

ST. THOMAS LUTHERAN CHURCH FACILITIES USE POLICY

17007 Q Street
Omaha, NE 68135-1523
402-894-2040

I. General Policy

St. Thomas Lutheran Church (the “Church”) encourages the utilization and sharing of its buildings and grounds (“Facilities”), while maintaining a responsible stewardship over those Facilities in a way consistent with its Mission Statement. The Church considers its Facilities to be God's facilities which should be used accordingly. The intent of this policy is not to hinder use of the Facilities, but to encourage their full use while guarding against misuse and abuse.

The Church Council delegates to the Administrative Manager of St. Thomas Lutheran Church (STLC) and/or the Executive Council (“Administrator”) the determination of the use of the Facilities in accordance with this policy.

The Administrator will submit a copy of the Facilities Use Application (“Application”) to each Church member, non-member, group or organization requesting the use of the Facilities (collectively “Users”). Upon execution of the Application by the Church and receipt of the required deposit, the application shall become a binding contract.

This policy, including the listing of user fees, is to be reviewed and updated by the Church Council annually, or as otherwise deemed necessary.

Nothing in this Policy is intended to apply to use of the Facilities in conjunction with on-going regular and normal Church activities. Every attempt will be made to give preference to Church members and Church groups for the use of the Facilities as may be requested beyond those regular and normal Church activities.

II. Facilities Use Guidelines

1. The use of the Facilities by any person, group or organization must be for a lawful and non-discriminatory purpose, in furtherance of the ecumenical purpose of the Church, as stated in the Church Constitution and By-Laws, and in concert with the Church's Mission Statement.
2. Violation of the STLC Facility Use Policy can result in the immediate cancellation of an event without the refunding of fees.
3. An Application must be completed requesting the use of the Facilities. The Application shall include all information about the nature of the requesting group and the proposed event. It must include the name(s), addresses and contact information of the responsible and liable parties. The application shall also include the dates and times of the event, the required rooms or grounds needed and any additional materials or services needed by the renting group. No reservations will be considered or dates confirmed or entered on the Church master calendar until the required deposit and appropriate fees have been paid and the Application (contract) is signed and accepted by the Administrator.

4. Groups and organizations of the Church may use the Facilities for Church related functions at no charge, subject to availability.
5. Subject to availability, members of the Church may request the use of the Facilities for non-Church related activities at the fees set forth in this document.
6. Groups, Organizations or Independent Entities not related to the Church may apply to the Administrator for use of the Facilities.
7. On-going or regularly scheduled uses of the Facilities by any User will require approval of the Administrator. Long term contractual commitments that exceed one year for the use of the Facilities must be submitted to the Administrator for approval annually.
8. Anyone requesting use of the Facilities shall notify the Administrator of their desire to utilize the Facilities at least 2 weeks, but no more than 12 months, prior to the requested use. They must comply with the terms of this Policy, complete the Application and submit it to the Administrator. Upon receipt of the required deposit and the appropriate fees, approval and acceptance of the Application, the requested date will be added to the Church master calendar and the User notified.
9. Posted occupancy sign specifications must be strictly observed and if violations occur the event is subject to being immediately cancelled without refund of fees.

III. User Fees

The following user fees and other requirements are intended to encourage good stewardship of the Facilities and to ensure those Facilities are used and maintained properly. The following user fees will be evaluated on a yearly basis and adjusted accordingly.

1. Schedule of Fees

The below fees will include available tables & chairs. Other Event materials and/or equipment may be made available upon request but must be noted at the time of application. Additional fees may be applicable for any additional materials or equipment supplied.

Members or recognized groups within the Church shall be charged a maintenance fee of \$45.00 for each non-Church use of the Facilities (Community Life Center fees are noted below. Separate Wedding and Funeral Policies will dictate the fees for those specific events.). All other Users shall be charged as noted below.

Classroom

\$ 45.00 per hour (Depending on the event, a \$45 maintenance fee could be charged).
\$ 160.00 per 4-hour block
\$ 300.00 per day (defined as 8 hours)

Main Fellowship Hall

\$ 50.00 per hour (Depending on the event, a \$60 maintenance fee could be charged).
\$ 180.00 per 4-hour block
\$ 340.00 per day (defined as 8 hours)

Community Life Center (CLC)

For events of 1 – 100 guests:

\$200.00 per hour

\$780.00 per 4-hour block

\$1,520.00 per day (defined as 8 hours) \$200.00 for each additional hour

For events of 101 – 200 guests:

\$220.00 per hour

\$860.00 per 4-hour block

\$1,720.00 per day (defined as 8 hours) \$220.00 for each additional hour

Reservations cannot be made for less than one hour.

Each event must be concluded by 10:00 PM on the day of the event.

Each 4-hour or 8-hour reservation block includes a 2-hour set-up and 1 hour clean-up time before and after the reservation times. Any occupancy of the space beyond these times will be computed and charged at the per hour rate noted above in 30 minute increments; using the hourly rate divided by 2 will be used to compute the 30 minute rate.

\$100.00 per hour and a half for sports practices where no tables, chairs, special equipment, etc. are requested or required. (Contact the Administrator for special extended sports contract fees and arrangements.)

Additional Required Charges:

\$250.00 Damage/Extraordinary Cleaning Deposit is required in advance to be submitted by separate payment at the time of application. The Damage/Extraordinary Cleaning Deposit will be returned at conclusion of the event providing no damage or extraordinary cleaning need has been noted by the Administrator or the authorized representative.

The use of any specialized sound and/or auxiliary lighting system(s) belonging to Church requires an additional fee of \$30 per hour or \$120.00 per four hours use. Church designated personnel are required to operate this equipment. The above fee structure includes the operator fee.

Fee Adjustments

The Administrator may, at its discretion, reduce, modify or waive the fees set forth in this document. Special consideration may be given to members of STLC.

2. Deposit

An Initial Deposit Payment equal to one-half of the Facility Use Fee is due and payable to the Church upon the approval of the Application. The Initial Payment Deposit is non-refundable, unless the Church is able to reschedule another event for the date that your event had been reserved or the Church is given a notice of cancellation two weeks prior to the scheduled event. Final payment must be paid 7 days prior to your scheduled event. If payment is not received, the event is subject to cancellation without refund of payment received to date.

As noted in an earlier section of this document, a separate Damage/Extraordinary Cleaning Deposit in the amount of \$250 (For the Community Life Center) is due 7 days before the date of the event. This payment will be returned or refunded after the facility has been inspected and no damage or extraordinary cleaning need has occurred. Be aware that users are responsible for any and all costs incurred resulting from damage to the facilities during the user event, including those that may exceed the Damage Deposit.

3. Extraordinary Cleaning of the Facilities

Basic maintenance fees are noted in various sections of this document. If it is determined by the Administrator or the authorized representative of the Church that extraordinary cleaning is required following the use of any of the Facilities, the User will be assessed the additional cost.

4. Decorations

Any decorations brought in by the User must be pre-approved by the Administrator. Decorations that could potentially damage the facility are not allowed. Approved decorations may be set up in advance, provided the facility is available and are subject to the time limits outlined in the fee section of this document. Decorations must be removed by the user at the conclusion of the event unless an alternative time is approved by the Administrator.

IV. Hold Harmless

By signing the Facility Use Application and upon acceptance by the Church of the application, the Building User agrees to indemnify and hold harmless the Church against and from any and all claims by or on behalf of any persons, arising from the conduct of or management about the premises of the Church, or from any accident in or on the premises of the Church. The Building User will further indemnify and hold the Church harmless against and from any and all claims arising from any breach of default on the part of the Building User in the performance of any covenant or agreement on the part of the Building User, or arising from any act or negligence of the Building User, or any of its agents, contractors, servants, employees, or licensees, resulting from Building User's use of all provided services, such as Wi-Fi, and from and against all costs, counsel fees, expenses and liabilities incurred in or about any such claim or action proceeding brought thereon. The Building User further shall defend at User's expense such action or proceeding by counsel reasonably satisfactory to the Church.

V. Liability Insurance

For non-church sponsored events, at the discretion of the Church leadership and / or Administrator, the Church can require the group or liable person using the facility to obtain liability insurance coverage for the event(s). This liability insurance requirement does not preclude the group or liable person from what is stated in the "Hold Harmless" section found within this document.

VI. Responsibility

It is the responsibility of the Administrator (or designee) to:

1. Implement and enforce this Policy.
2. Coordinate the use of the Facilities.
3. Execute the necessary document/contract with the User.
4. Collect the assigned amounts due at the appropriate time and collect any maintenance fee or other required assessments.

5. Notify requesting persons, groups or organizations of the approval of the Application.
6. Ensure that all approved and scheduled events are immediately posted on the Church master calendar.
7. Make inspection of the Facilities and ensure all Facilities are secure after any and all use.
8. Consult with the Church Council, as necessary, in those situations that require special approval or appear to be beyond the scope of this policy

It is the full and complete responsibility of the User to:

1. Accept the Facilities in their present condition, accept full responsibility for the loss of anyone's property in the event of fire, theft or other loss and accept full responsibility for any and all personal injury which may occur during, or as a result of their use of any of the Facilities.
2. Immediately report to the Administrator (or designee) any damages of any Church property, equipment and/or furnishings. If there are any damages, the User will make payment to the Church for the repair/replacement and all applicable costs, as determined by the Administrator.
3. Any User shall designate one responsible contact person (at least 21 years of age) that must arrive 15 minutes before the scheduled event to meet with the Administrator and or the Church authorized representative to do any final set-up and also to become familiar with the Facilities equipment, locations of all exits, location of fire extinguishers, and any other necessary issues to be discussed.
4. Each and every individual involved with any event at the Facilities must limit themselves to the area or areas contracted for and must NOT access any other areas. Failure to comply could result in immediate cancellation of the event without refund.
5. The Church is not responsible for miscellaneous personal items used at or left at an event. Any items left at the Church that have not been claimed within three months following the event will be disposed of or donated to a charity. It is not the responsibility of the Church to identify the owner of personal items left at an event and the Church will not assume responsibility for returning items to the owner.

VII. General Rules

The following general rules apply to all persons, groups and/or organizations using any of the Facilities:

1. Application
Facilities Use Policy and Application may be picked up from the Church office or from the Administrator; from the Church web site or by calling the Church Office.
2. Fees
A fee is customary for all Users of the Facilities to defray actual expenses of the use of the Facilities. The Administrator will determine the appropriate fee(s) based on the information provided on the Application and in accordance with the Schedule of Fees stated in this document.

3. Equipment and Furnishings

No tables, chairs or any other equipment or furnishings shall be removed or moved from any location in the Facilities unless approved in advance by the Administrator.

4. Musical Instruments, Audio Visual and Sound Equipment

The use of Church musical equipment, sound and/or specialized lighting systems is not permitted unless operated by designated Church personnel and approved of in advance by the Administrator.

5. Musical Instrumental / Singing / Etc. Groups

Approval from the Administrator must be obtained before musical instrumental / singing / etc. groups are allowed at any event.

6. Clean-Up

All persons, groups or organizations are required to leave the Facilities and grounds as they found them. Trash must be placed in a proper receptacle and taken to the outside dumpster. All areas inside and outside the Facilities, including parking areas, must be restored to their original condition. Any leftover food and beverages must be removed from the premises at the conclusion of the event.

7. Decorations

The use of decorations is permitted with the following restrictions:

- No tacks, nails, tape, hot glue or other material that will deface Church property shall be used.
- Nothing can be hung from or attached to the ceiling.
- Balloons can be used as decorations but if they escape and float to the ceiling they cannot be retrieved and assumed as lost at the expense of the User.
- With advanced discussion and approval from the Administrator (or Designee), use of painter's tape may be used to display decorations.
- The use of flame candles is not permitted in any part of the Facilities without prior approval of the Administrator. Flame candles are not allowed in the CLC at any time.
- Decorations, such as streamers, shall not be attached to walls, pews, or ceilings in a manner that will leave permanent marks.
- **No use of bird seed, rice, confetti, glitter, flower petals on the floor, or other small materials similar to those listed shall be permitted anywhere on the church property for any event and will be considered as *Extraordinary Cleaning*, Bubbles may be used but for outdoor use only.**
- Removal of all decorations is the responsibility of the User and if it becomes necessary for the Church to remove decorations, the User will be charged a cleanup fee to be determined by the Administrator.
- All decorations, including flowers, shall be removed immediately following the scheduled event.
- **Trash must be picked up and placed in proper receptacles and taken outside and placed in the dumpster on the west end of the parking lot by the rental party.**

8. Alcohol and Smoking

Use of alcohol, tobacco, illegal drugs, etc. is not allowed on the Church premises. No smoking is allowed on the Church premises.

9. Fireworks
No fireworks of any kind are allowed on the Church premises. This includes confetti poppers, sparklers, etc.
10. Weapons
Firearms and weapons are not allowed on the Church premises.
11. Bounce Houses, Yard Games, Etc.
The use of inflatable structures, ball pits, yard games, etc. on church property, inside or outside of the building, must receive prior approval from the Administrator. If approval is granted, by signing the application for use, the User assumes all liability for any damage to church property and assumes full responsibility and liability for the equipment and for the use of the equipment and for the activity. This includes, but is not limited to, injury to any individual, invited or not, at the event or participating in the use of these types of activities.
12. Pets
No pets shall be allowed in the Facilities except for working dogs. It is requested that prior notification be given the Administrator if this is required.
13. Hours
All groups must vacate the building at the end of their specific rental time period or not later than 10:00 PM, unless prior approval has been applied for and granted in advance of the event by the Administrator.
14. Set-Up
All groups, in cooperation with the Administrator, are responsible for their own setup and layout of the room or rooms being used. The Facility must be returned to the set-up condition in which the User found it unless approved by the Administrator (or Designee).
15. Safety
The safety, health and liabilities of the participants is the responsibility of the User.
16. Group Representative
Each User must designate a representative (at least 21 years of age) who will consult with the Administrator in advance of any event and be responsible for:
 - Accounting for damages to the Facilities
 - Basic clean-up, picking up the trash and otherwise leaving the Facilities in the same condition as found at the beginning of the event
 - Ensuring that a responsible supervising adult at least 21 years of age is present in the Facilities at all times
17. Publicity
Sponsorship of an event must be clearly specified in all publicity. Non-Church events shall not appear to list the Church as a sponsoring organization. The Users shall be required to provide, in advance, a copy of any and all advertising before it is published.
18. Restrictions
The Administrator or authorized representative acting on their behalf, has the right to ask any individual or Group to leave the premises for any behavior deemed to be inappropriate.

19. Financial Transactions

Financial transaction activities are permitted only with prior specific approval of the Administrator. The Church assumes no liability for the accuracy or security of financial transactions that occur as part of an event by a User. This includes any financial transaction that occurs over the Church's Wi-Fi. This includes but is not limited to the use of credit cards or other manual or electronic capabilities that could be being compromised.

20. Right of Refusal

The granting of the right to use the Facilities is at the sole discretion of the Church, acting through the Administrator. The Church reserves the right to restrict or refuse the rights and privileges to any person, group or organization requesting the use of the Facilities or violates any item, matter, action or activity noted or implied in or by this policy. The right of refusal shall also include denying the use of the Facilities to any party where the intended use is considered or perceived to be a danger to the Facilities or its contents, or that would potentially result in excessive wear to any part or parts of any of the Facilities or its contents.

Use of the Facilities by any person, group or organization must be for a lawful and non-discriminatory purpose, in furtherance of the ecumenical purpose of the Church, as stated in the Church Constitution and By-Laws, and in concert with the Church's Mission Statement.

VIII. Facilities Use Contact Persons

St. Thomas Lutheran Church - 402-894-2040 - If no answer, please leave a message.

ST. THOMAS LUTHERAN CHURCH FACILITIES USE APPLICATION

17007 Q. Street, Omaha, NE 68135-1523 (402)894-2040

(Office Use)

Date: _____

Room: _____

Calendar entry: _____

Name of Applicant/Group: _____

Contact / Liable Person: _____

Address: _____

Phone No.: _____ Email: _____

Date(s) Requested: _____ Room Requested: _____

Facility Use Begin Time: _____ Facility Use End Time: _____

Activity Begin Time: _____ Activity End Time: _____

Setup Information (i.e. date, time): _____

(Additional fees will be applied for setup / clean up outside of the parameters stated in the Facility Use Policy)

Type of Activity: _____

Facility Needs (Description): _____

Tables & Chairs Needed: Round Tables #(10 max) _____ Rectangular Tables # _____ Chairs # _____

Equipment/Supplies Needed: _____

(Additional Charges may apply)

To be completed by Administrator

| | | | |
|----------|-----------------------|--|------------------|
| \$ _____ | Facility Use Fee | Initial Deposit Paid: \$ _____ | Date: _____ |
| | | <i>(50% of Facility Use Fee)</i> | |
| \$ _____ | Maintenance Fee | Balance Due: \$ _____ | Date due: _____ |
| | | <i>(Total Charges minus Initial Deposit)</i> | |
| \$ _____ | Damage Deposit | | |
| \$ _____ | Equipment/Supply Fees | Balance Paid \$ _____ | Date Paid: _____ |
| \$ _____ | Total Charges | | |

PLEASE READ AND SIGN THE FOLLOWING:

I have read the St. Thomas Lutheran Church Facilities Use Policy and agree to be bound by all terms and conditions thereof as is fully incorporated herein. The applicant further agrees to assume full responsibility and liability for personal injuries and damage to property arising from the use of the facilities by applicant hereunder and agrees to indemnify and hold harmless St. Thomas Lutheran Church from any and all claims and liabilities resulting or arising therefrom. In the use of St. Thomas Lutheran Church's (STLC) facilities and properties, applicant agrees to the following Meeting Space & Activity Guidelines.

(OVER)

All requirements are subject to change at the discretion of STLC’s Administrative Manager/Lead Pastor. Use of any, all or part of STLC’s facilities or property may be revoked at any time with/without notice at the discretion of STLC’s Leadership/Lead Pastor. Please note: STLC is taking the necessary precautions by cleaning, sanitizing, and social distancing. We cannot eliminate the risk of exposure, however. By participating in this activity, you are assuming the risk that may result in exposure to infectious and communicable diseases.

- Leaders or organizers of the event are required to schedule a meeting, by phone or in-person with STLC’s Administrative Manager regarding facility usage prior to approving the gathering.
- Leaders of adult small/ large groups and ministry teams are responsible for determining when their group would like to begin meeting, meeting times, location of meetings, and communicate the information to the Administrative Manager for approval.
- Facility Sanitation and reporting:
 - *Sanitation* – be assured STLC staff are taking appropriate measures to clean the common spaces of STLC’s facilities.
 - Those utilizing STLC facilities will be asked to wipe down/disinfect the area(s) used after their gathering. Areas include, but not limited to, tables, chairs, counters, pews, door handles, light switches, cabinets, etc.
 - STLC will provide some supplies in each meeting space. These must be left in the meeting space. If leaders are able, they are encouraged to bring and use their own cleaning supplies. No items brought in for the gathering may be left behind.
 - *Reporting* – you may report all health and safety concerns to pmorris@stlc.org

| | |
|--|------|
| Signature of Applicant / Representative | Date |
| Signature of St. Thomas Lutheran Church Representative | Date |