

ST. JAMES LUTHERAN CHURCH
GETTYSBURG, PENNSYLVANIA

Number 5.60
Subject Facilities Use
Effective 3/04
Revised 11/08; 9/2017
Committee Congregation Council

I. Appropriate Users of the Church Facilities

A. Community groups whose purpose is consistent with the mission of St. James Lutheran Church to witness to the gospel of Jesus Christ by serving the needs of individuals and the community for education, support, nurture, and other social ministries (i.e., Alcoholics Anonymous, T.O.P.S., etc.). There are no fees for such use.

B. St. James Lutheran Church groups who wish to use the Church facilities for meetings, study, fellowship, parties, or other activities. There are no fees for such use.

C. Any individual or group (members or non-members) scheduled to use the worship space for a wedding, funeral, ordination, renewal of vows, etc. who wish to use the Church facilities for a reception or fellowship event following the service. See “St. James Wedding Policy” for any applicable fees for wedding receptions.

D. St. James Lutheran Church sponsored groups such as Boy Scouts and Girl Scouts. There are no fees for such use.

E. St. James Lutheran Church members who wish to use the dining room and/or kitchen for private family celebrations, anniversary parties, etc. not held in conjunction with a worship service. Hosts are expected to clean up after these events. In addition, a maintenance fee of \$100.00 will be charged for such use.

II. Inappropriate Users of the Church Facilities

A. Any individual or group wishing to use the Church facilities for commercial activities or events whose purpose is for private financial gain (i.e. parties where products are sold to benefit the host).

B. Non-members who wish to use the Church facilities for a private party or celebration not held in conjunction with a worship service.

III. Expectations of Users of the Church facilities

A. All individuals or groups using the Church facilities are expected to leave the rooms in standard seating and table arrangement after use.

B. The kitchen and kitchenettes may be used for making coffee, etc. **Use of the kitchen and/or appliances must be scheduled through the Church Office.**

C. The leader of each group is expected to be responsible for all persons in their group, and is asked to provide for proper supervision of children in the group, if any, with appropriate adult to child ratios. Because the Church facilities are usually used by several groups at the same time, members of a group are expected to remain in the room (s) assigned to the group and may not roam through other parts of the facilities. The leader must also inform all persons in their group that the church building and premises must be vacated as soon as the meeting is completed.

D. **Smoking is prohibited within the Church facilities.** Smoking at the entrances and around the outside perimeter of the building is also prohibited, except on the Stratton Street porch, where an ashtray is provided. Alcoholic beverages are prohibited on the Church premises.

E. Individuals and groups using the Church facilities are responsible for cleaning up **their food and drink spills, craft supplies such as paint, glitter, etc.** They're expected to use non-permanent markers. Groups are expected not to leave masking tape on floors, walls, or ceilings. **DO NOT USE DRINKS THAT CONTAIN RED DYE SUCH AS FRUIT PUNCH.**

F. Individuals and groups are responsible for any major damages to the building caused by their use.

IV. Procedures for Use and Scheduling of Church Facilities

A. **All use of the Church facilities must be scheduled with the Church Office.** An application form must be completed and signed by a representative of the organization. Groups wishing to use the building on a regular basis (i.e. for ongoing weekly or monthly meetings) are expected to complete a new application form **in August of each year.** Groups are also expected to notify the Church Office if their contact person changes or if their meetings are cancelled. Any fees due for the use of the facilities must be paid to the Church Office **prior** to the event.

B. The Church Office will make every effort to give consideration to the use of age appropriate rooms when assigning rooms.

C. Priority will be given to worship during special seasons of the year (i.e. Lent, Holy Week, Christmas, etc.). Availability of the Church facilities may be limited during these times.

D. The Sexton or Assistant Sexton is usually available between the hours of 8:00 a.m. and 10:00 p.m. Please feel free to call on him/her for assistance. **All meetings or events should be terminated and the building vacated by 9:00 p.m. each evening.**

E. Exceptions to this Facilities Use Policy may be made by action of Congregation Council.

Please be advised that when a meeting is being attended by the members of your group or organization, it is EXTREMELY VITAL for you to stress to the members that they are to stay in the meeting room during the entire meeting and may use the CLOSEST restroom if necessary. At no time are they permitted to explore, walk about or go into any other room or onto any other floor in the church building. This is for their safety and wellbeing of everyone using the church. Thank you for your cooperation in seeing that this rule is followed.

Application is found on the following page.

Keep the first 2 pages of the agreement for future reference.

Please request copy of the signed Application and Agreement Form upon submission.

ST. JAMES FACILITIES USE APPLICATION AND AGREEMENT

THIS AGREEMENT is entered into on the date written below, by and between Saint James Lutheran Church, an Evangelical Lutheran Church and non-profit corporation, organized under the laws of the Commonwealth of Pennsylvania, with a business address of 104 York Street, Gettysburg, PA 17325; and the Organization whose name is written below:

Name of Organization _____

Contact Person _____ Phone Number _____

Address _____

Email Address (Optional) _____

Requested use: one time ___ weekly ___ monthly ___ bi-monthly ___ other (please specify) _____

Requested Facility: meeting room only ___ kitchen/kitchenette ___ (for what use?) _____

Day (s) and Time (s) you wish to meet _____

Number of people in group: Adults ___ Children ___

Intending to be bound, and in exchange for the use of the Facilities, which is good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and mutually agreed to, Saint James Lutheran Church and the Organization hereby agree as follows:

1. The below signer has the ability and authority to sign on behalf of the Organization.
2. The below signer has read the attached Facilities Use Policy and agree to its terms.
3. The Organization expressly and specifically waives, releases, indemnifies and holds harmless Saint James Lutheran Church, its non-profit corporation, and its pastors, employees, members, agents and representatives, and hereby waives and surrenders, any and all past, present and future claims, counterclaims, demands, suits, actions, causes of actions, liabilities, obligations, damages, injuries, of any nature or kind whatsoever, including claims for personal injury or property damage, plus any and all costs, fees and expenses, including reasonable attorney's fees, whether arising at law or in equity, under the common law, federal, state, local or other law (hereafter "Claims"), in any manner relating to or arising from the use of any Saint James Lutheran Church properties or facilities being made available to the Organization subject to this Application. The signer hereby agrees, on behalf of the Organization, its members, guests, and any other users, and expressly for him or herself, and on behalf of the Organization or its heirs, successors, assigns and insurers, as the case may be, that this waiver and hold harmless agreement is an essential part and condition of the grant of the license to use the properties or facilities. It is the express intention of Organization that this shall constitute and serve as a full, comprehensive and final general release of Saint James Lutheran Church from all such Claims.
4. Failure to adhere to this policy may result in loss of privilege to use this building.

Intending to be legally bound:

Signed _____ Date _____

Room Assigned _____ Date Approved _____

Please detach and return this page only.