

# 100 Twelve Oaks Dr., McCormick, SC 29835



## ARK Fellowship Facility, Kitchen, Bridge and Pavilion Rental Use Agreement

**The facilities are described as follows:** The ARK Fellowship Facility, Kitchen, Bridge and Pavilion are facilities within the Lutheran Church by The Lake (LCBTL), located at 100 Twelve Oaks Drive, McCormick, South Carolina, 29835. The ARK Fellowship Facility is attached to the LCBTL through a covered walkway. The Ark holds approximately 299 people with a kitchen which includes sinks, a commercial dishwasher, two electric ranges, microwave, refrigeration, and holding cabinets for hot foods. The Bridge is attached to the sanctuary part of the church separated by the narthex and can hold approximately 108 people. The Pavilion is located next to the Ark. These facilities can be rented separately or together.

This agreement by and between the LCBTL, 100 Twelve Oaks Drive, McCormick County, McCormick, South Carolina, 29835, and \_\_\_\_\_ (User's Name) and are for the period of \_\_\_\_ day of \_\_\_\_\_ (month) \_\_\_\_ (year) through \_\_\_\_ day of \_\_\_\_\_ (month) \_\_\_\_ (year).

User's contact information to include phone number, email, and address:

\_\_\_\_\_ (Phone Number)

\_\_\_\_\_ (Email Address)

\_\_\_\_\_ (Physical Address)

Copy of Driver's License or valid ID (military, state, etc.) on file with application. Date \_\_\_\_\_

The User is leasing the following facility(s) (Initial appropriate blocks):

\_\_\_\_ ARK Fellowship Facility

Group Category	Cost per 4 hours	Deposit	Certificate of Liability
LCBTL Member/Associate private event	\$65.00	\$100.00	Yes
Non-Member Individual/Group	\$125.00	\$100.00	Yes
501c3 Group	\$75.00	\$100.00	Yes
FOR PROFIT Business	\$150.00	\$100.00	Yes
LCBTL Church sponsored group/event	\$0	\$0	No

- Use of LCBTL Technology adds \$50.00 fee. Training must be pre-arranged with LCBTL trained representative.

\_\_\_\_ Kitchen Use Added to ARK Fellowship Facility (See Attachment 1, "Lutheran Church by the Lake Kitchen Use")

Group Category	Cost per hours	Scope of Use
LCBTL Member/Associate private event	\$25.00	Prep and Serve permitted
Non-Member Individual/Group	\$50.00 Caterer Required	Serve from Kitchen only
501c3 Group	\$50.00 Caterer Required	Serve from Kitchen only
FOR PROFIT Business	\$50.00 Caterer Required	Serve from Kitchen only
LCBTL Church sponsored group/event	\$0	Prep and Serve permitted

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- ❖ **Serve from Kitchen Only:** May use sinks, refrigerator, temperature-controlled cabinet and must be trained on kitchen use by LCBTL representative prior to the event. Responsible for clean-up, trash emptying, end of event check sheet.
- ❖ **Prep and Serve Permitted:** With kitchen training by LCBTL representative, may use all equipment, dishes. Responsible for clean-up, trash emptying, end of event check sheet.
- ❖ **Linens and Centerpieces:** Linens and Centerpieces for LCBTL Members and Groups/Events only unless special arrangements are made for group to rent at a negotiated rate.

## \_\_\_ Bridge for Business Meetings

Group Category	Cost per 4 hours	Refundable Deposit	Certificate of Liability
LCBTL Member/Associate private event	\$0	\$0	Yes
Non-Member Individual/Group	\$75.00	\$50.00	Yes
501c3 Group	\$35.00	\$50.00	Yes
FOR PROFIT Business	\$100.00	\$50.00	Yes
LCBTL Church sponsored group/event	\$0	\$0	No

## \_\_\_ Outdoor Pavilion with Access to Restrooms/Without Access to Restrooms

Group Category	Cost per 4 hours	Deposit	Certificate of Liability
LCBTL Member/Associate private event	\$0	\$0	Yes
Non-Member Individual/Group	\$40.00/\$25.00	\$50.00	Yes
501c3 Group	\$30.00/\$20.00	\$50.00	Yes
FOR PROFIT Business	\$75.00/\$50.00	\$50.00	Yes
LCBTL Church sponsored group/event	\$0	\$0	No

### LCBTL Controls:

- \* LCBTL Council approval required for all rentals.
- \* All rates and policies to be reviewed every two years.
- \* LCBTL may modify policies at will.

The User desires the use of this/these facility(s) for the purpose of:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ (Describe Purpose of Use).

Alcohol (beer and/or wine) to be consumed during use of facility(s): **Yes** \_\_\_ **No** \_\_\_

The LCBTL has agreed to allow the User to use the facility(s) provided that the following terms and conditions are met:

1. **Fee Agreement.** User agrees to pay the LCBTL \_\_\_\_\_ (amount) for use of the facilities "initialed above" at least one week in advance via a signed check payable to the LCBTL. The User agrees to abide by all the terms and conditions of use herein described in this ARK

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Fellowship Facility, Kitchen, Bridge and Pavilion Use Agreement and its attachments. **User's Initials \_\_\_\_\_.**

2. **Insurance (Initial appropriately).**

- a. **Liability Certificate of Insurance (For Organizational/Business).** The User agrees to provide a Liability Certificate of Insurance to the LCBTL at least ten (10) days in advance of the facility(s) use date with a limited minimum liability occurrence limit of \$1,000,000. The Liability Certificate of Insurance will cover and name the LCBTL as insured on the User's Policy with respect to the facility(s) marked above.

**User's Initials \_\_\_\_\_.**

- b. **Personal Liability Insurance Policy.** User agrees to provide the LCBTL at least ten (10) days in advance of the facility(s) use date, "evidence of liability insurance" for the temporary rental of the facility(s) with a limited minimum liability of \$1,000,000. **User's Initials \_\_\_\_\_.**

3. **Damage Misuse Deposit and Visual Inspection of the Facility(s).** User agrees to pay a damage/misuse deposit of \_\_\_\_\_ (**amount**) to the LCBTL. User agrees to be responsible for and return to the pre-use condition all areas of the facility(s) which the User will use, including entrances and exits and adhere to all Care and Cleaning Protocols herein described in the "*Care and Cleaning Protocols Check Sheet*" in **Attachment 2**. The damage/misuse deposit will be returned to the User by the LCBTL following inspection of the facility(s) if the facility(s) meets the described Care and Cleaning Protocols. Failure to comply with the Care and Cleaning Protocols will result in forfeiture of the damage/misuse deposit and if damage is assessed as greater than the damage/misuse deposit, the User will be billed by the LCBTL for the full amount of damage/misuse. Damages/misuse must be disclosed by the LCBTL to the User in an itemized list of damage/misuse with cost(s) of repairs. The User will have sixty (60) days to settle the cost(s). User agrees to conduct a visual inspection of the facility(s), including entrances and exits, prior to each use, and warrants that the facility(s) will be used only if in a safe condition. If an unsafe condition is identified, User agrees to bring it to the LCBTL's attention prior to use of the facility(s). **User's Initials \_\_\_\_\_.**

4. **Smoking.** User agrees that smoking is prohibited in all facility(s) and will ensure that all participants under the User's care are aware of and adhere to the policy. **User's Initials \_\_\_\_\_.**

5. **Unlawful Purpose(s).** User agrees that it will not use the facility(s) for any purpose that is unlawful and will abide by the rules and regulations herein described in this agreement. **User's Initials \_\_\_\_\_.**

6. **Alcohol.** If alcohol is to be consumed during use of facility(s), User agrees to obtain LCBTL Church Council permission/approval in writing for use of alcohol during the use of the facility(s). In addition, alcohol must be covered in the User's Organizational/Business Liability Certificate of Insurance or Personal Liability Insurance Policy. Alcohol is limited to beer and/or wine only. Whenever alcohol is served, non-alcoholic alternatives must always be offered with equal attractiveness and accessibility. Food must be served when alcohol is present, and the serving of alcoholic beverages should conclude well before guests are scheduled to leave the LCBTL facility(s). No alcohol sales on LCBTL premises/property are permitted. The use of alcohol by a minor is strictly prohibited. Whenever alcohol is present, it must be monitored and those

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showing signs of intoxication, must not be served. The User (Organization/Business/Person) must also assume responsibility for those persons(s) who appear to be intoxicated and must provide alternative transportation for anyone whose capacity to drive may be impaired. The User agrees to follow the "LCBTL Alcohol Consumption Policy" as described in **Attachment 3** in use of the LCBTL facility(s). **User's Initials** \_\_\_\_.

- 7. **Hold Harmless Agreement.** User agrees to hold harmless, indemnify and defend the LCBTL (including LCBTL pastoral employees, church council, and any other LCBTL members) from any and all liability for injury or damage including, but not limited to, illness, exposure to infectious/communicable disease, bodily injury, personal injury, emotional injury, or property damage which may result from any person using the above described facility(s), its entrance and exits, and surrounding LCBTL grounds, for User's purposes, regardless of whether such injury or damage results from the negligence of the LCBTL (including LCBTL pastoral employees, church council, and any other LCBTL member) or otherwise. **User's Initials** \_\_\_\_.
- 8. **Disputes.** The LCBTL and User agree that any disputes arising from this agreement will attempt to be resolved between the two parties. If the LCBTL and User cannot mutually reach resolution between the two parties, the LCBTL and User agree to find a mutually acceptable alternative dispute resolution process to help resolve the dispute. **User's Initials** \_\_\_\_.
- 9. **Cancellation.** This agreement may be cancelled unilaterally by either party forty-eight (48) hours in advance of the use of the facility(s). After 48 hours, the User will forfeit the Damage/Misuse Deposit. If the LCBTL cancels this agreement, all funds will be returned to the User. **User's Initials** \_\_\_\_.

Deposit of \_\_\_\_\_ dollars received.

Insurance papers received \_\_\_\_\_ (LCBTL initials).

Dated \_\_\_\_ day of \_\_\_\_\_ (month) \_\_\_\_\_ (year).

LCBTL

\_\_\_\_\_ (Signature)

\_\_\_\_\_ (LCBTL Title)

User

\_\_\_\_\_ (Signature)

\_\_\_\_\_ (Position/Title)

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Lutheran Church by the Lake (LCBTL) KITCHEN USE – Attachment 1

*(To be completed by any group using the LCBTL ARK Kitchen for EACH use.)*

Person making request to use kitchen: \_\_\_\_\_

Group Represented: \_\_\_\_\_

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

This person has received LCBTL Kitchen Training: Yes \_\_\_\_\_ Date: \_\_\_\_\_ No: \_\_\_\_\_

(If training has not been completed, contact Pat Bryant: 864-602-9521)

**CATERED EVENT:**

(Groups outside LCBTL MUST use a SCDHEC Permitted Caterer)

All ARK RENTAL FORMS On FILE at LCBTL: Yes: \_\_\_\_\_ Date: \_\_\_\_\_

Deposit Received: Yes: \_\_\_\_\_ Amount: \_\_\_\_\_ Date: \_\_\_\_\_

Who is providing the food?

Name of Caterer: \_\_\_\_\_ Phone: \_\_\_\_\_

Caterer CURRENT SDHEC Food Permit on file at LCBTL (required): YES: \_\_\_\_\_ DATE \_\_\_\_\_

Expiration Date of Permit: \_\_\_\_\_

Kitchen Equipment to be used:

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

Person Responsible for Clean-Up and Post Event Check Sheet:

\_\_\_\_\_

Checklist returned to LCBTL Office and Deposit Return Processed: YES \_\_\_\_\_ Date \_\_\_\_\_

**LCBTL INSIDE GROUP:**

Group: \_\_\_\_\_

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

Name of Kitchen Safety Trained Person to be in Attendance:

\_\_\_\_\_

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

Plan for Food Prep:

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Types of Food Being Served:

Temperature Controlled for safety: YES: \_\_\_\_\_ No: \_\_\_\_\_

NON-Temperature Controlled: (cookies, brownies, cakes): YES: \_\_\_\_\_ No: \_\_\_\_\_

Kitchen Equipment to be used:

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Serving Plan: (Self - Serve Strongly Discouraged)

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Person Responsible for Clean-Up and Post Event Check Sheet:

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Checklist Completed and returned to LCBTL Office Yes: \_\_\_\_\_ Date: \_\_\_\_\_

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**Care and Cleaning Protocols Check Sheet – Attachment 2**

Below are the ARK Fellowship Facility, Kitchen, Bridge and Pavilion Care and Cleaning Protocols to be adhered to (please initial those in the facility(s) applicable where completed):

**Ark Rental:**

\_\_\_ All tables and chairs have been cleaned. Table and chairs have been configured with 16 tables each and four (4) chairs.

\_\_\_ Long tables, additional round tables, and additional chairs if used have been neatly replaced in storage closet.

\_\_\_ Thermostats have *not* been adjusted.

\_\_\_ Extension cords, A/V equipment, etc. all returned to proper place.

\_\_\_ Carpet has been vacuumed and tile (bare) floors have been mopped (using vacuum and/or mops found in janitorial closet. Spills have been treated with spray on cart near kitchen window. "Folex"

\_\_\_ Bathrooms - all toilets are flushed, faucets are turned off, and countertops wiped.

\_\_\_ Lights - ARK and bathroom lights are on motion sensor (no action required). Hall lights have been turned off.

\_\_\_ Doors - when leaving, all doors have been placed in locked position on the panic bars.

\_\_\_ **Damages/Misuse (initial one of the below).**

\_\_\_ **There was no Damage/Misuse identified.**

\_\_\_ **There was Damage/Misuse identified and it is described as follows:**

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**Kitchen Rental:**

\_\_\_ Dishwasher – Dishwasher has been emptied, drained (instructions near dishwasher), and turned off. All dishes have been washed and stored.

\_\_\_ Sinks – All sinks are clean, and strainers emptied.

\_\_\_ Stoves – Stove tops have been wiped off and turned off.

\_\_\_ Hood Ventilation and Lights – Turned off over range food ventilation and lights.

\_\_\_ Holding Cabinets – Closed and turned off holding cabinets

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\_\_\_ Water Tray – Water tray in holding cabinet (at bottom) has been emptied, dried, and replaced.

\_\_\_ Refrigerator – All leftovers have been disposed of and refrigerator and freezer doors closed securely.

\_\_\_ Countertops – All counters have been wiped and cleaned with disinfectant.

\_\_\_ Floor – Kitchen floor has been swept, followed by mopping.

\_\_\_ Towels and rags for cleaning purposed will be provided by the LCBTL. All wet towels and rags following use will be placed in bucket lined with garbage bags to be laundered by the LCBTL.

\_\_\_ Lights – Kitchen lights are on motion sensor (no action required). Hall lights have been turned off.

**Damages/Misuse (initial one of the below).**

\_\_\_ **There was no Damage/Misuse identified.**

\_\_\_ **There was Damage/Misuse identified and it is described as follows:**

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**Bridge Rental:**

\_\_\_ All tables and chairs have been cleaned. Table and chairs have been configured according to arrangement when users arrived for set-up.

\_\_\_ Long tables, additional round tables, and additional chairs if used have been neatly replaced in storage closet.

\_\_\_ Thermostats have not been adjusted.

\_\_\_ Carpet has been vacuumed (using vacuum and/or mops found in janitorial closet).

\_\_\_ Bathrooms - all toilets are flushed, faucets are turned off, and countertops wiped.

\_\_\_ Lights – Bridge, Narthex, hallway and back door foyer lights are all manually controlled and have been turned off.

\_\_\_ Doors - when leaving, all doors have been placed in locked position on the panic bars and are securely latched.

**Damages/Misuse (initial one of the below).**

\_\_\_ **There was no Damage/Misuse identified.**

\_\_\_ **There was Damage/Misuse identified and it is described as follows:**

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**Pavilion With/Without Restroom Access Rental:**

\_\_\_ Picnic tables are returned to original position.

\_\_\_ Lawn is cleared of debris.

\_\_\_ Entire area to include patio, tables, and driveway are hosed off using the spigot located on the ARK behind the trash cans.

\_\_\_ If the Pavilion is rented with access to restrooms in the ARK, all lights are turned off, all toilets flushed, all counters wiped, all faucets turned off. All doors are locked with panic bar in correct "locked" position.

\_\_\_ **Damages/Misuse (initial one of the below).**

\_\_\_ **There was no Damage/Misuse identified.**

\_\_\_ **There was Damage/Misuse identified and it is described as follows:**

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### **Lutheran Church by The Lake (LCBTL) Alcohol Policy – Attachment 3**

The LCBTL provides a safe and welcoming environment for all people providing opportunities for people to come together to socialize. The following rules apply regarding the use of alcohol:

1. The individual, group, organization, or business sponsoring the activity or event at the LCBTL ARK, Bridge, and Pavilion at which alcoholic beverages are to be served/consumed must have permission/approval from the LCBTL Church Council at least ten (10) days prior to the activity/event. The individual, group, organization or business sponsoring the activity or event at the LCBTL ARK, Bridge, and Pavilion must provide liability insurance.
2. The serving/consumption of alcoholic beverages at the sponsored activity or event should not be publicized as an attraction of the activity or event.
3. Alcohol in the form of beer and/or wine are the only permitted alcoholic beverages for activities or events held at the LCBTL ARK, Bridge and Pavilion.
4. All applicable federal, state, and local laws should be obeyed to include those governing the use of alcoholic beverages. The use of alcohol by a minor is strictly prohibited. Every effort should be made to check age and identification as appropriate at all functions.
5. Alcoholic beverages with alcohol must be clearly labeled as such.
6. No alcohol sales are permitted at the LCBTL.
7. Whenever alcohol is served, non-alcoholic alternatives must always be offered with equal attractiveness and accessibility.
8. Food must be served when alcohol is present, and the serving of alcoholic beverages should conclude well before guests are scheduled to leave the LCBTL ARK, Bridge and Pavilion.
9. Whenever alcohol is present, it must be monitored by an adult who is not consuming alcohol and those showing signs of intoxication, must not be served.
10. The individual, group, organization, or business sponsoring the activity or event must assume responsibility for those persons(s) who appear to be intoxicated and must provide alternative transportation for anyone whose capacity to drive may be impaired.