ST. MARTIN’S LUTHERAN CHURCH

**FACILITY USAGE POLICY**

**Introduction**

St. Martin’s Evangelical Lutheran Church facilities (the “Facilities”) were constructed to provide a means to support our mission statement and to be an active participant in community life. Ministry can be conducted by providing the Facilities to programs and groups designed to serve the congregation and for the local community. Use of the Facilities is welcome to any group, non-profit organization, or individual whose aims are compatible with furthering the church’s core values in our community.

**Responsibilities**

The Church Council defines the policies and fees for the use of the Facilities. The Facilities Committee is responsible for recommending to the Church Council policy and fees for the use of Facilities, publicizing the use policy, maintaining a current definition of facility usage policy and recommending changes to the usage policy as changing circumstances may result in the need for changes. The office, with the approval of the Facilities Director, is responsible for scheduling events.

The Church Council, Facilities Committee, Church Staff and Facilities Director are responsible for ensuring that the Facilities are used in accordance with the defined facility usage policy.

The Facilities Director shall be designated by the Facilities Team or Church Council.

**Facility Use Priorities**

Priority for scheduling use of the facility is as follows:

1. St. Martin’s Lutheran Church functions

2. A paid event.

3. St. Martin’s Faith Community and their immediate families general usage

4. General Community (non-paid event)

### Acceptable Facility Usage

Facilities are available to the following St. Martin's Lutheran Church organizations free of charge based on a minimal or occasional use of Facility resources.

1. Boy Scouts

2. Girl Scouts

3. Non Profit youth organizations

4. Other Twelve Step programs (CA, AA, etc.) or addition recovery programs.

5. Other non-profits (at the discretion of the Facilities Director, Church Staff or Church Council.

Facilities are available to the St. Martin’s Faith Community and the surrounding community for:

Weddings- including rehearsals and receptions

Funerals

Anniversary celebrations

Birthday celebrations

Family gatherings

Other uses approved by Facilities Director

Banquets

Award Ceremonies

Self improvement groups, including those with benevolent causes

Other uses specified by Church Council

The Facilities will NOT be available for any political party use, except for governmental voting approved by Church Council.

No private individual or group may use the Facilities for the sole purpose of generating a profit for themselves.

Regular, scheduled church events take priority over other groups desire to use the Facility. Accommodations to other groups can be made if it’s not disruptive to St. Martin’s church schedule.

The Sanctuary may be used for meetings, musical programs, weddings, and religious ceremonies. Moving the altar from its present location must be approved by the Pastor and Worship Team. The organ or piano cannot be moved or played without the permission of the Music Director. Under no circumstances is the audio/visual equipment to be operated without the consent of the Worship Director or a trained person. Anyone operating the audio/visual equipment must be trained prior to use.

Groups which have misused or left the Facilities unsecured or in poor shape will not be allowed further use of the Facilities. Clean up and damage charges may apply.The Church Council shall make the determination to bar a group from further usage of the Facilities.

**St. Martin’s reserves the right to deny use of the Facilities to any person or organization, at the sole discretion of the Church Council.**

**Definitions**

1. **St. Martin’s Faith Community Member**– A person who regularly attends worship at St. Martin’s on an ongoing basis.

St. Martin’s – Refers to St. Martin’s Evangelical Lutheran Church.

**Usage Fees**

All groups using the Facilities, except as noted above shall pay for the use of the Facilities.

A security deposit may be required. See Appendix.

The Usage Fee charged covers the cost of utilities, custodial fees, and wear and tear on the Facilities.

**Reservations** The Office Manager shall coordinate the use of the Facilities.

Requests to use the Facilities must pass the Acceptable Facilities Usage criteria stated above before a reservation will be accepted.

Reservations are accepted on a first come-first served basis, except when church functions are given priority. Reservation requests shall have been deemed to be received as of the date that the Office Manager receives the completed Facilities Usage Application.

If a scheduling conflict should arise the office manager will make every effort to find a solution acceptable to all parties adhere to the Facilities use priorities laid out on page 1.

**Rules**

The rules and code of conduct for the Facilities use are provided in Appendix A attached hereto. It is expected that users of the Facilities will abide by all rules established by this Facility Usage Policy.

**Procedure for Facility Use**

1. Call Office Manager to request space and date.
2. Complete Facility Usage Request.
3. When Facility Usage Request is approved by the Facilities Manager, the event is scheduled.
4. If required, the deposit shall be paid at the time of acceptance of the request by the Office Manager.
5. Usage Contract is signed by sponsor acceptable to the Office Manager.
6. Indemnity Agreement is signed by sponsor acceptable to the Office Manager.

**APPENDIX A**

**Terms and Conditions for Facilities Use**

**General Policy for All Users**

1. The conduct of all individuals using the facility must meet appropriate St. Martin’s standards, including, no intoxication, no drinking of alcoholic beverages, no illegal drug possession or use, no fighting, no profanity and no misuse of the facility or equipment. Any violation of this condition is just cause for immediate termination of a group or individual privilege for use of the facility, and equipment.
2. Smoking is not permitted within the Church facilities.
3. All use of the Church facilities except for regularly scheduled Sunday School and Worship Services will be scheduled through the Office Manager.
4. All equipment and furniture is to remain on the Church premises unless authorized by the Facilities Director or designee.
5. All lights must be turned off and the building secured before leaving the premises.
6. No food or drink is allowed in the Sanctuary.
7. The person in charge of renting the facility must make arrangements with the Office Manager or designee concerning the usage of utilities and the unlocking of the building.
8. All utensils, dishes, cups, coffee makers must be washed and dried and returned to their original places. Please provide your own paper and plastic goods.
9. Users must receive permission from the Office Manager or designee before moving any furniture and equipment.
10. Report all broken and damaged items. Users are responsible for the cost of replacement of such broken and damaged items.
11. General application for usage must be submitted at least fourteen (14) calendar days prior to the date of the event, with the exception of funeral. See wedding information for scheduling guidelines.
12. Church offices and equipment are unavailable for usage and are off limits.
13. Library is available for usage on a case-by-case basis.
14. Users may not personally use the audio/visual equipment located in the Sanctuary without a qualified audio/visual technician supplied by St. Martin’s Lutheran Church.
15. Users are not to move or tamper with the pews, the altar, the organ or the piano in the Sanctuary without the consent of the Church Staff.
16. If decorations are to be used, a written request must be given to the Office Manager at the time of application. No mounting screws, tacks or nails of any kind are allowed.
17. All activities are limited to the purpose and function of the facility application request.
18. No hazardous activities are permitted.
19. No pets are allowed in the facilities, with the exception helper animals assisting disabled persons.
20. If user requires security or traffic control personnel, user shall pay for and arrange for such personnel.
21. All food should be removed from the Church (including the refrigerator) at the end of the event or it shall be thrown away.
22. All trash shall be removed from Church property at the conclusion of the event.

General Policy for Individuals, Organizations, and Groups utilizing

St. Martin’s Lutheran Church (the “Church”.)

Users must provide payment in advance for use of the facility if a fee is applicable.

The user is responsible for reimbursing the Church for any damage to the facility or equipment.

User shall indemnify and hold the Church harmless for any bodily injury or property damage arising out of the use of the facilities. Upon request by Church, users external to the St. Martin’s Faith Community shall (i) furnish a current certificate of insurance naming St. Martin’s Evangelical Lutheran as an additional named insured providing comprehensive general liability insurance coverage and property damage for no less than $250,000 each person, $1,000,000 each occurrence for bodily injury and property damage and (ii) provide the Church with an insurance certificate showing evidence of that insurance. The Church Council reserves the right to waive this Certificate of Insurance requirement.

# APPENDIX B

# Facility and Service Fees Schedule

Fees for weddings and funerals are spelled out in separate wedding and funeral policy books. Fees for other events will be set on an individual basis, taking into account the part of the building used, the nature of the event, the number of expected attendees, the length of the event and how many staff and facility resources will be used for the event. All events and fees are subject to approval by the Facilities Manager and/or Pastor and/or Church Council.

Events in excess of 3 hours will be charged an additional hourly rate equal to 1/3 of the charge for the first 3 hours.

Includes a custodial fee. These fees do not include Pastor fees, organist fees or music fees.

An audio/visual fee is required if using the sanctuary unless waived by the Worship Director. In order for the audio/visual fee to be waived, the Worship Director must be convinced that the event does not require the use of any audio/visual Equipment, including microphones.

Deposit must be paid at the time of acceptance of the application. If the deposit is not timely received, the event will be cancelled at the discretion of the Facilities Director or office staff. The deposit will be refunded in whole if the event is cancelled, prior to 48 hours of the scheduled event. After the event, the balance of the deposit will be credited to the user’s account minus any charges for damages.

Church Council may waive or reduce fees under special circumstances or for ongoing events (weekly, monthly, etc.) whereby the organization commits to at least 12 events that take place on at least 12 different days during any 12 consecutive month period.

Release and Waiver of Liability and Indemnity Agreement to

St. Martin’s Lutheran Church,

Sugar Land, Texas.

In consideration of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ being permitted to use St. Martin’s Lutheran Church on \_\_\_\_\_\_\_\_\_\_\_\_\_ for the purposes of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ("Event"), the undersigned, for himself/herself, his/her personal representatives, heirs and next of kin hereby releases St. Martin’s Evangelical Lutheran Church, its Church Council, Facilities Manager, Pastor and Church Staff ("leasees") of all liability to the undersigned, whether caused by the negligent act or omission of leasees or otherwise while the undersigned is for any purpose using the property or facilities of St. Martin’s Lutheran Church (“Facilities”).

In addition, the undersigned agrees to indemnify and hold harmless the Releasees from any loss, liability, damage, or cost they incur due to the Event and the usage of the Facilities by the undersigned, and any guests of or accompanying the undersigned, if any, whether caused by Releasees' negligence or otherwise, and agrees to assume full responsibility and risk for any bodily injury, death, or property damage from leasees' negligence, from the acts of any other participants, from accidents suffered at, in or during the use of the Facilities. This indemnity provision is intended to indemnify the leasees against the consequences of their own negligence or fault as provided above when leasees are solely, jointly, comparatively, or concurrently negligent. This indemnity provision shall survive the termination or expiration of this Agreement. In signing this release, the undersigned hereby acknowledges and represents the following:

1. That he or she has read the foregoing Release and Waiver of Liability and Indemnity Agreement; and understands that he/she is assuming liability and indemnifying as to any injury or damages that may be occasioned by the undersigned's acts, by the acts of any other participants, by the inherent danger involved, or by the negligence or oversight of Releasees.

2. The undersigned agrees that neither the undersigned nor any guests of the undersigned will, at, during or while on the property of St. Martin’s Evangelical Lutheran Church, consume or be under the influence of alcohol nor any prohibited substances.

3. The undersigned certifies that he or she is a member of the specified association, group, corporation or organization requesting the use of the Facilities. In addition he or she has the specific association's authority to execute this release.

4. The undersigned hereby certifies to the leasees that it has inspected the Facilities and it is expressly agreed that the Facilities is accepted by the undersigned in its "as-is" condition, "with all faults". Absolutely no representations or warranties regarding the property, express or implied, are given by the leasees, and the undersigned waives and disclaims all of same (including without limitation any warranty of suitability, habitability, marketability or fitness for a particular purpose).

5. The undersigned shall be responsible to obtain all permits, licenses and authorizations required by any applicable governmental authorities and to comply with all applicable laws, ordinances and governmental regulations pertaining to the use of the Facilities. All taxes, fees and assessments (including license and permit fees, sales or use taxes, personal property taxes, or income taxes) shall be borne and paid for by the undersigned.

6. The undersigned shall not have the right to assign any of its rights under this Agreement or the Usage Contract signed in connection therewith without the prior written consent of the Facilities Director, which consent the Facilities Director may withhold condition or delay in their sole discretion.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Association/ Corporation/ Organization(s)

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dated: \_\_\_\_\_\_\_\_\_\_\_

Print Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# Facility Usage Application

Today's Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Contact Person \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone Number Daytime \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Evening \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-mail address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date(s) of Event \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Time Needed for Setup/Cleanup \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **You must be out of facility by 10:00 P.M.**

Time of Event Start \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ End \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Number of people expected to attend \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Room(s) requested: Please check those that apply

\_\_\_\_\_ One Classroom \_\_\_\_\_ Narthex

\_\_\_\_\_ Two Classrooms \_\_\_\_\_ Coffee Bar

\_\_\_\_\_ More than Two Classrooms

\_\_\_\_\_ Sanctuary

\_\_\_\_\_ Entire facility

Material/Equipment Needed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Cleanup Needed \_\_\_ Yes \_\_\_ No Key Needed \_\_\_ Yes \_\_\_ No

Please use back of application to sketch any special room requirements.

Setup Instructions \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

You will receive written confirmation once your event has been approved and added to the church calendar. If, at any time up until two (2) weeks prior to your event, we have a conflict with rooms/events, we may ask you to reschedule or change rooms, if possible. We will not cancel or change reservations without prior notice

Please send completed form to: Office Manager

St. Martin’s Lutheran Church

1123 Burney Road

Sugar Land, Texas 77478

Telephone 281-980-0695

**Usage Contract**

This agreement will be effective from this the \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_ to the day

of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_, by and between St. Martin’s Lutheran Church, Sugar Land,

Texas (the “Church”), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(“User”)

User agrees to abide by all the terms and conditions regulating the use of the Church facilities.

USERBy: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

ST. MARTIN’S EVANGELICAL LUTHERAN CHURCHBy: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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