

HOLY CROSS LUTHERAN CHURCH FACILITY/GROUND USE POLICY

PURPOSE:

To outline the policy and procedure for use of our facility/grounds by community organizations or groups. The primary purpose of Holy Cross Lutheran Church (HCLC) is to carry on the mission and ministry of the congregation. It is also our desire to serve as an outreach to the community by sharing our facility with community organizations and groups.

PROCEDURE TO USE HOLY CROSS SPACE:

1. Obtain the policy, rules/regulations, and forms from the church office or our website: <https://www.holycrossreno.org/>
2. Complete the Facility/Grounds Use Application and attach any additional information to help us make our decision. Return application to the church office.
3. You will be notified whether facility use is approved or not approved. If approved, the Facility/Grounds Agreement and Release Form will be initiated by HCLC and returned to the responsible person. The responsible person will sign and return the Facility/Grounds Agreement and Release Form to the church office or send to the office email address.

POLICIES:

1. One-time use requests may be approved by the Pastor and Church Council president or vice president, Attachments B and C may or may not be required at their discretion.
2. Requests for exemption(s) to any policy/procedure or negotiation of fees must be made in writing to the Pastor. Exemption(s) or negotiation of fees will require approval by the Pastor and Church Council president.
3. Any group using HCLC facilities for the first time will be expected to make a representative available for orientation.
4. A designated church member or trained person from the organization/group must be present during the entire event. HCLC can provide a Hospitality Host for this purpose at an additional fee.
5. All facilities and equipment must be left in the condition found. Any damages must be reported promptly to the church office.
6. Event cancellations must be reported promptly to the church office.
7. No food or drink may be served or consumed in any area other than the Fellowship Hall.
8. HCLC facility is a non-smoking facility.
9. Pets are not allowed on the grounds except for registered special needs animals.
10. Use of alcoholic beverages requires approval of the Pastor and Church Council president.
11. No commitment for facility use is finalized until the use agreement has been approved and executed/scheduled through the HCLC office.
12. On-going use agreements require recommendation by the Executive Committee of the Church Council and approval by Church Council and will be reviewed annually.
13. Use of facility/grounds will be prioritized in the following manner:
 - a. HCLC congregational programs and membership needs.
 - b. Nonprofit organizations that are supported by the church.
 - c. Other profit and nonprofit organizations or groups.

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- d. A funeral event will take priority over scheduled events (except weddings). All efforts will be made to accommodate all parties. Parties involved will be notified by HCLC as soon as possible.
14. Approval for the use of the facility/grounds does not constitute or imply endorsement of an organization/group, their mission, or their positions. Organizations/groups approved to use facility/grounds 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 our 501 (c)(3) status or the mission/ministry of this congregation and the Evangelical Lutheran Church in America.
15. An insurance rider in the amount of \$1,000,000 from the individual(s) or organization hosting the event(s) is required. This must be provided at least ten (10) days in advance of the date of the event. Such insurance shall name HCLC as additionally insured and provide that HCLC get at least ten (10) days' notice of any policy cancellation. Certificates of insurance or policy copies must be in the name of the individual or organization that is the user/renter. Homeowners' liability policies or certificate for individual user/renter are acceptable for individual use purpose only.
16. Facility/grounds use will be managed by the Executive Committee of the Church Council who report to the Church Council.
17. Community organizations/groups will abide by this policy, adhere to rules and regulations (Attachment A), submit the Facility/Grounds Use Application form (Attachment B), and return Facility/Grounds Agreement and Release Form (Attachment C).

FEES FOR FACILITY/GROUNDS USAGE:

1. No charges are made to HCLC member-initiated or church-sponsored groups or events for the use of the facility/grounds. Donations are welcomed.
2. Suggested Fees:
 - a. Classroom use: seats 10-20 persons, \$25 per hour.
 - b. Sanctuary and Narthex use: seats 75-100 persons, \$50 per hour.
 - c. Fellowship Hall without Kitchen use: seats 75-100 persons, \$50 per hour.
 - d. Fellowship Hall with Kitchen use: \$75 - \$100 per hour.
 - e. HCLC to serve and/or cleanup kitchen – fee determined on case by case basis.
 - f. HCLC Hospitality Host – \$25 per hour
 - g. AV technician services from HCLC: minimum of one hour at \$25 per hour.
3. Organizations using the facility on a regular basis may negotiate long-term rates.
4. Security deposit of \$500 is required of groups that meet on an on-going basis. This deposit may be refunded if no damages, breakage, or destruction of property occur.
5. Fees are due upon completion of the event or as otherwise negotiated.

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ATTACHMENT A Rules and Regulations

1. Church Property: Will not be loaned, borrowed, or removed from church premises without prior permission from the church office. Church properties such as chairs, tables, etc. may be used.
2. Facility Care: The church area used by the group must be left clean and orderly with church furniture returned to its designated place. Vacuuming must be done after the event. Any damages or accidents must be reported to church office promptly.
3. Kitchen Rules (if rented): The kitchen must be left clean and orderly after use. Garbage and trash must be bagged and disposed of in the dumpster. Church supplies such as dishes, flatware, cups etc. are **not** to be used. Dishwasher use is **not** allowed unless by a trained person.
4. Piano and Organ Use: Permission to use the piano or organ must be granted by the Pastor or Director of Music. Piano 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 tuning of the piano after replacement.
5. Sanctuary Sound/Projection System: The sound/projection system is available for use upon request. The system must be operated by trained members or individuals preapproved by the church office. No other equipment may be attached to the system without prior approval. AV tech can be provided for an additional fee.
6. No Smoking or Pets Allowed: Smoking is not allowed anywhere in the facility, including corridors and restrooms. No animals are allowed other than registered special needs animals.
7. Food and Drink: Food and drink is limited to the fellowship hall. If a private catering service is used, the caterer must furnish all equipment (e.g. dishes, silver, tablecloths, etc.) and remove items immediately after the event. Storing of catering equipment is not permitted. Alcohol use must be preapproved.
8. Supervision of Children and Youth: HCLC 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:
 - a. At least two (2) adults always need to be present during any program or event involving children or youth.
 - b. Adult supervision is always required inside and outside of the church facility, including the nearby park playground, church grounds, and parking lot.
 - c. Children and/or siblings of the group members must stay with the group or under the care of additional adult supervisors.

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9. 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.
10. Emergency Scheduling Conflicts: HCLC reserves the right to pre-empt any facility use for its own in cases of emergencies, such as funerals. Every attempt will be made to accommodate both events. Notice will be provided as early and possible.
11. Breakage: All persons and/or groups are expected to exercise reasonable care and judgment to prevent defacement, damage, or breakage. The person(s) signing the Facility/Grounds Use Agreement and Release Form is responsible for paying costs incurred by HCLC in cleaning, repairing, etc. any damages if HCLC has determined damages are due to more than normal wear and tear by the person(s) or group(s) involved.
12. Security: HCLC works to maintain a safe and secure environment within the facility, however no systems are foolproof. Users must pay close attention to personal property and valuables, not leaving them unattended. HCLC is not responsible for theft or damage to personal property. Group agrees to ensure all event participants leave the building after the event. They are responsible for turning off all lights and closing all doors and windows, and doors are locked. There is an AED and first aid kit available in the facility.
13. Final Decisions: In the event of uncertainty with interpretation of this policy, the Church Council or their designated representative shall decide the matter and all individuals or groups shall abide by the Church Council's directions or forfeit the use of any part of the facility immediately.

Contact Information:

Holy Cross Lutheran Church
4895 South McCarran Blvd.
Reno, NV 89502
Phone: 775-827-4822
Email: holycrossreno@gmail.com
Web Site: <https://www.holycrossreno.org/>

Emergency Contacts:

In the event of an emergency at the facility, it is the Lessee's responsibility to contact Pastor Kathy Morris at 702-423-0382.

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ATTACHMENT B
Facility/Grounds Use Application

Organization Name: _____

Responsible Person: _____

Address: _____

Contact Name: _____ Date of submission: _____

Phone: _____ Email: _____

Organization Purpose: _____

Nonprofit 501(c)(3) organization? Yes No Nonprofit Tax ID#: _____

Date(s) Requested: _____

Start Time: _____ End Time: _____

Frequency: One Time Only Weekly Monthly Other

Which day(s) of the week: _____

Describe in detail the type of event you will be bringing to our facility: _____

Will tickets be sold or fundraising planned? Yes No

Number of expected participants: _____ Number of expected vehicles: _____

Will food or drink be consumed: Yes No Is there a caterer? _____

Will alcohol be consumed: Yes No

Room(s) Requested: Fellowship Hall Kitchen Classroom(s)

Sanctuary/Narthex: Piano/organ Sound/Projection System

Equipment/Service Needs: Large Screen LCD Projector

Microphone/Amplifier Round Tables, how many? _____

6 ft rectangle tables, how many? _____ Chairs, how many? _____

HCLC to serve and/or clean up kitchen (extra fee)

Hospitality Host from HCLC (extra fee) AV Tech from HCLC (extra fee)

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For Office Use
.....

Alcohol use approved by Pastor and Church Council President? Yes No N/A

Piano or organ use approved by the Pastor or Director of Music? Yes No N/A

Recommend Approval Disapproval of application

By: _____ Date: _____

Approved: August 10, 2020

Reviewed/Revised: Laurel Lindstrom

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**ATTACHMENT C
Facility/Grounds Use Agreement and Release Form**

___ One-Time Use Agreement ___ Ongoing Use Agreement ___ Annual Agreement

Purpose _____

The following agreement is made between Holy Cross Lutheran Church (HCLC) and
_____ (Lessee).

Access, Fees, and Deposits

Date(s) of Access: _____

Times of Access: _____

Facility Use Fee: _____

Hospitality Host fee: _____

Kitchen serving/cleanup fee: _____ AV Tech fee: _____

Fees Payable (payment not received as indicated may result in a cancellation of this agreement and denial of access for the dates specified):

___ In full by (date) _____ ___ Annually by (date) _____

___ Monthly by (date) _____ ___ Other (date) _____

Deposit Required: \$_____

Areas of Approved Access:

___ Sanctuary/Narthex ___ Fellowship Hall ___ Kitchen ___ Classroom

Certificate of Insurance required at least ten days prior to event and annually.

Termination of Agreement:

1. HCLC may terminate the agreement without notice for a) failure on the part of the Lessee to make payments as stipulated, b) damages to the facility caused by the Lessee, or c) unforeseen circumstances.
2. Either party may terminate this agreement with two weeks advance written notice and all collected fees will be returned to the Lessee. Cancellation of this agreement by the Lessee with less than two weeks written notice will result on 100% of fees being forfeited.
3. Failure by HCLC to enforce one or more of the terms of the agreement does not waive the right to HCLC to enforce any other terms of this agreement. HCLC modification of this agreement on an ad hoc and/or verbal basis does not waive the right to HCLC to enforce any other terms of this agreement.

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Emergency Contacts: In the event of an emergency at the facility, it is the Lessee's responsibility to contact Pastor Kathy Morris at 702-423-0382.

Release and Indemnity Agreement

In consideration of HCLC permitting above group/person to use the property described herein, the person(s)/group agree(s) as follows:

1. Person(s)/group hereby indemnify, hold harmless, releases, and discharges HCLC and its employees, officers, members, or volunteers from 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:

1. The conduct of those coming to or participating in the activity for which this application is being made, and any damage beyond normal wear and tear which may occur because of this activity.
2. Removing all signs posted by my/our group after the activity has ended.
3. Ensuring the church property will be used in accordance with the policy, rules, and regulations of HCLC. A copy of policy, rules, and regulations has been received.
4. I/We hereby consent to the Release and Indemnity Agreement.

Lessee Name (print): _____

Lessee Signature: _____

Title: _____ Date: _____

HCLC Representative Name (print): _____

HCLC Signature: _____

Title: _____ Date: _____

For Office Use

Certificate of Insurance on file: _____ *Deposit received:* _____

Orientation completed: _____ *Sound/system training completed:* _____