



## CHURCH FACILITY USE POLICY

### Statement of Purpose

The church's facilities were provided through God's benevolence and by the sacrificial generosity of church members. The church desires that its facilities be used for the fellowship of the Body of Christ and always to God's glory. Although the facilities are not generally open to the public, we make our facilities available to approved non-member persons and groups as a witness to our faith, in a spirit of Christian charity, and as a means of demonstrating the Gospel of Jesus Christ in practice.

However, facility use will not be permitted to persons or groups holding, advancing, or advocating beliefs, or advancing, advocating, or engaging in practices that conflict with the church's faith or moral teachings, which are summarized in, among other places, the church's constitution and bylaws. Nor may facilities be used for activities that contradict, or are deemed by the senior pastor as inconsistent with, or contrary to the church's faith or moral teachings. The senior pastor, or his official designee, is the final decision-maker on whether a person or group is allowed to use church facilities.

This restricted facility use policy is necessary for two important reasons. First, the church may not in good conscience materially cooperate in activities or beliefs that are contrary to its faith. Allowing its facilities to be used for purposes that contradict the church's beliefs would be material cooperation with that activity, and would be a grave violation of the church's faith and religious practice. See 2 Corinthians 6:14; 1 Thessalonians 5:22.

Second, it is very important to the church that it presents a consistent message to the community, which the church staff and members conscientiously maintain as part of their witness to the Gospel of Jesus Christ. To allow facilities to be used by groups or persons who express beliefs or engage in practices contrary to the church's faith would have a severe negative impact on the message that the church strives to promote. It could also be a source of confusion and scandal to church members and the community because they may reasonably perceive that by allowing use of our facilities, the church is in agreement with the beliefs or practices of the persons or groups using church facilities.

Therefore, in no event shall persons or groups who hold, advance, or advocate beliefs, or advance, advocate, or engage in practices that contradict the church's faith use any church facility. Nor may facilities be used in any way that contradicts the church's faith. This policy applies to all church facilities, regardless of whether the facilities are connected to the church's sanctuary, because the church sees all of its property as holy and set apart to worship God. See Colossians 3:17.

### **Approved Users and Priority of Use**

The senior pastor or official designee must approve all uses of church facilities. Priority shall generally be given to members of the church, their immediate families, and organized groups that are part of the ministry, organization, or sponsored activities of the church. Church facilities and equipment will be made available to non-members or outside groups meeting the following qualifications:

1. Groups or persons requesting facility use must affirm that their beliefs and practices and planned uses of the facilities are in harmony with the church's faith and practice.
2. The group or person seeking facility use must submit a signed "Church Facility Reservation Request and Agreement" form.
3. The group or person seeking facility use must be willing to take responsibility for the facilities and equipment used and must agree to abide by the church's rules of conduct for facility use, as stated below and as described in any additional instructions by church staff.
4. Any group that is not part of the official ministry of Trinity Lutheran Church must be sponsored by a member of Trinity Lutheran Church who is in good standing.

### **Facility Use Hours**

Facilities are available between the hours of 7 a.m. and 11 p.m. Use outside these hours may be approved by the senior pastor or official designee.

### **Scheduling Events**

Requests for facility use may be made to the church secretary, by submitting the "Church Facility Reservation Request and Agreement" form. The event will be reserved and placed on the church calendar only when the senior pastor or official designee approves the use.

### **Fees**

Use of church facilities may be subject to a use and maintenance fee of \$ 50.00 to pay for the upkeep of church facilities. Church members shall not be required to pay a fee for usage because maintenance of the facilities will be derived from member tithes and offerings.

## **Facility Use Guidelines**

1. Alcohol Policy: No alcohol may be served in church facilities, except for sacramental usage in the celebration of the Lord's Supper.
2. Smoking Policy: Smoking in any indoor church facilities is prohibited. Smoking on the grounds of the church must be in compliance with all applicable state laws.
3. Groups are restricted to only those areas of the facility that the group has reserved.
4. Food and beverages are not permitted in the worship space.
5. Church equipment, such as tables and chairs, must be returned to original placement, unless arranged otherwise prior to the event.
6. All lights must be turned off and doors locked upon departure.
7. Clean-up: Please leave the facility in the same condition that you found it. Failure to do so may subject the user to additional fees.
8. Abusive or foul language, violent behavior, and drug or alcohol abuse are strictly prohibited while using church facilities. Any person exhibiting such behavior may be required to leave the premise.
9. Any person or group must sign the "Church Facility Reservation Request and Agreement" form prior to reservation of church facilities.

## **Insurance**

For all non-church-sponsored events, the group or person using the facilities must obtain liability insurance coverage in the amount of at least \$ 1,000,000.00 (one million dollars) per occurrence and at least \$3,000,000.00 (three million dollars) in the aggregate and have named Trinity Evangelical Lutheran Church, UAC. Leavenworth, Kansas, Inc. as an additional insured on said policy. The user must also sign a "Facility Use and an Indemnity and Hold Harmless Agreement."

**Church Facility Reservation Request and Agreement**

Name of responsible person who is a member in good standing of Trinity Lutheran Church who is requesting use of facilities:

\_\_\_\_\_

Contact Information:

Address:

\_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

If the requested use is for an organization not officially affiliated with the church, please briefly state the organization's purpose and mission:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Please list the organization's website, if any: \_\_\_\_\_

Please list the names of the organization's office-holders and leaders:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Regardless of type of user, please describe which church facilities you are requesting use of and the purpose for which you intend to use the facilities:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

What date(s) and time(s) are you requesting to use the facilities:

\_\_\_\_\_

If you are requesting use of the church's facilities for a wedding and/or wedding reception, please list the names and contact information of the bride and groom: Bride:

Groom:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

I affirm that:

1. I understand that the church does not allow its facilities to be used in a way that contradicts its faith or by persons or groups holding beliefs that contradict the church's faith.
2. To the best of my knowledge the purpose for which I am requesting use of church facilities will not contradict the church's faith, and I commit to promptly disclose any potential conflict for which I am aware or become aware to church staff.
3. I am not aware of any beliefs that are professed by me or the organization I represent and which is requesting use of the church's facilities that contradict the beliefs of the church. I agree to promptly disclose any potential conflicts in belief to church staff.
4. I understand that upon approval of my facilities use request, I will need to provide a security deposit in the amount of \$200.00, a certificate of insurance for at least \$ 1,000,000.00 (one million dollars) of coverage per occurrence and at least \$3,000,000.00 (three million dollars) in the aggregate which also names Trinity Evangelical Lutheran Church, UAC. Leavenworth, Kansas, Inc. as an additional insured on said policy, and any other fees required by the church.
5. I understand that the church does not allow its facilities to be generally available to the public, and that my use of these facilities is subject to the senior pastor's approval, which is conditioned in part on my agreement to the requirements in the "Church Facility Use Policy," a copy of which I have read and understood.
6. I understand that I will be responsible for any damages to the church facilities resulting from this proposed use of facilities.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Office Use Only

Approved     Not Approved

Reason: \_\_\_\_\_

Approval/Disapproval Authority's Name: \_\_\_\_\_

Date: \_\_\_\_\_

If approved:

Has church secretary been informed of facility requirements and dates?  Yes     No

Has the custodian been notified?  Yes     No

Key issued?  Yes    To Whom? \_\_\_\_\_    Key # \_\_\_\_\_     No Key Issued

# Church Facility Usage and Hold Harmless Agreement

I/We the undersigned authorized representative(s) of (hereafter the "Organization") of the city of \_\_\_\_\_, state of \_\_\_\_\_ shall be using the building and grounds of 2101 10<sup>th</sup> Ave., Leavenworth, KS, 66048 (hereafter the "Church") from \_\_\_\_\_ to \_\_\_\_\_, 20 \_\_\_\_\_, for the purpose of \_\_\_\_\_

hereafter referred to as the "Activity".

I/We understand and agree that neither the Church, nor its trustees, representatives, employees, and agents may be held liable in any way for an occurrence in connection with the Activity which may result in injury, harm, or other damages to the undersigned or members of our organization and guests, invited or not. Rather, I/We agree that our Organization alone shall be responsible for any property damage, personal injury or death that may occur during our use of the premises.

As part of the consideration for being allowed to use your facility, building and grounds as well as all appliances and fixtures in the activity, I/we release the Church, its trustees, employees, agents, or representatives from any claim for damages, injury or death which may occur while participating in the Activity. I/We further agree to save and hold harmless the Church, its trustees, employees, agents, or representatives from any claim arising out of or participation in any form or fashion in the Activity.

I/We represent that our Organization has general liability insurance with coverage limits of \$ 1,000,000.00 (one million dollars) per occurrence and at least \$3,000,000.00 (three million dollars) in the aggregate in effect as of the date of the Activity. I/We agree to name the Church as an additional insured on our general liability insurance policy and shall provide proof of such additional insurance coverage to the Church prior to the date of the Activity. I/We further state the I/we are authorized to sign this agreement; that I/we understand the terms herein are contractual and not mere recital; and that I/we have signed this document of my/our own free act and volition. I/We further state and acknowledge that I/we have fully informed ourselves of the content of this affirmation and release by reading it before I/we signed it.

I/We have executed this Church Usage and Hold Harmless Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_ (ORGANIZATION NAME)

BY:

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

NOTARY SEAL