

## **AGREEMENT FOR THE USE OF CHURCH BUILDING, PROPERTY AND EQUIPMENT**

The Church Council reserves the right to restrict the use of the church. The facilities and equipment of Trinity Evangelical Lutheran Church (Trinity) exist to serve the mission and ministry of this congregation. The worship and program events sponsored by this congregation shall have first priority for the use of the facilities and equipment owned by this congregation. This facility is, first and foremost, a house of worship and a tool for ministry.

The facilities of Trinity may be used by persons or organizations other than those officially sponsored by this church when goals and values are consistent with those of the congregation. A nominal fee for such use will be charged. In order to reserve space, a usage request form must be completed and submitted to the church office and approved by the Resource Board or Church Council. If approval has been given for use of a resource, and a church function must supercede that use, the Resource Board or Church Council reserves the right to cancel that reservation or offer an alternate resource. If a cancellation is necessary and a fee has been paid, the fee will be refunded.

### **Personal Use by Church Members and Non-profit Organizations**

Any church member may use the church for personal activities. When such use occurs, the following expectations must be observed:

- Coordinate the use with the church secretary.
- Ensure that the area used is returned to the same condition as it was found, to include empty waste baskets, return tables and chairs to where they were found, clean up any spills, wash dishes, replace anything belonging to the church that was consumed and notify the secretary if anything was broken.
- Turn off lights and lock outside doors prior to leaving the church.

Members and non-profit organizations may request custodial assistance for their activity. They will be expected to pay for this time at \$20.00 per hour. This fee shall be paid directly to the custodian.

### **Non-member, For-profit and Fee-charging Organizations Use Policy**

Non-members and organizations that charge fees to take part in activities that are hosted at Trinity will be expected to pay for the use of the facility. Non-members may request to use the church facilities. Such use might include an anniversary party or a family reunion.

Any activity that requires setup prior to use by Trinity, or clean up after the activity must pay a custodial fee of \$20.00 per hour. Such fees will be charged to the organization after the activity is held. Damages to Trinity will also be charged according to the cost of the repair. A use fee will also be charged as follows:

- Any event that does not include the use of the kitchen will pay a flat fee of \$20.00.
- Any event that requires the use of the kitchen will pay according to the following scale:
  - \$25.00 for groups less than 50 people.
  - \$50.00 for groups larger than 50 but less than 100
- Groups larger than 100 people will need to make a written request to the Church Council for the use of the church.
- Any group or person that requires the use of the church and kitchen must also agree to pay for a custodian or sign an agreement to do their own custodial work.

All for-profit activities also have the following expectations:

- Coordinate the use with the church secretary.
- Ensure that the area used is returned to the same condition as it was found, to include empty waste baskets, return tables and chairs to where they were found, clean up any spills, wash dishes, replace anything belonging to Trinity that was consumed and notify the secretary if anything was broken.
- Turn off lights and lock outside doors prior to leaving the church

All persons or groups wishing to use keyed facilities during times when that building is not normally open, must obtain in advance a numbered key from the church office. Such keys will be signed out to one person only and shall not be re-assigned to someone else without the prior consent of authorized Trinity leadership or personnel. The church office will keep a record of numbered keys and those to whom they are assigned. Occasional and one time users are required to return keys to the church office upon completion of the event and make sure all outside doors are locked before leaving the premises. Repeat users may retain the key assigned for the duration of their usage.

**NOTE:** At no time may keys to any of Trinity's facilities be duplicated by anyone other than authorized Trinity personnel.

The use of alcoholic beverages or illegal substances is not permitted in the buildings or on the grounds of the church **at any time**. Smoking will be allowed in **designated areas only**. The designated area is outside the west door of the building.

### **Supervision of Children and Youth**

When children are in attendance, they must be under the control of their parents or adults at all time and are not permitted to roam freely on church property ( inside as well as outside ). Running through the building is not permitted.

Trinity has adopted the policy of Safe Sanctuaries for children and youth. All users of the facility are expected to follow the guidelines of this policy including the following:

- No fewer than two adults must be present at all times during the program or event involving children.
- Supervising adults must be 18 or older and must be at least 5 years older than the children with whom they are working.
- Suggested children to adult ratio is 8 to 1.

### **Telephone**

The telephone is for the use of church business or emergencies only.

### **Security**

- All doors must be locked after each event. All doors need to be checked before leaving as well as all lights turned off. **( Do not prop doors open )** .
- Groups using the building should share responsibility for security, particularly if they are the last group to use the building that day.
- Emergency numbers will be posted or made available for quick access.

Any damages to the facility and equipment will be the responsibility of the user or user organization. Damage is to be reported to the church office.

Violation of this policy will be grounds for cancellation of any in-place agreement and/or refusal of approval of any future agreements. The Resource Board or Church Council reserves the right to review the facility request at any time for continued use or cancellation.

At the conclusion of the event, the attached checklist is to be used to return the facility to its proper condition.

### **Indemnification**

User agrees to indemnify, defend and hold harmless Trinity, its officers, employees, agents, members and assigns from and against, and to pay Trinity upon demand the amount of, any suits, claims, complaints, damages, judgments, penalties, fines, losses, costs and expenses ( including legal expenses and court costs ) of whatsoever kind and nature, imposed upon, incurred by, or asserted against Trinity in any way related to or arising from the execution, enforcement, or performance of this Agreement or User's use of the Facilities. User's duty to indemnify, defend, and hold harmless Trinity pursuant to this Indemnification includes, but is not limited to, claims related to or arising from bodily injury or death or from damage to property and the loss of use resulting from such damage, regardless of whether such injury, death or damage occurs to individuals or property owned by individuals who are participants in User's events and activities and regardless of whether such injury, death, or damage was caused in whole or in part by any act or omission of Trinity.

**APPROVED BY COUNCIL 02/17/2009**