

ASCENSION LUTHERAN CHURCH Brookings, SD

Congregation Property Use Policy & Agreement (Adopted By Congregation Council - November 21, 2019)

Ascension Lutheran Church's primary purpose is to carry on the mission and ministry of the congregation. However, **Ascension Lutheran Church** still wishes to expand its outreach into the community by offering the use of its facilities; therefore, when possible, we will attempt to make our facility available for use by local organizations and individuals for one-time or short-term usage. Our first priority is to the programs and membership needs of the church. Priority is then given to nonprofit groups that are supported by the church, and finally to other nonprofit organizations.

Building use activities fall under the jurisdiction of the **Ascension Lutheran Church 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 Business Administrator.

Approval for the use of the grounds and/or facilities of 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 ELCA.

So that all church members and outside groups can enjoy our facility, we ask that you follow this guide and sign and return the Property Use Agreement and Release Form. A copy of the approved form will be returned to you. These forms are only to be used for occasional use such as a once only use or for a few hours one day each week or month.

Included in this guide are the following:

- Steps to Facility Use Scheduling
- Fees for Facility Usage
- Rules and Regulations
- Property Use Agreement Form including Release

STEPS TO FACILITY USE SCHEDULING

1. Obtain and complete a **Property Use Agreement and Release** from the church office or at our website ascensionbrookings.org.
2. Attach any additional information you feel might be useful in helping to determine if we can accommodate your group.
3. Return the **Property Use Agreement and Release** to the Business Administrator who will evaluate your request and notify you if it is approved or not approved.

FEEES FOR FACILITY USAGE

At this time the congregation does not charge a fee for the use of our facilities. However, a refundable damage deposit may be required.

RULES AND REGULATIONS

1. **CHURCH PROPERTY:** Church property will not be loaned, borrowed, or removed from church premises. 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.

3. **KITCHEN RULES:** The kitchen must be left clean and orderly after use. Garbage and trash must be bagged and disposed in the dumpster in the parking lot. Church supplies are not to be used except by church sponsored activities.

4. **PIANO or ORGAN USE:** Permission to use the piano or organ must be granted by the Pastor or Director of Music Ministries. The piano and organ cannot be moved.

5. **SOUND SYSTEM (Sanctuary/Fellowship Hall):** The sound system is available for use upon request. The system must be operated by trained church 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, VAPING OR ALCOHOL USE ALLOWED:** The use of tobacco, vaping, illegal drugs and/or alcohol (beyond religious use) is prohibited on all church property, including all parts of the building, the lawns and parking lots. Violation of this rule may result in the immediate withdrawal of any group's use of the facilities and/or denial of use in the future.

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.

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:

- Adult supervision is required at all times both inside and outside of the church property including the lawn and parking lot when children are present.
- Children and/or siblings of the group members must stay with the group or under the care of additional adult supervisors.
- The nursery facility is available for use under adult supervision.

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 for its own in cases of emergencies, such as funerals. Notice will be provided as early as possible.

13. **STORAGE:** Except for Ascension Lutheran Church groups, all organizations using the facility will be responsible for storing props and accessories offsite.

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, etc 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. A refundable damage deposit may be required.

15. **BICYCLES AND SKATEBOARDS:** No bicycles or skateboards are allowed inside the church facility. A bicycle rack is provided at the main entrance.

16. **PETS:** Service animals only are allowed in the church facility.

17. **PARKING:** Parking in the church parking lot is available only during the period of time that a group has contracted to use the facility. Any damage to vehicles is at the vehicle owner's expense; the church is not responsible for theft or damage to personal property.

18. **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, not leaving them unattended. The congregation is not responsible for theft or damage to personal property.

19. **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**.

Ascension Lutheran Church
2030 Third Street
Brookings, SD 57006
(605) 692-6565
(605) 692-6808 (fax)
ascension@brookings.net

(This page intentionally left blank.)

**PROPERTY USE AGREEMENT and RELEASE FORM for
Ascension Lutheran Church
2030 Third St
Brookings, SD**

Name of Organization: _____

Responsible Person: _____ Day Phone: _____

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: (specify) _____

Which day of the week:

___ Mon ___ Tue ___ Wed ___ Thurs ___ Fri ___ Sat ___ Sun

General Information

Describe *IN DETAIL* the type of event you will be bringing to our facility, including number of participants.

Will a goodwill offering be received at your event? Yes _____ No _____

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

Is your group a Nonprofit 501(c)(3) organization?

Yes: _____ No: _____

If yes, Nonprofit Tax ID Number: _____

Rooms Requested:

- Sanctuary
- Gathering Area
- Conference Room
- Fireside Room
- Nursery
- Kitchen
- Fellowship Hall
- Meeting Room
- Classroom(s) # _____

Anticipated Number of Participants: _____

Will food or drink be consumed? ___ Yes ___ No

Special Needs or Requests:

Equipment Needs:

- Large Screen (sanctuary)
- Overhead Projector (sanctuary)
- Piano/organ (sanctuary)
- Sound system (sanctuary/fellowship hall)
- Easel (pad & markers not provided)
- Other: (specify) _____
- Round Tables: # _____
- 8 Foot Tables: # _____
- Chairs: # _____

(Note: Your group/organization is responsible for the setup and takedown of any chairs and tables needed, unless already set up.)

Certificate of Insurance Requirements - Non-church groups may be required to provide a certificate of insurance naming Ascension Lutheran Church as additional insured.

Release and Indemnity Agreement

This Release and Indemnity Agreement is between _____
(organization or individual) and **Ascension Lutheran Church, 2030 Third Street, Brookings, SD**, for use of the property at above-named address for meetings and other activities.)

NOW, THEREFORE, in consideration of **Ascension 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, release, and discharge **Ascension Lutheran Church** and its administrator, 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 of Property Use Resources 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 OFFICE USE ONLY

_____ Request Approved

_____ Request Denied

_____ Deposit Required

Amount: _____

_____ Deposit Refunded

Signature: _____

Date: _____

Title: _____