

TRINITY EVANGELICAL LUTHERAN CHURCH
189 Regent Street Sudbury, Ontario
705-674-4834
Facility Use Agreement
Adopted by Congregation Council on November 22, 2016

Trinity Evangelical Lutheran Church's primary purpose is to carry out the mission and ministry of the congregation. It has a desire to serve as an outreach to the community and has a number of longstanding relationships with community organizations for ongoing use. The congregation is happy to have your organization share our facilities.

So that all church members and outside groups can enjoy our facility, we ask that you follow this guide and sign and return the Facility Use Agreement and Release Form. A copy of the approved form will be returned to you once approved.

Building use activities fall under the jurisdiction of the Congregation Council. Requests for building use are managed through the church office. No commitment for building use is finalized until the Use Agreement has been approved and executed through the church office. Local organizations and individuals for one-time or short-term usage also may use church facilities. When possible we will attempt to make our facility available for such groups. Our first priority is to congregation programs and membership needs. Priority is then given to nonprofit groups that are supported by our church and finally to other nonprofit organizations.¹

Approval for the use of the grounds and/or facilities of our congregation does not constitute or imply endorsement of a group, their mission, or their positions. Groups approved to use congregation facilities are not to advertise the event in such a way as to imply endorsement by the congregation. No activities or advocacy may take place within the congregation, its buildings or grounds that conflict with the practices of this congregation and the ELCIC.

Included in this guide are the following:

- Steps to Facility Use Scheduling
- Rules and Regulations
- Facility Use Agreement and Release Form

STEPS TO FACILITY USE SCHEDULING

1. Obtain and complete a Facility Use Agreement and Release Form from the church office.
2. Attach any additional information you feel might be useful in helping to determine if we can accommodate your group.
3. Return the Facility Use Agreement and Release Form to the church office and you will be notified whether your request is approved or not approved.
4. When request is approved, pay the security deposit (\$100) to confirm your reservation.

FEEES FOR FACILITY USAGE

Charges for of the use of the Church will be by a donation. A suggested donation will be provided to the person or group when the booking is confirmed.

RULES AND REGULATIONS

1. CHURCH PROPERTY. Church property will not be loaned, borrowed, or removed from church premises without prior permission from the church office. Church property such as chairs, tables, tablecloths, etc may be used when using the facility under the rules herein.

2. FACILITY CARE. The church area used by your group must be left clean and orderly with church furniture and property returned to its designated place. Failure to comply

may result in forfeiture of the security deposit.

3. KITCHEN RULES. The kitchen must be left clean and orderly after use. Garbage and trash must be bagged and disposed of off the premises.

Church supplies are not to be used except by church sponsored activities. Failure to comply may result in forfeiture of the security deposit.

4. PIANO AND ORGAN USE. Permission to use the piano, organ and/or hand bells must be granted by the Pastor or Director of Music. Piano and/or organ should not be moved except by permission from the Director of Music and may require the assistance of professional movers. If professional movers are required, the requesting group must pay for the moving and for tuning the piano after repositioning.

5. SANCTUARY SOUND SYSTEM. The Sanctuary sound system is available for use upon request. The system must be operated by trained congregation members or by individuals pre-approved by the church office. No other equipment may be attached to the church sound system without prior approval.

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, including corridors and restrooms. Alcohol consumption is not allowed on the congregation 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. They will be responsible for turning off all lights and closing all windows. As applicable, if a key is provided, the group or member will be responsible for locking the facility.

8. NO GAMES OF CHANCE. Gambling on the church premises is strictly prohibited.

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:

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

10. FOOD AND DRINK. Food and drink should be limited to designated areas. Anyone using the church property is responsible for cleaning up 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, table cloths, etc.) and remove immediately after the event. Storing of catering equipment is not permitted.

11. DECORATIONS. Decorations may be attached to the walls or doors with removable tape that will not permanently damage the surface. All such 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 for its own use 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 church office.

14. BREAKAGE. All persons and/or groups using our facilities are expected to exercise reasonable care and judgment in such use in order to prevent defacement, damage or breakage. The person(s) signing the application 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 congregation has been carelessly or irresponsibly subjected to more than normal wear and tear by the person(s) or group(s) involved. These costs will be deducted from the security deposit.

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. The congregation is not responsible for theft or damage to personal property. The church also has a monitored security system that needs to be armed and disarmed in a proper manner when entering and exiting the church according to instructions provided. If the person or group using the church causes a false alarm to be generated as a result of not arming or disarming the system properly, all associated costs will be the responsibility of the person or group using the church.

16. FINAL DECISIONS. In case of doubt or uncertainty by any outside person or group about the application or interpretation of these regulations, or in the customary practices not specifically mentioned here, the Congregation Council or their delegated representative shall decide the matter and all individuals and groups shall abide by the Congregation Council's directions or forfeit the use of any part of the facility immediately.

Trinity Evangelical Lutheran Church
189 Regent Street South
Sudbury, Ontario

Office: (705) 674-4834
Fax: (705) 674-7184
E-mail: office@trinitysudbury.ca

**TRINITY EVANGELICAL LUTHERAN CHURCH
FACILITY USE AGREEMENT and RELEASE FORM**

Name of Organization: _____
Responsible Person: _____
Address: _____
Contact Person's Name: _____ Day Phone: _____
Fax: _____ Email: _____ Cell Phone: _____
Organization's Purpose: _____
Date(s) Requested: _____ Start Time: _____ End Time: _____

Frequency: One Time Only Weekly Monthly Other: _____
Which day of the week: Mon Tue Wed Thurs Fri Sat Sun

General Information

Describe in detail the type of event you would like to bring to our facility:

Will tickets be sold or admission charged for your event? Yes No

If yes, what will be the ticket price or the admission fee? \$ _____

If yes, how will the net proceeds from this event be used? _____

Is your group a CRA Registered Nonprofit organization? Yes No

If yes, Nonprofit Tax ID Number: _____

Facilities Requested:

- Sanctuary (with or without piano/organ or sound system)
- Fellowship Hall (large group meeting room)
- Kitchen
- Meeting Room
- Other (list: _____)

Anticipated Number of Participants: _____

Will food or drink be consumed? Yes No

Special Needs or Requests: _____

Equipment Needs:

- | | | |
|--|---|---------|
| <input type="checkbox"/> Large Screen TV | <input type="checkbox"/> 6 Foot Tables: | # _____ |
| <input type="checkbox"/> DVD Player | <input type="checkbox"/> 8 Foot Tables: | # _____ |
| <input type="checkbox"/> Wireless Internet | <input type="checkbox"/> Chairs: | # _____ |
| <input type="checkbox"/> Flip Chart and Markers | <input type="checkbox"/> Food Serving Tables: | # _____ |
| <input type="checkbox"/> Reception Table at Entrance | <input type="checkbox"/> Other: | _____ |

Certificate of Insurance Requirements - Non-church groups are required to provide certificates of insurance naming Trinity Evangelical Lutheran Church as additional insured. A certificate should be turned in to the church office at least one week before the first use. For continuing usage, the form must be renewed annually and submitted to the Church. If the group is not able to provide a certificate of insurance, the group can apply to be covered under the Church's insurance policy and pay all associated costs including a \$25 administration fee.

Fee Arrangement

The parties understand that the fee for use of the building will be as decided upon by the Church Use Committee and communicated to the person or organization using the Church. Additionally, costs incurred to clean up or make repairs following your use of the facility will be charged back to the user group.

Release and Indemnity Agreement

This Release and Indemnity Agreement is between _____
(organization or individual) and Trinity Lutheran Church, for use of the property described above for meetings and other activities.

NOW, THEREFORE, in consideration of Trinity Lutheran Church permitting the organization or individual(s) to use the property described herein, the organization or individual(s) agree(s) as follows:

1. Organization or individual(s) hereby indemnify, hold harmless, releases, and discharges Trinity Lutheran Church and its directors, agents, officers, members, volunteers, and/or employees, from any and all liability, claims, demands, losses or damages arising out of the use of the property.

ACCEPTANCE OF RESPONSIBILITY

I/We agree to be responsible for the conduct of those coming to or participating in the activity for which this application is being made, and for any damage beyond normal wear and tear which may occur as a result of this activity. I/We will remove all signs posted by my/our group after the meeting has ended. I/We further agree that the church property will be used in accordance with the Rules and Regulations of the congregation (a copy including the Rules has been received) and I/We hereby consent to the Release and Indemnity Agreement.

Name of Organization: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

For the Congregation:

Request Approved Request Denied

Signature _____ Date _____

Office Use Only:

Reservation Confirmed on _____

Deposit (if requested) received on _____

Key to church provided to (Name) _____ on (Date) _____

Condition of Facility after the Event:

Clean / Undamaged

Clean-up needed (number of janitorial hours _____ x \$25/hour)

Damage Noted _____

Deductions from Deposit:

No Deductions

Janitorial Fee of \$ _____

Repair Costs of \$ _____

Amount to be Refunded: \$ _____

Refund of Deposit Requested on _ _____

Refund Cheque Mailed on _____