

Central Lutheran Church Property Use Agreement and Release Form

Adopted By Congregation Council, July 11, 2022

Central Lutheran Church's primary purpose is to carry on the mission and ministry of the congregation. It has a desire to serve as an outreach to the community. So that church members and outside groups can enjoy our facility, we ask that you follow this guide and sign and return the Property Use Agreement and Release Form. A copy of the approved form will be returned to you.

Requests for building use are managed through the church office. No commitment for use is finalized until the Use Agreement has been approved by the designated congregation representative. Our first priority is to congregation needs. Priority is then given to nonprofit groups supported by church and then other nonprofit organizations. Use of Central's facilities is limited to **non-profit** groups.

Approval for the use of the grounds and/or facilities of Central Lutheran Church does not constitute or imply endorsement of a group, their mission, or positions. Approved groups are not to advertise the event in such a way as to imply endorsement by the congregation. No activities or advocacy may take place within the buildings or grounds that conflict with the practices of this congregation and the ELCA.

Groups using Central Lutheran Church's facilities understand and agree that this Property Use Agreement does not establish an employer-employee relationship between the group using the facilities and Central Lutheran Church, that the group's event is neither a conducted event nor a sponsored event of the church. It is also understood that the church will not exercise any physical or other control over the operation of the event other than those spelled out in this Property Use Agreement. In addition, groups understand that Central Lutheran Church is not providing any supervision by this agreement.

STEPS TO FACILITY USE SCHEDULING

1. Obtain and complete a Property Use Agreement and Release Form from the church office.
2. Attach additional useful information to help determine if your group can be accommodated.
3. Return the Property Use Agreement and Release Form to the church office and you will be notified whether it is approved or not approved.

RULES AND REGULATIONS

1. **EMERGENCY SCHEDULING CONFLICTS** The congregation reserves the right to pre-empt any facility use, as in the case of a funeral. Notice will be provided as early as possible.
2. **SCHEDULE** Events will not interfere with normal church activities. No events will be scheduled Sundays prior to 1:00 pm. (Exceptions for members may apply.)
3. **CHURCH PROPERTY** Church property will not be loaned, borrowed, or removed from church premises without prior permission from the church office. Church property such as chairs, tables, tablecloths, etc. may be used when using the facility under the rules herein.
4. **CUSTODIAL SERVICES** Basic Custodial Services may be required. See fee schedule.
5. **FACILITY CARE** The areas used, must be left clean and orderly with furniture and property returned to its designated place. If not, custodial fees may be charged.
6. **KEYS** Keys can only be checked out by the Responsible/Contact Person listed on the Property Use Agreement, who must show a valid ID. Key checkout must be arranged prior to your event. (The Church Office hours are 9:00 a.m. – 4:00 p.m. Monday, Wednesday, and Thursday.) Keys may not be marked as to associate it with our building, nor may keys be copied. Keys must be returned to the church office within two days after use of the facility.
7. **KITCHEN** The kitchen must be left clean and orderly. Trash must be bagged and placed in the designated location. Church supplies are not to be used except by church sponsored activities.
8. **PIANO/ORGAN** Permission to use or move a piano or the organ must be granted by the Pastor or Music Coordinator. If a piano is moved without permission, your group will pay to have it tuned.
9. **SANCTUARY SOUND SYSTEM** The Sanctuary sound system is available for use upon request. It must be operated by trained members of the congregation or by pre-approved individuals. No other equipment may be attached to the church sound system without prior approval.
10. **NO WEAPONS, SMOKING, VAPING, ALCOHOL OR DRUG USE** No weapons will be used or displayed on church property. Alcohol or drug use is not allowed anywhere on the property.
11. **BUILDING USE** Group members are not allowed in parts of the buildings outside of spaces designated by this agreement. Groups must ensure that all event participants leave the building after the event. Groups must turn off lights, close windows and turn off/reset thermostats. As applicable, if a key is provided, the group will be responsible for locking the room/building.

12. **NO GAMES OF CHANCE** Gambling or bingo on the church premises is strictly prohibited.
13. **SUPERVISION OF CHILDREN AND YOUTH** The congregation seeks to provide a safe environment for children and youth. Groups are expected to follow these guidelines:
 - At least two adults must be present at all times during any program or event involving children.
 - Adult supervision is required inside and outside the church property including the parking lot.
 - Children of group members must stay with the group or under adult supervision.
14. **NURSERY USE** Our safety standards require that two nursery care providers must be present to operate the nursery. At least one caregiver must be at minimum, eighteen years of age.
15. **FOOD AND DRINK** Only bottled water is allowed in the Sanctuary. Groups are responsible for cleaning up after each use, both inside and outside. If a caterer is used, they must furnish all equipment (e.g., dishes, silver, tablecloths, etc.) and remove immediately after the event. Storing of catering equipment is not allowed. No leftover food or drink is to be left in the building.
16. **DECORATIONS** Decorations must be approved prior to use. If allowed, they must be attached in ways that will not damage surfaces. Decorations must be removed immediately and completely following the event. Church decor may not be removed or changed without prior approval.
17. **STORAGE** Groups cannot store supplies at the church without prior approval.
18. **BREAKAGE** Groups are expected to exercise reasonable care and judgment to prevent defacement, damage or breakage. The person(s) signing the application is responsible for paying costs incurred by the church in cleaning, repairing, etc. any part of the building and/or its furnishings which the congregation deems to have been carelessly or irresponsibly damaged.
19. **NO PETS** No pets are allowed in the church building, with the exception of service animals.
20. **REPORTING** Report any accidents, breakage, and/or needed repairs.
21. **SECURITY** Groups are to pay close attention to personal property and valuables, not leaving them unattended. The congregation is not responsible for theft or damage to personal property.
22. **HOST** If deemed necessary, a host representing Central Lutheran may be assigned.
23. **REFERENCES** References may be requested and required.
24. **ENTERING AND EXITING THE BUILDING** Enter and exit the building only through the assigned door(s). No doors may be propped open.
25. **CERTIFICATE OF INSURANCE** Non-church groups may be required to provide certificates of insurance naming Central Lutheran Church as additional insured. Certificates must be turned in to the church office a week before first use. For continuing usage, the form should be renewed annually.
26. **FINAL DECISIONS** In case of doubt or uncertainty about the application or interpretation of these regulations, or in the customary practices not specifically stated, the Congregation Council or their delegated representative shall decide the matter and all individuals and groups shall abide by the Congregation Council's directions or forfeit the use of any part of the facility immediately.

FEE SCHEDULE

Room	Congregation Members	Non-profit Groups	
		1 - 2 Hours	3+ hours
Fellowship Hall	donation	\$50	\$50
Fellowship Hall & Kitchen	donation	\$100	\$200
Friendship Room	donation	\$25	\$25
Library	donation	\$20	\$20
Sanctuary	donation	\$200	\$200
Nursery	donation	\$20	\$20
Additional Fees			
Security/Key Deposit			\$100
Additional Custodian	\$25 per hour		\$25 per hour
Host			\$15 per hour

PROPERTY USE AGREEMENT and RELEASE FORM for Central Lutheran Church

Name of Group/Event : _____

Responsible/Contact Person: _____

Mailing Address: _____

Cell Phone: _____ Day Phone: _____

Email: _____

Groups meeting on a regular basis please provide a second contact person:

Name: _____

Cell Phone: _____ *Email:* _____

Date(s) Requested: _____ Start Time: _____ End Time: _____

Frequency: One Time Only , Weekly , Monthly , Other _____

Day(s): Sunday , Monday , Tuesday , Wednesday , Thursday , Friday , Saturday

Organization's Purpose: _____

Type of Group: Non-profit , For Profit Nonprofit Tax ID Number (if applicable): _____

Number of participants: _____

Describe the type of event you will be bringing to our facility. _____

Will tickets be sold, or fee charged for your event? No , Yes , prices or the fee: _____

If yes, how will the net proceeds be used? _____

Please provide a reference: _____

Phone # _____

Rooms Requested (capacity):

Sanctuary (200)

Friendship Room (25)

Library (12)

Nursery (10)

Kitchen

Fellowship Hall (125)

Other (list: _____)

Will food or drink be consumed? yes , no

Special needs or requests: _____

Equipment Requests:

TV/DVD

Projector

Screen

Podium

Chairs # _____

Round Tables # _____

Rectangular Tables # _____

Sound System

Kitchen Appliances

Coffee Maker

Piano

Organ

Release and Indemnity Agreement

This Release and Indemnity Agreement is between _____
(organization or individual) and Central Lutheran Church (for use of the property describe above for meetings and other activities.)

NOW, THEREFORE, in consideration of Central Lutheran Church permitting the organization or individual(s) to use the property described herein, the organization or individual(s) agree(s) as follows:

Organization or individual(s) hereby indemnify, hold harmless, releases, and discharges Central Lutheran Church and its administrator, directors, agents, officers, members, volunteers, and/or employees, from any and all liability, claims, demands, losses, or damages arising out of the use of the property. It is the intention of the parties that the indemnity provided for by this agreement provides for indemnity to the fullest extent provided for by law.

Acceptance Of Responsibility

I/We agree to be responsible for the conduct of those coming to or participating in the activity for which this application is being made, and for any damage beyond normal wear and tear which may occur as a result of this activity. I/We will remove all signs posted by my/our group after the meeting has ended. I/We further agree that the church property will be used in accordance with the Rules and Regulations of the congregation (a copy Property Use Resources including the Rules has been received) and I/We hereby consent to the Release and Indemnity Agreement.

Name of Organization: _____

Signature of Responsible Person*: _____

Printed Name of Responsible Person* : _____

Title: _____

Date: _____

**Must be the same Responsible/Contact Person listed on page 4.*

PLEASE NOTE: Any Church function will take precedence over non-church function. We cannot promise the facilities to any non-church affiliated group for a specific date, for an extended period of time. Non-Church affiliated activities may need to be rescheduled or cancelled if there is a conflict with a church function.

Church Use Only	
Request Approved <input type="checkbox"/>	Request Denied <input type="checkbox"/>
Fee: \$ _____, Deposit: \$ _____, Deposit Paid on _____	
Signature: _____	
Date: _____	