**Messiah Lutheran Church – Facilities Use Agreement**

**Policy and Procedures**

The primary function of Messiah Lutheran Church facilities is to serve as a gathering place for our church and its members and to conduct regular church business. We are glad to make our facility available for use by community groups and groups the members of Messiah are associated with. In wanting to share the blessing we have received; consideration will be given to other non-profit groups requesting the use of our facilities. It is the intent of this policy to set guidelines for groups and outside organizations which request the use of Messiah Lutheran Church facilities.

***Definitions***

This Facilities Use Agreement pertains to all buildings and grounds permitted to Messiah Lutheran Church by the City of Mauldin, South Carolina as well as all other assets located on the premises which are utilized for purposes other than to conduct the business of the church. No commitment for building use is finalized until the Facility Use Agreement has been approved and executed by the Church Council.

***Objectives***

The objectives of the Facilities Use Agreement are to:

* Ensure that all parties who have access to the church property and facilities have agreed to the expectations and responsibilities associated with access.
* Ensure that access to church property is predicated on the ability and agreement to uphold the mission and values of the church.
* Uphold the policy of Messiah Lutheran Church that our baseline for granting permission for the use of facilities be that the activity or organization be non-profit and non-political. After that, provided all criteria have been met, permission may be granted.
* Provide a basis for the approval (or denial) of requests for access, which are either short or long-term.
* Provide a mechanism to maintain records of keys as well as who has access to the facilities, and when.
* Ensure that requests for access to the church and property do not conflict with church activities and functions and that church functions will take priority over any written request and may result in cancellation of the request.
* Ensure that groups and organizations that have access to the facilities carry liability insurance to cover the use of our facility.

**Messiah Lutheran Church** – Facilities Use Agreement Policy and Procedures

Version: 6/01/2020 7/20/2020 Page: 1 of 4

***Process***

1. Any request for access to any of the church’s facilities and/or assets must be made at least 2 weeks in advance by contacting the church directly by phone or e-mail.

2. The Church Office Administrative Assistant will provide confirmation of availability for the date requested and provide the Facilities Use Agreement document to the requestor for completion.

3. The Requestor will return the signed agreement to the Church Office Administrative Assistant for discernment.

4. The Executive Team of Messiah Lutheran Church will determine whether to approve, deny or defer the request for facilities use to the Church Council for a decision.

5. Once a final decision is made, the Church Office Administrative Assistant will log and file the request, add the event to the church calendar (for approved requests) and notify the requestor of the decision.

6. In some cases, the Church Council may require the recovery of any portion of costs that are incurred above and beyond that which is part of the mission and ministry of the congregation.

7. If a key is to be provided to the requestor, there will be a $50 deposit paid by the individual or organization, which will be refunded after the timely return of the key at the conclusion of the event. This key deposit may be waived by the Church Council.

8. Access records to the facilities, property and keys will be maintained by the Church Office Administrative Assistant.

***Duration of Use***

* **One Time Use:** The Church Administrative Assistant will determine the appropriate method to provide access to the facilities and whether a key will be issued.
* **Short-Term Use (6 months or less)**: Upon the conclusion of the Facilities Use Agreement term the agreement will be cancelled and building keys (if applicable) will be returned to the Church Office Administrative Assistant. An extension can be requested in advance of the end of the agreement by following the process outlined above.
* **Long-Term Use (6 months or more):** Individuals and groups with access to the facility outside of normal church business will complete the Facilities Use Agreement on an annual basis to confirm the need, insurance coverage and agreement with the expectations and responsibilities.

**Messiah Lutheran Church** – Facilities Use Agreement Policy and Procedures

Version: 6/01/2020 Page: 2 of 4

***Expectations and Responsibilities***

1. CHURCH PROPERTY - Church property will not be loaned, borrowed, or removed from church premises without prior permission from the Executive Team or Administrative Assistant. Church properties such as chairs, tables, tablecloths, etc. may be used when using the facility and included in the request.

2. FACILITY CARE - The church area used by your group must be left clean, sanitized (as per CDC Guidelines) and orderly with church furniture and property returned to its designated place.

3. KITCHEN - Kitchen use must be specifically requested and authorized prior to your event. Kitchen procedures for use and safety as well as a checklist will be provided and must be followed. It must also be left clean and sanitized to CDC specifications after use. Garbage and trash must be bagged and disposed of in the dumpster location. Church supplies are not to be used except by church sponsored activities.

4. PIANO AND ORGAN USE - Permission to use the piano, organ, or other church owned instruments must be granted by the Director of Music.

5. SANCTUARY/LUTHER HALL SOUND AND PROJECTION SYSTEM - The sound/video system is available for use upon request. The system must be operated by trained congregation members or by individuals pre-approved by the Staff (Music Director or Associate Music Director) and may result in an additional fee. No other equipment may be attached to the church sound system without prior approval. Doors need to be closed, locked, lights off and thermostat temperature returned original setting.

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 buildings and campus, including corridors, restrooms, and parking lots. Alcohol consumption is not allowed on the church property, including all buildings and outdoor areas.

7. BUILDING USE - All groups agree that they will ensure that all event participants leave the building after the event.

8. RESERVATION LOCATION - Only reserved rooms may be used the day of reservation. Final clean-up and sanitizing for events must be completed immediately following the conclusion of the event.

* 1. 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:
  2. a. No fewer than two adults should be present at all times during any program or event involving children.
  3. b. Adult supervision is required at all times both inside and outside of the church property including the parking lot.
  4. c. Children and/or siblings of group members must stay with the group or under the care of additional adult supervisors.

**Messiah Lutheran Church** – Facilities Use Agreement Policy and Procedures

Version: 6/01/2020 Page: 3 of 4

10. FOOD AND DRINK - Food and drink should be limited to designated areas. No food or drink is allowed in the Sanctuary or classrooms. Anyone using the church property is responsible for cleaning and sanitizing 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, tablecloths, etc.) and remove immediately after the event. Storing of catering equipment is not permitted.

11. DECORATIONS - Decorations may not be attached to the walls or doors with tape or anything that will damage the surface. Please seek approval from the Church Sexton for adhering anything to the walls or ceiling. All decorations must be removed immediately and completely following the event.

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

13. STORAGE - Storage space is limited for organizations other than church groups. All organizations using the facility will be responsible for storing accessories offsite unless prior arrangements have been made through the Executive Team and documented in the agreement.

14. BREAKAGE - All persons and/or groups using our facilities are expected to exercise reasonable care and judgment to prevent defacement, damage or breakage. The person(s) signing the agreement for use shall be responsible for paying costs incurred by the church in cleaning, repairing, or otherwise refurbishing any part of the building and/or its furnishings and equipment which, in the judgment of the Church Council, has been carelessly or irresponsibly subjected to more than normal wear and tear by the person(s) or group(s) involved.

15. 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 and not leave them unattended. Messiah Lutheran Church is not responsible for theft or damage to personal property.

16. SAFETY – For the safety and security of congregation and guests, Messiah Lutheran Church prohibits certain items from being brought into the church building, unless specific permission is granted by the Executive Team or Church Council for any of the following items:

* 1. a. Guns & Firearms
  2. b. Martial Arts & Self Defense Items
  3. c. Bows & Arrows
  4. d. Explosive & Flammable Materials, Disabling Chemicals & Other Dangerous Items

17. SAFE PRACTICES – The congregation of Messiah Lutheran Church, its staff and visitors adhere to the CDC Guidelines for group gathering in the wake of the Covid-19 pandemic. These guidelines are attached. The User is required to follow the Guidelines as applicable to the effect and usage of the facility. The User is to provide the products necessary and expected to clean, disinfect and sanitize surfaces and door handles after facility space is used as well as provide hand sanitizer for participants while in use.

**Messiah Lutheran Church** – Facilities Use Agreement Policy and Procedures

Version: 6/01/2020 Page: 4 of 4