiful woodland with hiking trails winding throughout. Using green infrastructure practices the former farm fields were developed into 35 acres of prairies, minimizing erosion with the construction of retention ponds, preserving the 20 acres of wetland and portion of Vermont Creek that flows along highway 78, and managing the woodland to maximize its habitat for wildlife.

Property of the Church – Tables, chairs and other Church property are not to be loaned out.

**DAY OF THE EVENT
RULES/REGULATIONS**

1. The responsible individual for the group/organization must arrange for securing the key per access and returning the key upon completion of the event. Security of the building and the access keys will rest with the responsible individual/organization. Lock all doors when leaving.
2. It is expected that all utensils, dishes, etc. will be cleaned and returned to their proper storage after use.
3. All trash must be removed, tied and placed in the trashed cans outside the back exit to the kitchen.
4. If the floors look dirty, please sweep/vacuum the floors. If a janitor needs to clean up after your usage, you will be billed the custodian fee.
5. It is expected after use, all lights and fans will be turned, heat turned down and/or windows closed before exiting.
6. Any damage incurred to the buildings (Church, Fellowship Hall, kitchen, restrooms and/or the Gathering Place will be reported to the church secretary and will be the responsibility of the using individual and/or organization.
7. THERE IS NO SMOKING ON ALL PREMISES OF THE CHURCH.
8. PLEASE SEE ALCOHOL POLICY.
9. PLEASE SEE PRAIRIE AND WOODLAND POLICY.