



## ST. MARK'S LUTHERAN CHURCH AND SCHOOL

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# ONE-TIME FACILITIES USE POLICIES & FORMS PACKAGE

### ***Included:***

- *Application for Use of Church Facilities*
- *Worksheet for Assessing Facility-Use Suggested Donation*
- *Facility Use Policy—Non-church (Policies and Regulations Regarding Use of Church Facilities by Non-church Groups)*

# ***Application for Use of Church Facilities*** ***(SEE ONLINE APPLICATION ON WEBSITE)***

Name of Group: \_\_\_\_\_

Date of Application: \_\_\_\_\_

Description of event: \_\_\_\_\_

Times Facilities Required: From: \_\_\_\_\_ a.m./p.m. To: \_\_\_\_\_ a.m./p.m.  
(Circle) Monday Tuesday Wednesday Thursday Friday Saturday Sunday  
Specific Date(s) Required: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone #: \_\_\_\_\_

If there is a member of St. Mark's Lutheran Church who is also a member or associate of the applying group and who will accept responsibility for directing the proper use for the facilities, please note:

Church Member: \_\_\_\_\_ Phone #: \_\_\_\_\_

The applicant and the individual executing this application hereby waive any and all claims, demands, and causes of action that they may have against St. Mark's Lutheran Church as a result of the use of church facilities pursuant to this application. The applicant and the individuals executing this application shall indemnify and hold harmless St. Mark's Lutheran Church and its officers, agents, board members, members, and employees from and against any and all claims, losses, causes of action, suits, damages, injuries or costs, including attorneys' fees arising out of or associated with the use of church property by the applicant group and its members, guests, employees, and agents pursuant to this application.

We have read and agree to comply with the "Policies and Regulations Regarding Use of Church Facilities by Non-church Groups."\*

Printed Name and Signature of Applicant: \_\_\_\_\_

Address: \_\_\_\_\_ Phone #: \_\_\_\_\_

## **FOR OFFICE USE ONLY**

Approved:  Yes  No Date of Approval: \_\_\_\_\_

Rooms/areas to be used: \_\_\_\_\_

Donations/Fees Paid \$ \_\_\_\_\_ Receipt No.: \_\_\_\_\_

*Note: Copy to be given to applicant after approval. Original application to be retained in the church files.*

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\*The term "non-church group" refers to any group not sponsored by or related to St. Mark's Lutheran Church.

# ***Facility Use Policy—Non-church Groups***

## ***Policies and Regulations Regarding Use of Church Facilities by Non-church Groups***

### **POLICIES**

St. Mark's Lutheran Church & School recognizes that providing its physical facilities in support of other compatible Christian organizations and programs can increase our outreach and ministry in service to God and our community. At the same time, it is necessary that such use of facilities and equipment be controlled in the best interest of the church. The intent of this statement is to establish consistent requirements for non-church group use of our church facilities.

All non-church groups (any group not sponsored by or related to St. Mark's Lutheran Church) desiring to use church facilities must confirm acceptance of the terms herein specified. All required application forms must be completed and approved by the church. Further, all key deposits, donations, etc., must be paid not less than two days before use of the facilities shall begin. An exception to this timeline is use of the facilities on a recurring or co-use basis, for which payment of fees is due on the 1<sup>st</sup> of each month. Payment of fees or donations for use of our facilities may be paid in cash or by check. If a check is used, it shall be made out to St. Mark's Lutheran Church. Renewal of permission to use stated church facilities depends, in part, on satisfactory compliance with requirements during the previous period of use. Groups that use the facilities on a year-round basis must renew their application each January 1st.

The Church Council of the congregation of St. Mark's Lutheran Church reserves the right to accept or deny requests for use of church facilities and to cancel or modify established agreements in the church's best interest regarding property management, requirements for use of the facilities for church activities (*which shall always have priority*), and church relationships with governmental regulations.

Requests for use of the facilities and/or equipment are to be processed through the church office. Requests will be honored on a first-come, first-served basis as recorded on the church calendar. Reservations will be held for seven (7) calendar days, at which time any fees due must be paid. If the fees are not paid within seven (7) days, the reservation is not considered firm and may be superseded. Regularly scheduled activities of St. Mark's Lutheran have priority over all other requests.

### **REGULATIONS (updated on May 16, 2010)**

1. All persons and groups desiring use of the church facilities and/or equipment for purposes that are not church related must sign the Application for Use of Church Facilities, which, when signed by the church and the user group, becomes a binding agreement on the parties. The terms of such binding agreement include the provisions of this Facility Use Policy.
2. The using group must be an organization whose purposes and activities contribute to the welfare of the congregation. Further, the using group's practices and beliefs must be compatible with the practices and beliefs of St. Mark's Lutheran Church.

3. The objectives of the using group and the activities conducted on church property must not be in conflict with the mission of this church.
4. Unless specific exception to this rule has been granted in writing by the governing body of the church, outside groups using church property or facilities may not charge a fee or receive monetary remuneration for services rendered on church property, except to defray:
  - a) Church usage fees
  - b) Instructional expenses for materials and leadership
  - c) Organizational dues or assessments to meet group operating expenses.
5. No food or drinks allowed in any part of the church sanctuary.
6. Alcoholic beverages, liquors, or other non-physician-prescribed drugs will not be permitted on church property at any time.
7. St Mark's Lutheran Church is a smoke free campus. No smoking is permitted anywhere on the church or school grounds.
8. Decorations used must be flameproof and shall not be attached to fixed portions of the facilities without specific approval in writing. The sanctuary or fellowship hall may not be permanently decorated using any signs, symbols, etc., except as specifically approved by the Property Committee of St. Mark's Lutheran Church. However, floral arrangements may be used. Decorations must not damage the facilities or furnishings in any way. The user group must remove all decorations when finished using the facilities.
9. Candles are not permitted unless for ceremonial use. If used, lit candles must be "dripleless" and must not be placed on the keyboard or sound system. Lit candles must be placed on a plate or in a holder.
10. Building use hours are 6:30 a.m. to 10 p.m. Evening events will be concluded and the building closed by 10 p.m., unless special arrangements have been made.
11. User groups shall keep and maintain the premises in a clean and sanitary condition and good repair at all times. Moreover, user groups will be responsible for leaving the facilities in a condition that is comfortable and clean for the next using group. For example, all furniture and equipment must be returned in its customary position, the kitchen left in clean condition, dishes washed and put away, floors swept, waste baskets emptied into the outside commercial trash bin, etc. None of the chancel furnishings are to be moved without the approval from SMLC Personnel.
12. The using group shall be held responsible for all loss or damage to church property during periods when they are using the facilities.
13. No facilities, equipment, furniture, or kitchen items shall be added, modified, loaned out, moved, or removed without prior approval from SMLC Personnel.
14. At no time shall equipment or facilities other than those covered by prior approval be used.
15. Permission to use church facilities or equipment shall not include liability on the part of the church for property damage or personal injuries resulting from user-group activities.

16. The altar may not be used for any purpose other than its primary liturgical function.
17. Youth groups using the facility and/or equipment must have adequate adult supervision. All children on church property must be under adult supervision.
18. Use of the sound system, the organ, pianos, and any other instruments is permitted only under the supervision of persons authorized by SMLC Personnel.
19. Users shall not make any alterations, additions or improvements in or to the church premises, unless otherwise provided by a written agreement between the parties.
20. Users shall not violate any city ordinance or state law in, concerning or about the premises. User shall not permit the rooms in the premises to be occupied by more people than legally allowed. Users shall follow the church's rules and regulations at all times while on church premises.
21. The user shall not sublicense the church premises, or any part thereof, or assign user's agreement with the church to use the premises, without the church's written consent.
22. The user accepts and will uses the church's premises in its as is, where is, condition, with all faults. The user acknowledges that user has inspected the premises and user is satisfied that the premises are satisfactory for user's intended use.
23. The church shall pay for all normal water, gas, electrical power and lighting supplied. Users shall reimburse the church for any extraordinary use by user of water, gas, electricity or other utilities.
24. Users shall not permit dogs, cats, birds, other pets, or animals on the premises, except in cases of seeing-eye dogs or similar animals.
25. Users shall not themselves be, or allow their guests, employees or agents to be, unreasonably noisy nor shall these persons be allowed to cause a disturbance.
26. Users shall not store supplies at the church's premises without the church's prior written consent. The church is not responsible for articles stored on or brought to the premises by user or user's guest, employees or agents.
27. Bonuses, tipping, giving money or favors of any kind to a church staff member is prohibited.
28. Nothing in these policies shall be construed as waiving any of the church's rights under the laws of the State of California, which laws shall govern the relationship between the church and the user.

29. Either party may terminate user's license to use its premises at any time, without cause, by giving to the other party not less than ten (10) days prior notice in writing.

### **Suggested Donations**

All persons/groups approved for use of church facilities are encouraged to give the suggested donations, as stated in this policy package. These donations will serve as a reasonable estimate of all costs to the church associated with the use of the facility by the user. Non-payment of required deposit, or the breach of any of these policies by the user, will result in the termination of the user's right to use or occupy any church facility.

A \$100 non-refundable deposit is required at the time the reservation is confirmed.

Current facility-use suggested donations are stated in the "Worksheet for Assessing Facility-Use Suggested Donations," found in this package.

If further information or clarification is needed, individuals should contact the Personnel office, at St. Mark's Lutheran Church. The church office phone is 626-961-2486.