

# **FACILITIES USE CONTRACT AND POLICY** **FOR WITTENBERG LUTHERAN CHURCH**

## Mission Statement

The facilities at Wittenberg Lutheran Church (Wittenberg) were built for the glory of God and to maximize the beneficial impact of the ministries of the church in our community and beyond. The following Facilities Use Policy has been expressly created to further this purpose. All users of these facilities must understand and accept as a specific, non-negotiable and non-waivable condition of use that all activities undertaken within these facilities (and the behavior of all persons participating in such activities) must be carried out in a manner consistent with the Christian ministry of Wittenberg and with due respect to the facilities as being an integral part of a house of worship.

## Definitions

The following definitions apply with regard to use of the facilities at Wittenberg:

“Church Use” means any approved activity by an organized and recognized group of members of Wittenberg. A non-exclusive list of examples includes the youth group, the choir, Lutheran Men in Mission, and women’s circles and the like. Congregational activities are per se a “Church Use.”

“Non-Church Use” means all activities that do not fit within the definition of “Church Use.” “Non-Church Use” activities require a signed contract and payment of fees and deposits as stated below.

“Not for Profit Use” means activities that are neither commercial nor intended for profit.

“Fellowship Hall” means the social hall in the new building, the entrances to the same, the restrooms in the commons area, and reasonable limited use of the commons area. When appropriate, and contracted for, “Fellowship Hall” can also include the kitchen area. The “Fellowship Hall” does not include any of the classrooms in the new building, nor does it include any part whatsoever of the sanctuary or educational building.

“Member” means an officially recognized church member on the membership roll of Wittenberg, and this term does not include non-member relatives of a member of Wittenberg.

“Sanctuary and related areas” means the church building proper and such parts of the educational building as may be reasonably necessary in consideration of the nature of the event (i.e., a reasonable use of the educational wing as dressing rooms for a wedding party).

## Deposits and Fees

For approved “Church Use” activities there will be no fee or deposit and no signed contract is required.

For approved activities in the “Fellowship Hall” that are “Non-Church Use” but which are requested by a member of Wittenberg, there will be no fee for use but a \$50.00 cleaning deposit shall apply with an additional \$25.00 cleaning deposit required if the kitchen is to be used.

For approved activities in the “Fellowship Hall” that are requested by a non-member of Wittenberg, there will be a \$50.00 fee for use of the facilities as well as a \$50.00 cleaning deposit and an additional \$25.00 cleaning deposit if the kitchen is to be used.

A fee of \$50.00 and cleaning deposit of \$50.00 shall be required for approved use of the “Sanctuary and related area” for events such as weddings, funerals and the like. This fee and deposit is separate and apart from the fee and deposit for use of the “Fellowship Hall” in connection with such an event. There will be no fee for use of the “Sanctuary and related area” for members of Wittenberg.

Separate and additional charges may apply for use of Wittenberg equipment, and the same shall be negotiated and authorized on a case-by-case basis.

#### Conditions and Terms Regarding Use of the Facilities at Wittenberg

1. All use of the facilities is subject to approval (or disapproval) by the Church Council. This applies to both “Church Use” and “Non-Church Use” activities. The Church Council may permit departure from the terms and limitations of use stated herein, if provided in writing.
2. Use of the facilities is limited to “Not for profit use” only.
3. Any violation of these terms of use is grounds for immediate termination of the right to use the facilities and forfeiture of all fees and deposits. Any unsafe activities or conditions created by the user are grounds for immediate termination of the right to use the facilities.
4. Extraordinary events (for example, a funeral which by its very nature can not be anticipated) may require the cancellation of a previously approved event. In such cases, fees and deposits shall be returned.
5. A request for use of the facilities should be made at least two weeks before the event.
6. Fees and deposits must be paid in full at least forty-eight (48) hours before use of the facilities is scheduled to begin.
7. Any organization or person utilizing the facilities for a “Non-Church Use” must expressly agree and consent as a condition of use to immediately pay Wittenberg upon demand for any and all damage to real and personal property at Wittenberg arising out of or resulting from use of the facilities, normal wear and tear excepted. Payment shall be made by certified check within 10 days of demand.
8. Any organization or person utilizing the facilities for a “Non-Church Use” must expressly agree and consent as a condition of use to defend, hold harmless and indemnify Wittenberg and its individual members from any and all charges, claims, damages, liability, suits and the like for bodily or personal injury or property damage arising out of or resulting from the use of the facilities at Wittenberg by that organization or person, to include attorney’s fees and costs if incurred.
9. Wittenberg may impose certain reasonable time limitations on use of its facilities. As a general rule it is anticipated that the facilities will not be used for a period of time exceeding four hours absent express approval for a longer time. Weddings are an exception to this general rule.
10. Absolutely no alcohol, illegal drugs, profanity or weapons of any kind are permitted on the premises.

11. Children who are middle school aged or younger must be under proper adult supervision at all times.
12. Wittenberg’s written wedding policy is not superceded by the policies stated herein.

Clean-Up Guidelines

The following clean-up requirements apply for both “Church Use” and “Non-Church Use” activities:

Return kitchen utensils and other items used back to original place. Be sure they have been cleaned properly. Be responsible for your own paper products and supplies used.

DO NOT leave wet or dirty cloths on the sinks. Take them home, wash them, and return them clean, placing them back in the proper drawers within three days. Wash all the sinks and counter tops, and wipe them dry.

DO NOT leave any trash or open containers on the counters, in the refrigerator or freezer. Take trash to the receptacle behind the educational building. BE SURE ALL trash cans are cleaned. Place new liners in the trash cans.

DO NOT leave food items in the refrigerator or freezer unless they are labeled and dated. Otherwise, such food items may used or disposed of. Place coffee, sugar, tea, creamer or other items in closed containers. Make sure oven and stove are cleaned and turned off.

When using the tables, place paper or cloth table covers on them. Wipe off all tables with wet cloth, then with a dry cloth. Check chairs for soil and clean as needed.

Sweep and mop all floors before leaving, placing brooms and clean mops in janitorial closet located in kitchen.

Any items used (i.e., tablecloths) must be returned in good condition CLEAN. Example: If the cloths were dry cleaned when received, they must be returned dry cleaned.

Parking and Loading/Unloading Guidelines

The following parking and loading/unloading guidelines apply to both “Church Use” and “Non-Church Use” activities:

Users of the facilities are expected to enter and exit using the main covered entrance on the north (cemetery) side of the church and to park on that same side. If parking space is not available on the north side, then available space in front of the church and on the south (parsonage) side of the church may then be used. Parking directly in front of any of the entrances is prohibited. No parking behind educational wing of the old building is permitted, but that area may be temporarily used to load and unload.

Consent to be Bound and Acceptance of Terms

By my/our signature(s) below I/we expressly accept and agree to the terms of use, conditions and the other provisions stated herein and fully consent to be bound to the same. If signing on behalf of an organization I/we declare that I/we am/are fully authorized to act on behalf of and legally bind the organization on whose behalf we are signing.

\_\_\_\_\_

Reservation Date and Time

\_\_\_\_\_

Room(s) Reserved

\_\_\_\_\_

Purpose

\_\_\_\_\_

Name of User

\_\_\_\_\_

Organization

\_\_\_\_\_

Date Signed

\_\_\_\_\_

Name of User

\_\_\_\_\_

Organization

\_\_\_\_\_

Date Signed