

# Holy Cross Lutheran Church

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## Application and Agreement for One-Time Use of Sanctuary for a Wedding

Permission is hereby requested by \_\_\_\_\_ and \_\_\_\_\_,

*Name of Bride*

*Name of Groom*

(hereinafter collectively referred to as "User", which term shall also refer to and be binding upon User's agents, employees, guests, members and invitees) to use the Sanctuary at Holy Cross Lutheran Church (hereinafter called "the Church"), for the purpose of conducting a wedding. If granted, this Agreement is issued with the understanding that User will be responsible for adherence to the terms, conditions, rules and regulations set forth on the **reverse side** of this Application and Agreement. It is agreed that the Church, its employees, agents, members, directors and/or volunteers, shall not be liable for injury to persons or property occurring in or about the premises for any cause whatsoever. User will indemnify the Church for and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with injury to persons or property arising from or out of the use or occupancy of User of the Church's premises, or occasioned wholly or in part by any act or omission of User.

\_\_\_\_\_  
*Date*                      *Signature of Bride*

\_\_\_\_\_  
*Date*                      *Signature of Groom*

Date of Wedding: \_\_\_\_\_

Time of Ceremony: From \_\_\_\_\_ to \_\_\_\_\_

Date of Rehearsal: \_\_\_\_\_

Time of Rehearsal: From \_\_\_\_\_ to \_\_\_\_\_

Approximate Number of Guests: \_\_\_\_\_

Room Authorized for Use: \_\_\_\_\_ Sanctuary \_\_\_\_\_

Usage Rate: \$800 for a minimum of 4 hours (includes usage for both rehearsal and wedding); \$200 per hour after the first 4 hours

Amount of Security Deposit Required: \_\_\_\_\_ \$400 \_\_\_\_\_

TOTAL Cost (excluding Security Deposit): \_\_\_\_\_

Total Cost due by (date): \_\_\_\_\_

**Payment of the Security Deposit is required at the time this Agreement is signed.**

**All other payments (check, cash or money order) are due thirty (30) days before the event.**

**Payments made later than thirty (30) days prior to the event must be paid via cash or money order only.**

\_\_\_\_\_  
Print Name of Bride

\_\_\_\_\_  
Print Name of Groom

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

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

Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_

Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_

Cell Phone \_\_\_\_\_ Email \_\_\_\_\_

Cell Phone \_\_\_\_\_ Email \_\_\_\_\_

Date of Application: \_\_\_\_\_

HOLY CROSS LUTHERAN CHURCH

Date Security Deposit received: \_\_\_\_\_

By \_\_\_\_\_  
*Building Use Coordinator*

Date approved by Church: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**THIS APPLICATION AND AGREEMENT IS NOT VALID UNLESS IT IS SIGNED BY USER ON BOTH THE FRONT AND BACK OF THIS DOCUMENT**

1. **Security Deposit.** The Security Deposit must be paid at the time this Agreement is signed and will be cashed by the Church. The Security Deposit is required in order to reserve User's date on the Church's calendar. The Security Deposit will be refunded to User within thirty (30) days after the date of the wedding, provided the premises, facility and equipment are left in satisfactory condition as determined by the Church, and provided that the time of usage does not exceed the times agreed to herein. *The Security Deposit will be refunded in full if the Church is notified by User of cancellation of the wedding at least **thirty (30) days** prior to the ceremony.*

2. **Time of Usage.** The times stated in this Agreement are firm. The hours for which the Church is being utilized by the User encompass the *total* time involved, including any and all set-up, preparation, decorating, rehearsal, ceremony and clean up. **The 4-hour time period begins when the Building Use Coordinator is requested by the User to open the building.** Any overage of hours of use will result in the forfeiture of the Security Deposit.

3. **Decorations.** Any time used for decorating is considered part of the 4-hour usage period and will be calculated accordingly. If, however, User desires to decorate the Sanctuary during normal church office hours (Monday through Friday from 10 a.m. to 2:00 p.m.) and **if User obtains advance permission from the Building Use Coordinator** to confirm that there are no conflicting church functions, such decorating time will not be considered part of the 4-hour usage period. Decorations are allowed in the Sanctuary, subject to the following stipulations:

- (a) Pew bows may be attached with green floral tape only. Masking or cellophane tapes are prohibited.
- (b) The bell tables must remain in place. The choir chairs may be moved to the side.
- (c) Only a Unity Candle and a single floral arrangement may be placed on the altar. Additional decorations of any kind are prohibited.
- (d) No decorations are allowed on the communion rails.
- (e) There are stands available for flower arrangements, if desired.
- (f) Candelabras that are brought in to the church must use oil or wax candles. If wax candles are used, they must be dripless and plastic sheeting must be used to cover the floor.

4. **Piano, Organ, Microphones.** The Church's piano is available for use during the wedding. **The Church's organ may be used only by the current organist of Holy Cross Lutheran Church.** If another organist is desired, User must first secure permission from the current organist of Holy Cross Lutheran Church. A pocket microphone and unmovable microphones at the front of the Church are available for use during the wedding. There is no sound system available for recorded music. If User desires recorded music, User must provide a sound system at User's risk and expense.

5. **Rooms Available.** There is a room with an adjoining restroom available for the use of the bride and bridesmaids. There is also a room for the groom and groomsmen to utilize prior to the ceremony.

3. **Indemnification.** User's signature on this Agreement evidences the agreement of the User, User's agents, employees, guests and/or invitees, to indemnify and hold harmless the Church, its officers, agents, members, volunteers and/or employees, from any and all suits, demands, claims, complaints, causes of action, and/or actions of any kind, whether in law or in equity, asserted against the Church, its officers, agents, members, volunteers and/or employees, and arising in any way out of the User's utilization of the facilities, including but not limited to the payment of any judgment, award, compromise, settlement amount, litigation expenses, and reasonable attorney's fees incurred in the defense of any such action. User, User's agents, employees, guests and/or invitees, further agree to indemnify, defend and hold harmless the Church, its officers, agents, members, volunteers and/or employees, from any and all liability for injury, death or damage, including but not limited to bodily injury, personal injury, mental or emotional injury, or property damage, which may arise from any person using the Church, its entrances, exits and/or surrounding areas, regardless of whether such injury or damage results from the negligence of the Church, its officers, agents, members, volunteers or employees.

3. **Lawful Usage.** User agrees that the Church will not be used for unlawful purposes and that User will conduct activities that are orderly and lawful in nature. User will abide by all federal, state and local laws, ordinances and regulations and shall be liable all fines incurred due to the User's non-compliance with same.

4. **Original Condition.** User assumes responsibility for returning the Church to its original condition at the end of User's event.

5. **No Warranties Made.** The Church facilities and its chattels, utilities and equipment are provided "as is" and the Church makes no warranties, express or implied, relating to the condition of such facilities, chattels, utilities or equipment. The Church shall not be responsible nor held liable for any equipment or utility failure or any incidental or consequential damage as a result of such failure.

7. **Personal Property.** The Church assumes no responsibility for the personal property of the User. User assumes all risk and liability for the safekeeping of personal property, including but not limited to vehicles in the parking lot. The Church is not responsible for items left by members of the bridal party or guests.

8. **Supervision.** Adequate and appropriate adult supervision of persons under the age of eighteen (18) must be provided by User. User will also be responsible for the supervision of and actions by any of User's guests or invitees, regardless of age, and User agrees that all such persons will abide by the terms and conditions set forth in this Agreement. The Church will not assume any supervisory responsibilities related to User's activities while on the Church premises.

9. **Rules and Regulations.** The items listed within this paragraph constitute the Rules and Regulations of the Church. Failure of User or User's guests or invitees to abide by or comply with these terms shall result in the immediate termination of this Agreement.

- (a) **Smoking.** The use or sale of tobacco in any form is prohibited in all areas inside the building. Smoking outside will not be permitted within thirty (30) feet of the entrances to the building.
- (b) **Alcohol and Drugs.** The consumption, possession, distribution and/or sale of alcohol, intoxicants and/or controlled dangerous substances in any form is prohibited in all areas.
- (c) **Firearms.** The possession, sale or use of firearms, weapons or ammunition is prohibited in all areas.
- (d) **Parking.** Motor vehicles must be parked only in designated areas and no driving or parking is permitted on sidewalks or unpaved ground.
- (e) **Exits.** All exits which in any way serve the areas being used must be free of padlocks, chains or other obstructions.
- (f) **Flammable Materials.** Use of flammable materials, open flames, wax, paraffin candles, or other types of candles are prohibited in all areas.
- (g) **Food and Beverages.** The possession or consumption of any food or beverages in the Sanctuary and Nave is prohibited at all times.
- (h) **Kitchen Use.** The kitchen shall not be used for cooking or food preparation. Use of the kitchen shall be limited solely to warming food in the microwave, on the stove or in the oven and such use shall be monitored by the Church. On a space-available basis and at the Church's discretion, the User may put foodstuffs in the refrigerator or freezer. All items in the kitchen, including but not limited to, utensils, dishes and silverware, are for the sole use of the Church and may not be used or consumed by User.
- (i) **Capacity.** The Sanctuary has a seating capacity of 250 and the balcony seats 50. User agrees to monitor and comply with ordinance.

**User has read and agrees to comply with and be bound by all the terms and conditions set forth herein as evidenced by User's signature hereon.**

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Signature of Bride

\_\_\_\_\_  
Signature of Groom