FACILITIES RENTAL AGREEMENT

AND TERMS AND CONDITIONS OF USE

LATVIAN LUTHERAN CHURCH OF WASHINGTON, D.C.

400 HURLEY AVENUE

ROCKVILLE, MD 20850-3121

This Facilities Rental Agreement and Terms and Conditions of Use ("Agreement") is entered into this \_\_\_\_ day of 20 by and between the Latvian Lutheran Church of Washington, D.C. ("Church") and the individual named below ("Renter").

The Church desires to rent certain space within its premises at 400 Hurley Avenue, Rockville, MD 20850 (as described more fully below).

Renter desires to lease such space from the Church on the date and for the fees described below for purposes of sponsoring an event ("Event").

Church and Renter hereby agree as follows:

I. EVENT INFORMATION. .

Date of Event: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Start Time and Duration of Event: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Nature of Event: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Estimated # of Attendees:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Sponsoring Organization (if any): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Primary Contact Person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-Mail:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

II. FEES.

LIBRARY

 Capacity: 25 persons, at conference tables

 All rentals of Library include use of tables & chairs.

 Select applicable fee as follows:

 \_\_\_\_\_\_ LIBRARY (STANDARD USE): $50

LARGE HALL

Capacity: 250 persons, seated

175 persons, at tables

All rentals of Large Hall include use of tables & chairs

Select applicable fee as follows:

\_\_\_\_\_\_ HALL ONLY: $500

\_\_\_\_\_\_ HALL + MINIMAL KITCHEN USE\*: $550

\_\_\_\_\_\_ HALL + FULL KITCHEN USE\*\*: $650

\_\_\_\_\_\_ KITCHEN ONLY: $150

\*Minimal Kitchen Use includes use of counters for setup purposes, as well as refrigerator, microwave oven and coffee maker.

\*\*Full Kitchen Use includes use of counters for setup purposes, as well as refrigerator, microwave oven, coffee maker, electric range, dishwasher, and garbage disposal. Use of the Café is included.

In no circumstances may any of the Church's tablecloths, dishes, glasses, silverware, pots, pans, cooking utensils, vases, candleholders, etc. be used without prior permission of the Women's Auxiliary.

SMALL HALL

Capacity: 75 persons, seated

50 persons, at tables

All rentals of Small Hall include use of tables & chairs

Select applicable fee as follows:

\_\_\_\_\_\_ HALL ONLY: $150

\_\_\_\_\_\_ HALL + MINIMAL KITCHEN USE\*: $200

\_\_\_\_\_\_ HALL + FULL KITCHEN USE\*: $250

\*Minimal Kitchen Use includes use of counters for setup purposes, as well as refrigerator, microwave oven and coffee maker.

\*\*FuIl Kitchen Use includes use of counters for setup purposes, as well as refrigerator, microwave oven, coffee maker, electric range, dishwasher, and garbage disposal.

In no circumstances may any of the Church's tablecloths, dishes, glasses, silverware, pots, pans, cooking utensils, vases, candleholders, etc. be used without prior permission of the Women's Auxiliary.

STAGE (LARGE HALL ONLY)

Please select applicable fee(s):

 \_\_\_\_\_\_ Use of Stage, Lighting & Piano: $150

Includes minimal fixed lighting and use of piano for concert recital purposes only. Does not include the services of a stage manager. Piano may NOT be used to accompany social dancing. Any required tuning of the piano is the responsibility of the renter and must be coordinated in advance with the Church.

\_\_\_\_\_ Mandatory monitor/manager fee $ 100

At Renter's option, the Church will provide the services of a Stage Manager who will be present during the Event and will be responsible for active operation of the lighting panel and other reasonably necessary stage-related tasks.

TOTAL FEES

In consideration of the use of the above-described premises and items, Renter agrees to pay to Church the following:

$\_\_\_\_\_\_\_\_\_\_ (Total of fees selected above\*)

\*The Church, in its sole discretion, reserves the right to alter usage fees according to the requirements of special situations and to charge additional fees as needed for any damages or additional cleanup costs arising from or related to Event.

III. TERMS AND CONDITIONS.

1. Renter agrees that he/she will be on the premises for the duration of the Event and that he/she will use best efforts to ensure compliance by all attendees with the terms and conditions of this Agreement.
2. Full payment of all rental fees is due in advance of the Event. In the event of cancellation, a full refund will be provided upon ten (10) days notice prior to the Event. Any cancellation after such time will be subject to a twenty-five percent (25%) penalty of the total fees hereunder.
3. All Events must be scheduled to end such that all attendees have left the premises not later than 2:00 AM. A quiet departure is appreciated by the neighborhood and the Church.
4. Renter shall be responsible for all damages and/or losses arising from or relating to the Event, including but not limited to any acts or omissions of attendees of the Event.
5. Under no circumstances are alcoholic beverages to be sold on the Church premises.
6. Renter must ensure that order is maintained during the Event and that the Church premises are left in good condition upon complelion of the Event.
7. Renter agrees to be responsible for compliance with all applicable laws, codes, rules and regulations, to include fire lane and reserved parking restrictions, during the Event.
8. If the Kitchen is to be used, Renter agrees to the following:
9. Prior to use of the kitchen, Renter shall confirm that the kitchen and all appliances and accessories are clean and in working order. If any problems are discovered, Renter shall promptly notify the Church representative.
10. Any Church-owned table linens, towels. etc. used by Renter shall be returned within one (1) week of the Event cleaned and pressed.
11. If Renter has prior permission to use any Church-owned plates, utensils, glassware and other kitchen accessories, such items must be thoroughly washed after use and returned to their original locations. Pursuant to applicable health codes, all dishes and eating utensils must be washed in the dishwasher. Prior to placing items in the dishwasher, such items must be scraped and rinsed in the sink. Pots and pans are not to be washed in the dishwasher. These items are to be hand washed in the sink.
12. All ovens and refrigerators used during the Event must be cleaned both outside and inside.
13. All counters, tables and sinks are to be clean and wiped down after use.
14. The Church is only responsible for clean up of the floors and removal of trash after the Event. All other required cleaning to return the premises to the original condition is the responsibility of the Renter. The Church reserves the right to charge to Renter any additional cleaning fees, as determined by the Church.
15. THE CHURCH MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE CHURCH PREMISES LEASED HEREUNDER, INCLUDING THE CONDITION THEREOF, OR ANY RELATED GOODS AND/OR SERVICES. RENTER HEREBY ACKNOWLEDGES AND AGREES THAT SUCH PREMISES, GOODS, AND/OR SERVICES ARE PROVIDED ON AN "AS IS" BASIS AND THAT RENTER ASSUMES ALL RISK AND LIABILITY ASSOCIATED WITH THE LEASE AND USE OF SUCH PREMISES, GOODS AND/OR SERVICES.
16. Renter agrees to indemnify, defend and hold harmless the Church and its representatives from and against any and all claims by any third party including any losses, liabilities, costs and expenses (including attorneys' fees and court costs). associated with any such claims, which are based on or in any manner arise out of, or are related or incidental to this Agreement, including but not limited to the acts or omissions of Renter and any attendees of the Event (whether as guests, workers, or otherwise). If requested by the Church, Renter agrees to provide evidence of insurance coverage for the proposed activity and/or to name the Church as an additional insured under the Renter's policies for the proposed activity.
17. RENTER AGREES THAT THE TOTAL AGGREGATE LIABILITY OF THE CHURCH FOR ANY CLAIM ARISING UNDER THIS AGREEMENT SHALL NOT EXCEED THE RENTAL FEE PAID TO THE CHURCH BY THE RENTER, AND UNDER NO CIRCUMSTANCES SHALL THE CHURCH BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, STATUTORY, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, OF ANY KIND WHATSOEVER ARISING OUT OF ANY DISPUTE RELATED TO THIS AGREEMENT.
18. The church may, at its discretion, implement a church chaperone at a separate fee of thirty dollars ($30.00) per hour to be paid by Renter to the chaperone directly at the time of the event.

This Agreement constitutes the entire agreement between the parties with respect to its subject

matter. No amendment to this Agreement shall be valid unless in writing and signed by both

parties.

By signing below, Renter hereby agrees to abide by the terms and conditions of this Agreement.

RENTER CHURCH

Name (Print):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name (Print):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_