

ST. LUKE'S LUTHERAN CHURCH FACILITIES USE POLICY

**4051 King Wilkinson Road
Lincolnton, NC 28092
704-735-2968**

I. General Policy

St. Luke's Lutheran Church encourages the utilization of its facilities, while maintaining a responsible stewardship of these facilities. St. Luke's has the responsibility to share these gifts in harmonious ways within the Beliefs of St. Luke's Lutheran Church, its Mission Statement, and within the Theology and Beliefs of the Lutheran Church Missouri Synod (LCMS).

The St. Luke's Lutheran Church Council delegates to the Facilities Use Committee the determination of the usage of the facilities in accordance with this policy. The Facilities Use Committee reports to and is accountable directly to the St. Luke's Lutheran Church Council.

The Facilities Use Committee will provide a contract for each member; non-member; outside person, group or organization requesting rental or use of any of the St. Luke's Lutheran Church facilities or grounds as a written agreement with this policy. The contract will set forth the name(s), addresses, contact person(s), contact phone numbers of each contracting person, group or organization; the nature and purpose for such requested uses; the requested date(s) and hours of use; the fees charged by St. Luke's Lutheran Church to the group(s); and any and all other relevant matters and/or information regarding the requested use of any of the St. Luke's Lutheran Church facilities and grounds. Where rental fees are applicable, one-half of the total of all fees are payable to St. Luke's Lutheran Church upon the booking of the date(s) for the rental party. The remainder of such fees is due 10 days before the date(s) of the contracted and scheduled use.

At each Church Council meetings, a report will be made to Council of any and all facilities use requests and decisions made by the Facilities Use Committee.

II. Facility Use Guidelines

A. Permission for Building Use

1. All parties, whether member or non-member, understand that the Church has priority when it comes to use of its facilities.
2. To use any part of the St. Luke's Lutheran Church facilities, including grounds, any person, group or organization must be law-abiding and non-discriminatory.
3. In no event will the use of any of the St. Luke's Lutheran Church facilities or grounds be used for an illegal or immoral purpose nor shall they be used in any way that violates the

doctrine of St. Luke's Lutheran Church and of the LCMS as determined by St. Luke's Lutheran Church and the LCMS.

4. The nature and purpose of any outside person, group or organization using the facilities should further the ecumenical and Church tradition and purpose of St. Luke's Lutheran Church as stated in her constitution and bylaws.
5. An *APPLICATION FOR USE OF FACILITY CONTRACT FORM* found at the end of this document, must be completed, signed and submitted to a member of the Facilities Use Committee stating the nature and purpose for use of facilities or grounds.
 - This form must be completed by any church member as well as any non-member, person, group or organization requesting use of any of the St. Luke's Lutheran Church facilities including outside grounds.
 - This form must include all information about the nature and purpose of the requesting group and event, the name(s), addresses and contact information of responsible parties, the dates, times, rooms or grounds requested and other materials or services requested by the rental group and as may be applicable for the requested function.
 - No reservations will be considered and no dates confirmed or entered on the St. Luke's Lutheran Church Master Calendar until the contract is signed and accepted and the deposit fee has been received.
6. Groups and organizations of St. Luke's Lutheran Church may request to use the facilities and grounds at no charge, subject to following item #3 above, and subject to available dates and space as determined by the Facilities Use Committee.
7. Individual active members in good standing of St. Luke's Lutheran Church may request to rent the facilities and grounds for an event for themselves or for a member of their immediate household, subject to the guidelines and requirements of this document. Members cannot rent the facility for their cousins, nieces, etc., to hold weddings or parties to avoid non-member rental fees. Members are required to pay an upfront fee of \$180.00 per event, of which \$100.00 is a \$50.00 rental fee and a \$50.00 fogging fee, and the \$80.00 is a cleaning deposit fee that will be returned to the member upon satisfactory completion and inspection of the facility. If for any reason the inspection is deemed unacceptable, the cleaning deposit will be forfeited and a professional cleaning service will be contacted to complete the job.
 - Amend #7, effective 06/13/2022, fogging fee is discontinued, reducing the amount per event to \$130.00.
 - For any and all uses of any of the facilities or grounds by the active member or the active member's immediate household, it is required that there be a single designated

active member representative who is responsible for making the request and completing the *Application for Use of Facilities Contract Form* found at the end of this document. The active member's representative is responsible for making sure all the guidelines and requirements of this document are fully understood.

- The active member's representative is fully responsible for communicating any and all details of the event to the Facilities Use Committee or its designee. Once the *Application for Use of Facilities Form* is completed, signed and presented to the Facilities Use Committee along with any applicable fee, no deviation is permitted from the event details as specified on the form.
 - The active member's representative understands for all member events there will be no assistance from others; the member representative is responsible for all aspects of managing their requested event.
 - The active member's representative making such request for use of the facilities understands they are required to be present at all times during the event.
 - The active member's representative is responsible for setup of the room(s) and is responsible for returning the room(s) to the original condition unless an agreement has been made with and agreed to by the Facilities Use Committee or its designee.
 - Any questions or concerns regarding guidelines or requirements of this document should be addressed to the Facilities Use Committee prior to the active member(s) requesting any type event.
8. Other outside and non-member groups and/or organizations may apply to the Facilities Use Committee for use of the facilities and grounds, subject to availability and according to all the terms contained within this document. All hours of operation, applicable fees and payment schedules will apply to such requests. All usage by any persons, groups or organizations shall not conflict with the beliefs, the stated purpose, policies or schedules of St. Luke's Lutheran Church.
 9. Any on-going or regularly scheduled uses of the facilities and grounds by any person, group and organization will require approval of the St. Luke's Lutheran Church Facilities Use Committee.
 10. Any requesting group or organization shall notify the Facilities Use Committee of their desire to utilize the church facilities or grounds at least 45 days, but no more than 12 months, prior to the need for use. They will read, understand and comply with the terms of this document and complete an *Application for Use of Facility Contract Form* (see item #5 above) and submit this form to the Facilities Use Committee. Upon approval and acceptance of such request(s), and upon receipt of any deposit fees, the requested information will be added to the St. Luke's Lutheran Church Master Church Calendar and the requesting group will be notified of confirmation.

11. The person, group or organization contracting for use of the St. Luke's Lutheran Church Facilities will be responsible for compliance with the rules as contained in this agreement, and any rules posted on the premises.
12. The contracting person, group or organization agrees to indemnify and to hold St. Luke's Lutheran Church harmless from and against any damages, claims or demands arising out of or related to the use of church facilities or grounds by any person on the premises because of or related to the scheduled activity, regardless of negligence or wrong doing by St. Luke's Lutheran Church, or it's assignee, and agrees to indemnify St. Luke's Lutheran Church for all expenses, including attorney fees, arising out of any claims.

III. User Fees

A. The following usage fees are intended to encourage good stewardship of the St. Luke's Lutheran Church facilities and to ensure these facilities; grounds and equipment are used and maintained properly.

1. A deposit of one-half of the total facilities or grounds usage fees is due and payable to St. Luke's Lutheran Church upon the confirmation of booking the date(s) for the event(s). The remainder of all applicable fees is due not less than 10 days before the date of the requested event.
2. Cancellation of any scheduled event requires at least 45 days' notice before the date of the scheduled event in order to receive a refund of the deposits or fees paid minus a processing fee of 20% of the required deposit.
 - Cancellations received after 45 days of the scheduled event will result in forfeiture of any deposits or fees paid.
 - Any refund may require up to 10 days to process and a check for the refunded amount will be mailed via U.S. postal mail to the person(s) requesting the refund.
3. All groups and/or organizations using the St. Luke's Lutheran Church facilities or grounds are responsible for any and all damages to any of the facilities and grounds, including but not limited to any property, equipment or furnishings. There will be a fee of \$100.00 applied and charged to the person(s), group(s) or organization(s) renting the facilities per damage incident, plus the contracted rental person(s), group(s) or organization(s) will be solely responsible and liable for any and all actual costs of repairs and/or replacements of any and all damaged facilities and grounds. Legal actions will be undertaken to recover any and all payments of any and all damages.
4. The use of any specialized sound and/or lighting system(s) belonging to St. Luke's Lutheran Church requires a separate fee payable of \$300.00 per 4 hours use with an

additional cost of \$50.00 per hour thereafter. St. Luke's Lutheran Church designated personnel are required to operate this equipment. The above fee structure includes the operator fee.

5. Cleaning of the facilities — For all non-members or outside persons, groups or organizations contracting for the use of the St. Luke's Lutheran Church Family Life Center Fellowship Hall facilities (which includes grounds), a one-time upfront cleaning fee of \$130.00 is applicable and is included in the rental rates specified in item #7 below.

Should an inspection after any event reveal insufficient cleaning of or damage to the facilities, including grounds, (to be determined solely by designated St. Luke's Lutheran Church personnel), any person, group or organization renting the facilities, and/or grounds, will be subject to a charge of \$50.00 per hour to be applied for cleaning and/or repairs and this fee will be collected from the rental party prior to the rental party leaving the premises.

6. Room Fees and Hours of Operation —The hours of operation of St. Luke's Lutheran Church facilities, including grounds, for rental purposes are as follows;

- Monday through Friday – 6 PM till 10 PM
- Saturday – 10 AM till 10 PM
- Sunday – Any Sunday rental of facilities and grounds will not begin until 1:00 PM, and will be determined on a case by case basis by anyone requesting Sunday use of the facilities or grounds.
- The facilities will be secured for the day at 10:00 PM for any and all events. This means that all persons participating in rental events must be out of the facilities and off the grounds by 10 PM.
- In the event of a member's death, the Church will have priority to use the facility to hold family reception and visitation, and to feed the family after the funeral on any days that the facility is not under contract prior to 6:00 PM

7. Lower Level Conference Room — Rentals include available tables, chairs, and white board.

- A portable projector along with a stand-up screen is available for a separate fee of \$50.00 per event.
- Conference Room including Lounge — 4 hours
- \$150.00 minimum rental fee, plus \$65.00 cleaning fee for a total of \$215.00.
- \$25 per hour for each additional hour.
- For 40 or less people.
- **SEASONAL RENTALS ONLY**

8. Main Fellowship Hall — Rentals include available tables and chairs. Other materials may be available upon request, and may be arranged dependent upon sufficient notice and nature of the event. Other fees may be applicable for certain materials as may be requested.

- Fellowship Hall – Full one-day facilities use, which is designated to be 8 hours use out of the previously stated Saturday 10 AM till 10 PM hours of operation. This rental will include 4 hours total time, which must be ended not later than 10 PM, the day before the event for set-up. This rental does NOT include any additional and applicable Technology Room fees.
 - \$1380.00, this includes cleaning fees.
- Fellowship Hall with Kitchen for 6 hours.
 - \$630.00 plus \$100.00 per hour for each additional hour, includes \$130.00 cleaning fees.
- Technology Room — Room 203
 - \$300.00 for 4 hours, plus \$50.00 for each additional hour. This fee would be applicable for such requests as specialized lighting and/or sound (music) or slide show presentations. This fee does include the operator fee.

IV. Responsibility

A. It is the responsibility of the St. Luke’s Lutheran Church Facilities Committee to:

1. Implement and enforce this Facilities Use Policy and to understand St. Luke’s Lutheran Church functions have priority.
2. Coordinate the use of the St. Luke’s Lutheran Church facilities including grounds.
3. Notify requesting persons, groups or organizations of the approval to use the facilities and/or grounds.
4. Ensure that all scheduled events are immediately posted on the Church Master Calendar subsequent to receipts of fee deposits.
5. Make inspection of the St. Luke’s Lutheran Church facilities and grounds and ensure all facilities and grounds are secure after any and all use.
6. Consult with the St. Luke’s Lutheran Church Council, as necessary, in those situations that appear to be beyond the scope of this policy and/or these rules and restrictions.

B. It is the Full and Complete Responsibility of the Requesting Person, Group or Organization to:

1. Submit an *APPLICATION FOR USE OF FACILITY CONTRACT FORM* for the use of the facilities at least 45 days prior to the intended use along with payment of any and all rental fee(s), that are applicable.

2. All persons, groups, or organizations, other than members in good standing of St. Luke's Lutheran Church, shall provide proof of insurance, and accept full responsibility for the loss of anyone's property in the event of fire, theft or other type loss.
3. The person, group or organization renting the facilities shall assume all financial responsibilities for any and all personal injury which may occur during, or as a result of the use of any of the St. Luke's Lutheran Church facilities or grounds.
4. Immediately report any damages of any church property, equipment and/or furnishings to the Facilities Use Committee. If there are any damages, the responsible person, group or organization will make payment at the time of discovery of such damages to St. Luke's Lutheran Church for any and all applicable costs as determined by the Facilities Use Committee and as specified in Item #3, Section III, Users Fees of this document.
5. Any non-member person, group or organization shall designate one responsible contact person that must meet with the St. Luke's Lutheran Church Facilities Use Committee representative prior to any scheduled event to do any final set-up and also to become familiar with the facilities equipment, locations of all exits, location of fire extinguishers, and any other necessary issues to be discussed.
6. Each and every individual involved with any event at the St. Luke's Lutheran Church facilities or grounds must limit themselves to ONLY the area or areas contracted for and must NOT access any other areas or use facilities products.
7. Clean-Up – All persons, groups or organizations are required to leave the facilities and grounds as they found them. Trash must be removed from all parts of the building. All lights must be turned off, all doors and windows must be closed and locked, and the security system will be armed. All areas inside and outside the facilities, including parking areas, must be restored to their original, as found condition. Any leftover food and beverages must be removed from the premises on the day of the event. For ALL members, a cleaning checklist will be provided that must be completed.

V. General Rules

A. The following general rules apply to all persons, groups and/or organizations using any of the St. Luke's Lutheran Church Facilities or Grounds.

1. Applications — Forms for the use of the facilities and grounds may be picked up from the church on Sunday mornings during regular hours of worship (10AM to 12 Noon); from any member of the Facilities Use Committee; from the church web site; by calling the church phone and leaving a message; or by calling the Pastor by phone.

2. Fees — A fee is customary for all members and non-member persons, groups and organizations using the facilities or grounds to defray actual expenses of the use of the facilities or grounds including but not limited to: air conditioning, water, heating, lighting and the time required by staff to assist with the use of the facilities. The Facilities Use Committee will determine the appropriate fee(s) based on the information provided on the application by the requesting party and according to the St. Luke's Lutheran Church Schedule of Fees as stated in Section III of this document.

3. Equipment and Furnishings — No tables, chairs or any other equipment or furnishings shall be removed, re-arranged or moved from any location of the facilities or grounds by anyone or any group except as approved in advance by the St. Luke's Lutheran Church Property Committee.

4. Musical Instruments, Audio Visual and Sound Equipment — The use of church musical equipment, sound and/or specialized lighting systems is not permitted unless operated by designated St. Luke's Lutheran Church personnel and approved by the Facilities Use Committee when an event is booked.

5. Decorations —

- No tacks, nails, tape or other material that will deface church property shall be used.
- Only drip-less candles may be used.
- The use of lighted wax candles is PROHIBITED inside the facilities unless enclosed in a container.
- Candles must not damage, burn or leave marks on any part or parts of the facilities.
- Decorations such as streamers shall not be attached to walls, pews, chancel rails, or ceilings in a manner that will leave permanent marks.
- All decorations must be removed immediately after the event concludes.

6. Removal of Trash — All flowers, food and trash shall be removed immediately after the event concludes so that the facilities are ready for the next scheduled activity.

7. Alcohol and Smoking — No alcoholic beverages or controlled substances may be possessed, served or consumed in any of the St. Luke's Lutheran Church facilities or on the church grounds. No smoking is permitted inside any of the St. Luke's Lutheran Church facilities.

8. Pets — There shall be no pets allowed in the facilities except for working dogs, and prior request and notification must be given by the Facilities Use Committee for this purpose.

9. Hours — All groups must vacate the building not later than 10 PM, unless prior approval has been applied for and granted by the Facilities Use Committee (see Section III).

10. Setup — All groups are responsible for their own setup and layout of the room being requested. St. Luke's Lutheran Church members can assist the rental party with setup and breakdown of the room or rooms upon request. The facility must be returned to the condition in which the rental person, group or organization found it immediately following their scheduled event.

11. Storage — No equipment or materials may be stored or left overnight for any scheduled event without special prior approval by the Facilities Use Committee. If such approval has been granted, St. Luke's Lutheran Church assumes no liability for any equipment or materials belonging to any outside person, group or organization.

12. Safety — The safety and health of the participants in any scheduled event is the full and complete responsibility of the person, group or organization sponsoring the event.

13. Group Representative – Each person, group or organization must designate a representative who will consult with the Facilities Use Committee in advance of any event and be responsible for all guidelines in this document and including:

- Accounting for damages to the facilities.
- Basic clean-up, taking away the trash and otherwise leaving the facilities in the same condition as found at the beginning of the event.
- There must be a supervising adult 21 years old or older from the rental group present in the facilities or on the grounds at all times.

14. Publicity — Sponsorship of an event must be clearly specified in all publicity. Non-Church events shall not appear to have the St. Luke's Lutheran Church as a sponsoring organization. The users shall be required to provide, a minimum of one week in advance of any scheduled event, a copy of any and all advertising before it is published.

15. Restrictions:

- Profit making businesses or enterprises are NOT allowed or permitted without prior approval of the Facilities Use Committee and/or the St. Luke's Lutheran Church Council.
- The Facilities Use Committee member or other St. Luke's Lutheran Church member responsible for overseeing any event has the right to ask any individual to leave the premises for any behavior deemed to be inappropriate. Inappropriate behavior or inappropriate use of the facilities will be cause for immediate termination of the Facilities Use Contract, forfeiture of any potential refund, and all persons must leave the facilities and grounds immediately.

- The person, group or organization contracting for use of the St. Luke’s Lutheran Church facilities may not sub-let the room, rooms or grounds they have rented to any other person or entity. Any such assignment will immediately void this agreement and is at the sole option of St. Luke’s Lutheran Church.

16. Right of Refusal – St. Luke’s Lutheran Church reserves the right to restrict or refuse the rights and privileges of any person(s), group(s) or organization(s) in the use of any of its facilities and grounds and especially any use that violates any of these policies, and without cause. The right of refusal shall also include denying the use of the facilities to any party requesting rental that is construed to not be in accordance with the Theology and Beliefs of St. Luke’s Lutheran Church and of the LCMS.

The right of refusal shall also be enforced when it has been determined by the St. Luke’s Lutheran Church Facilities Use Committee, or it’s authorized designee, that any use of these facilities or grounds would potentially bring any danger to the facilities or it’s contents or grounds; or would result in excessive wear to any part or parts of any of the facilities, contents or grounds. The right of refusal shall be enforced including for any other reason or reasons deemed to be applicable. The right of refusal will be administered and based solely on the judgment of and by the St. Luke’s Lutheran Church Facilities Use Committee and/or its authorized designee.

17. Facilities Use Committee Contact Persons —

St. Luke’s Lutheran Church – 704-735-2968 – If no answer, leave message

Melissa Nichols – 704-968-3082 - cutshawmelc26@aol.com

Brandie Summey – 704-732-7529 - jandb1114@charter.net

Myron Beal – 704-400-2730

We at St. Luke’s Lutheran Church consider any and all of our church facilities to be God’s facilities and they must be used accordingly and as stated previously in this document. The purpose and/or reasons for this policy are not to hinder, limit or restrict their use, but to protect ‘St. Luke’s Lutheran Church’s investment from irresponsible misuse and/or abuse. The above policy is our best effort toward achieving this purpose.

This policy, along with all user fees, is reviewed and updated by the St. Luke’s Lutheran Church Council annually, or as otherwise deemed necessary.

Adopted November 8, 2009

Amended: March 7, 2021

Amended: June 13, 2022

St. Luke’s Lutheran Church Council

Changed Facilities Use Contact Persons

St. Luke’s Lutheran Church Council, May 8, 2023

**APPLICATION FOR USE OF FACILITIES
CONTRACT
FOR ALL EVENTS**

DATE(S) REQUESTED _____

ACTIVITY BEGINS AT _____ **ENDS AT** _____

NAME OF PERSON OR GROUP REQUESTING USE _____

TYPE OF ACTIVITY _____

GROUP REPRESENTATIVE _____

HOME PHONE _____ **WORK PHONE** _____

E-MAIL _____ **CELL PHONE** _____

ADDRESS _____

SET-UP / EQUIPMENT / SUPPLIES / MATERIALS REQUESTED

LIABILITY: The applicant agrees to assume full responsibility for personal injuries and damage to property arising from the use of the facility by applicant hereunder and agrees to indemnify and hold harmless St. Luke's Lutheran Church from any and all claims and damages relating thereto.

Total Agreed to Fees for Use: \$ _____, as approved by _____

Amount of Deposit Received \$ _____ **Date Received** _____

Received By: _____ **Check # (or cash)** _____

Balance Due (10 Days prior to use) \$ _____ **To be paid by (date)** _____

I have read, understand, and agree to be bound by the terms and conditions of the St. Luke's Lutheran Church Facilities Use Policy.

(Signature of Contracting Person Responsible) (Printed Name) (Date of Contract)

(Signature of Saint Luke's Lutheran Church Representative) (Date)