



601 E. Highway 260 • Payson, Az 85541

928-474-2552

[www.mountcross.org](http://www.mountcross.org)

### AGREEMENT FOR USE OF BUILDING

THIS AGREEMENT by **MOUNT CROSS LUTHERAN CHURCH**, 601 E. Highway 260, Payson, Arizona 85541, hereinafter referred to as Owner, and

\_\_\_\_\_, \_\_\_\_\_,  
(group name, hereinafter referred to as Renter) (address)

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, will take effect on the \_\_\_\_\_ day of \_\_\_\_\_,  
(city) (state) (zip) (month)

\_\_\_\_\_ for a period of \_\_\_\_\_ day(s) and \_\_\_\_\_ night(s).  
(year)

WHEREAS, Owner owns facilities located at the above address,

and WHEREAS, Renter desires to use: (Check box of area desired to reserve)

- Conference Center     Dormitory     West Sanctuary     Ponderosa Room

areas of the property for the purpose of \_\_\_\_\_, and

WHEREAS Owner has agreed to allow Renter to use the facilities provided that the following terms and conditions are met.

IT IS THEREFORE AGREED BY AND BETWEEN THE PARTIES:

1. **LEASED PREMISE:** Owner hereby agrees to let Renter use the described facilities during the date designated above.

2. **OWNER'S CONTACT:** \_\_\_\_\_ / \_\_\_\_\_ is the  
contact person for Owner. (printed name) (phone number)

3. **RENTER'S CONTACT:** \_\_\_\_\_ / \_\_\_\_\_ is the  
contact person for Renter. (printed name) (phone number)

4. **SANCTUARY/PONDEROSA ROOM:** \$200.00 per day for the use of this facility; as well as \$100.00 to cover custodial fees and \$100.00 for sound booth technician.

5. **DORMITORY FEES:** Renter agrees to pay Owner \$25.00 per person, per night, a minimum of 6 people is required.

6. **CONFERENCE CENTER FEES:** Renter agrees to pay \$87.50 per half day (4 hours or less), or \$175.00 per full day (4 + hours), dependent upon the length of use.

7. **KITCHEN FEES:** Renter agrees to pay \$25.00 per day if kitchen is used.

8. **DEPOSITS:** Deposits are payable to Mount Cross Lutheran Church, with the use date indicated on the memo line, in the applicable amount as follows:

\* \$175.00 for a full day or longer

\* \$87.50 for a 1/2 day

\* \$200.00 for use of Sanctuary/Ponderosa Room

is to be returned with this contract to hold reserved dates.

9. **ADDITIONAL FEES:**

\*the cost of any damages to the property.

\*the cost of an unusual amount of custodial work required after your group's departure.

\*in the event a plumber is necessary due to improper disposal of women's sanitary products or other non-flushable products, an additional fee will be assessed based on the plumbing charges.

\*in the event an "excessive" amount of electricity is used, that additional amount will be included in the final bill.

\*an additional \$100.00 will be charged should the dumpster be filled by your group and require an additional dump.

These items will be assessed and included in the final billing if necessary.

10. **GUIDELINES:** \_\_\_\_\_ (initial that Guidelines have been read)

Renter agrees to abide by the Guidelines for the use of the premises, which are viewable by accessing the church website: <http://www.mountcross.org>.

11. **LIABILITY INSURANCE:** Renter promises and warrants that it carries liability and medical insurance to cover the liability and medical payments exposures resulting from Renter's use of Owner's premises. Renter will have Owner named as an Additional Insured on Renter's policy and will provide a **Certificate of Insurance** to Owner showing Mount Cross Lutheran Church as an additional Insured. Additionally, we require the certificate to include "Premises liability payments of \$1,000,000.00 and medical payments of \$5,000.00 minimum."

12. **HOLD HARMLESS:** Renter agrees to hold harmless, indemnify and defend Owner (including Owner's agents, employees, and representatives) from any and all liability for injury or damages including, but not limited to, bodily injury, personal injury, emotional injury, or property damage which may result from any person using the above described premises, its entrances and exists, and surrounding areas, for Renter's purpose, regardless of whether such injury or damage results from the negligence of the Owner (including Owners agents, employees and representative) or otherwise.

13. **COVID-19:** The Coronavirus (COVID-19) has been declared a worldwide pandemic by the World Health Organization. Renter agrees to hold harmless, indemnify and defend Owner (including Owner's agents, employees, and representatives) for any and all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating to this Use Agreement for the above described premises. Renter understands and agrees that this release of liability includes any claims based on the actions, omission, or negligence of Owner, its employees, agents and representatives, whether COVID-19 infection occurs before, during, or after the use of the above described premises.

14. **INSPECTION:** Owner and Renter designated contacts agree to conduct a visual inspection of the premise, including entrances and exits, prior to such use, and warrant that the premise will be used only if it is in a safe and non-hazardous condition.

15. **CLEANING:** Except for use of the Sanctuary and Ponderosa Room, Renter agrees to be responsible for cleaning their portion of the used premise, including appropriate cleaning to protect against COVID-19, and to return the premise to the pre-use condition, including entrances and exits.

16. **CANCELLATION:** This agreement may be cancelled by Renter or Owner with 7 (seven) days written notice. Deposits will not be returned for cancellations by Renter less than 7 (seven) days. Owner reserves the right to cancel at anytime for emergencies and deposits will be fully refunded.

**OWNER: MOUNT CROSS LUTHERAN CHURCH**

Whose contact address/phone is:  
601 E. Highway 260  
Payson, Arizona 85541  
Phone: 928-474-2552

**BY:** \_\_\_\_\_  
(Signature of Owner Representative)

\_\_\_\_\_  
(Position title)

**BY:** \_\_\_\_\_  
(Signature of Renter Representative)

\_\_\_\_\_  
(Name of Organization)

\_\_\_\_\_  
(Position title)

Whose contact address/phone is:

\_\_\_\_\_

\_\_\_\_\_

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