

NOTE: This is for one time or occasional use of church property. If more substantial rental of property is contemplated, a complete rental agreement should be signed by both parties.

DRAFT
Congregation Property Use Resources
Adopted By Congregation Council, _____

_____ Lutheran Church's (congregation) primary purpose is to carry on the mission and ministry of the congregation.¹ It has a desire to serve as an outreach to the community and has a number of longstanding relationships with community organizations for ongoing use. The congregation is happy to have your organization share our facilities.

So that all 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. These forms are only to be used for occasional use such as a once only use or for a few hours one day each week or month.²

Building use activities fall under the jurisdiction of the ***Name of Committee***. Requests for building use are managed through the church office. No commitment for building use is finalized until the Use Agreement has been approved and executed through the _____ Office. Local organizations and individuals for one-time or short-term usage also may use church building. When possible we will attempt to make our facility available for such groups. Our first priority is to congregation programs and membership needs. Priority is then given to nonprofit groups that are supported by church and finally to other nonprofit organizations.³

Approval for the use of the grounds and/or facilities of congregation does not constitute or imply endorsement of a group, their mission, or their positions. Groups approved to use congregation facilities 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 congregation, its buildings or grounds that conflict with the practices of this congregation and the ELCA.

Included in this guide are the following:

- Steps to Facility Use Scheduling
- Rules and Regulations
- Property Use Agreement Form including Release

STEPS TO FACILITY USE SCHEDULING

1. Obtain and complete a Property Use Agreement from the church office or at our website: _____

¹ It is important for the congregation to check with their insurance carrier or broker when allowing third party use of the premises. Likewise, there may be zoning issues for unusual uses which should be investigated.

² This form agreement can also be used for weddings or other such events.

³ Exceptions to these rules may be made on a case-by-case basis.

2. Attach any additional information you feel might be useful in helping to determine if we can accommodate your group.
3. Return the Property Use Agreement to the church office and you will be notified whether it is approved or not approved.

FEES FOR FACILITY USAGE

At this time the congregation does not charge a fee for the use of our facilities. Donations to cover cost of utilities and cleaning are appreciated but not required.

OR

PUT IN FEE SCHEDULE ⁴

RULES AND REGULATIONS

1. **CHURCH PROPERTY.** Church property will not be loaned, borrowed, or removed from church premises without prior permission from the church office.⁵ Church property such as chairs, tables, tablecloths, etc may be used when using the facility under the rules herein.

2. **FACILITY CARE.** The church area used by your group must be left clean and orderly with church furniture and property returned to its designated place.

NOTE: If keys are given out, there should be strict standards for use, return, locking up and a set fee for replacing lost keys.

3. **KITCHEN RULES.** The kitchen must be left clean and orderly after use. Garbage and trash must be bagged and disposed in the dumpster behind the church. Church supplies are not to be used except by church sponsored activities.

4. **PIANO, ORGAN AND HAND BELL USE.** Permission to use the piano, organ and/or hand bells must be granted by the Pastor or Director of Music. Piano and/or organ should not be moved except by permission from the Director of Music and may require the assistance of professional movers. If professional movers are required, the requesting group must pay for the moving and for tuning the piano after replacement.

5. **SANCTUARY SOUND SYSTEM.** The Sanctuary sound system is available for use upon request. The system must be operated by PUMC trained members or by individuals pre-approved by the church office. No other equipment may be attached to the church sound system without prior approval.

⁴ In states where there is a real estate property tax exemption, it is important to make sure rental income does not trigger a loss of that exemption. Also, income may also trigger the need to file an IRS Form 990T if the property is mortgaged.

⁵ You may wish to designate a position, such as congregation secretary, business administrator or chair of the property committee.

6. NO SMOKING and NO ALCOHOL USE ALLOWED. All members of all groups using our facilities shall abide at all times by a “no smoking” rule in all parts of the building, including corridors and restrooms.

7. BUILDING USE. All groups agree that they will ensure that all event participants leave the building after the event. They will be responsible for turning off all lights and closing all windows. As applicable, if a key is provided, the group or member will be responsible for locking the room/building.

8. NO GAMES OF CHANCE. Gambling or bingo on the church premises is strictly prohibited.

9. SUPERVISION OF CHILDREN AND YOUTH. The congregation seeks to provide a safe environment 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 should be present at all times during any program or event involving children.
- Adult supervision is required at all times both inside and outside of the church property including playground and parking lot.
- Children and/or siblings of the group members must stay with the group or under the care of additional adult supervisors.

10. NURSERY USE. The nursery facility is available and our safety standards require that two (2) nursery care providers must be present to operate the nursery. At least one (1) caregiver must be at minimum, eighteen (18) years of age.

11. FOOD AND DRINK. Food and drink should be limited to designated areas. Anyone using the church property is responsible for cleaning up after each use, both inside and outside. If a private catering service is used for the event, the caterer must furnish all equipment (e.g. dishes, silver, table cloths, etc.) and remove immediately after the event. Storing of catering equipment is not permitted.

12. DECORATIONS. Decorations may be attached to the walls or doors with removable tape that will not permanently damage the surface. All such decorations must be removed immediately and completely following the event.

13. EMERGENCY SCHEDULING CONFLICTS. The congregation reserves the right to pre-empt any facility use for its own in cases of emergencies, such as funerals. Notice will be provided as early as possible.

14. STORAGE. Excess storage is limited for organizations other than church groups, as such; all organizations using the facility will be responsible for storing accessories offsite unless prior arrangements have been made through the church office.

15. BREAKAGE. All persons and/or groups using our facilities are expected to exercise reasonable care and judgment in such use in order to prevent

defacement, damage or breakage. The person(s) signing the application for use shall be responsible for paying costs incurred by the church in cleaning, repairing, etc any part of the building and/or its furnishings and equipment which in the judgment of the congregation has been carelessly or irresponsibly subjected to more than normal wear and tear by the person(s) or group(s) involved.

16. **SECURITY.** The congregation works to maintain a safe and secure environment within the facility, however no systems are foolproof. We ask that all users pay close attention to personal property and valuables, not leaving them unattended. The congregation is not responsible for theft or damage to personal property.

17. **FINAL DECISIONS.** In case of doubt or uncertainty by any outside person or group about the application or interpretation of these regulations, or in the customary practices not specifically mentioned here, 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**.

_____ Lutheran Church

ADDRESS

CITY

STATE

ZIP

PHONE

FAX

EMAIL

PROPERTY USE AGREEMENT and RELEASE FORM for
_____ Evangelical Lutheran Church

Name of Organization: _____
Responsible Person: _____
Address: _____
Contact Person's Name: _____ Day Phone: _____
Fax: _____ Email: _____ Cell Phone: _____
Organization's Purpose: _____
Date(s) Requested: _____ Start Time: _____ End Time: _____
Frequency: ___ One Time Only ___ Weekly ___ Monthly ___ Other
Which day of the week:
___ Mon ___ Tue ___ Wed ___ Thurs ___ Fri ___ Sat ___ Sun

General Information

Describe *IN DETAIL* the type of event you will be bringing to our facility, including number of participants.

Will tickets be sold or admission charged for your event?⁶ If yes, what will be the ticket prices or the admission fee?

Yes _____ No _____

If yes, how will the net proceeds of this event be used?

Is your group a Nonprofit 501(c)(3) organization?

Yes: _____ No: _____

Nonprofit Tax ID Number: _____

Rooms Requested:

- ___ Sanctuary
 - ___ Piano/organ or sound system
 - ___ Kitchen
 - ___ Children's Classroom
 - ___ Adult Classroom
 - ___ Narthex
- _____

⁶ If no charge for tickets is allowed, delete or substitute language about a voluntary, good will offering that may be allowed.

Fellowship Hall
 Playground
 Other (list: _____)

Anticipated Number of Participants: _____
Will food or drink be consumed? Yes No
Special Needs or Requests:

Equipment Needs:

<input type="checkbox"/> Large Screen	<input type="checkbox"/> Round Tables: # _____
<input type="checkbox"/> Overhead Projector	<input type="checkbox"/> Chairs: # _____
<input type="checkbox"/> LCD Projector	<input type="checkbox"/> 8 Foot Tables: # _____
<input type="checkbox"/> Flip Chart and Markers	<input type="checkbox"/> Food Serving Tables: # _____
<input type="checkbox"/> Reception Table at Entrance	<input type="checkbox"/> Other: _____
<input type="checkbox"/> Microphone and Lectern	

Certificate of Insurance Requirements - Non-church groups are required to provide certificates of insurance naming _____ as additional insured. A certificate should be turned in to the church office at least a week before the first use. For continuing usage, the form should be renewed annually.

OPTIONAL depending on congregation policy

Fee Arrangement

The parties understand that the fee for each use of the building will be \$_____.

Release and Indemnity Agreement⁷

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

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

1. Organization or individual(s) hereby indemnify, hold harmless, releases, and discharges _____ and its administrator, directors, agents, officers, members, volunteers, and/or employees, from any and all liability,

⁷ Legal requirements on releases vary from state to state and you should check with your own attorney.

claims, demands, losses or damages arising out of the use of the property.

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: _____

Print Name: _____

Title: _____

Date: _____

Congregation

_____ Request Approved

_____ Request Denied

Signature _____ Date _____