

St. Stephen Property Use Agreement

Adopted by Church Council February 2018, Updated August 2019

St. Stephen Lutheran Church's (congregation) 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 you and/or you 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 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.

Building use activities fall under the jurisdiction of the **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 a St. Stephen council representative. Local organizations and individuals for one-time or short-term usage also may use church building. 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 church, then to other nonprofit organizations, and finally to individuals.

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.

Included in this guide are the following:

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

STEPS TO FACILITY USE SCHEDULING

1. Obtain and complete a Property Use Agreement from the church office
2. Attach any additional information you feel might be useful in helping to determine if we can accommodate you.
3. Return the Property Use Agreement to the church office and you will be notified whether it is approved or not approved.

Property Use Cost

Please note: Rental rate is based on a 1-5 hour rental.

This includes set-up and clean-up. You may rent longer at an hourly rate.

Member Rate	\$100 -Additional Time: \$20/hour
Member Referral Rate	\$165 -Additional Time: \$30/hour
Non-member Rate	\$225 + \$50 Refundable Damage Waiver -Additional Time: \$50/hour

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. **KITCHEN RULES:** The kitchen must be left clean and orderly after use. Garbage and trash must be bagged and disposed in the dumpster located in the parking lot. Church supplies are not to be used except by church sponsored activities.
-If garbage is not thrown away in dumpster outside, damage waiver will not be returned-
3. **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 building, including corridors and restrooms. Unless prior approval from church council.
4. **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, locking all doors, and closing all windows.
5. **KEY LOCK BOX:** When given a code to open the lock box to retrieve a key, the group or member will be responsible for opening and locking the room/building. The key must be returned to key lock box immediately following the rental. The lock box is located outside the church kitchen door.
-Failure to return key to lock box following the rental will result in the damage waiver not being returned.-
6. **NO GAMES OF CHANCE:** Gambling or bingo on the church premises is strictly prohibited.
7. **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. Any damage caused by decorations will be repaired at renter's expense.
8. **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 playground and parking lot.
 - . Children and/or siblings of the group members must stay with the group or under the care of additional adult supervisors.
9. **FOOD AND DRINK:** 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.
10. **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.
11. **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 church council has been carelessly or irresponsibly subjected to more than normal wear and tear by the person(s) or group(s) involved.
12. **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.
13. **CANCELLATIONS & REFUNDS:** 50% of the agreed use fee is due at least 30 days before event date. 100% of the fee is due at least 14 days prior to the event. If a cancellation occurs at least 30 days before the event, a 100% refund of any money submitted will be returned. If a cancellation occurs between 14 and 29 days before the event, St. Stephen will keep 50% of the total agreed rental fee. No refunds will be issued for cancellations occurring within 14 days. Appeals may be made in writing to the St. Stephen Church Council.
14. **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**.

St. Stephen Lutheran Church
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PROPERTY USE AGREEMENT and RELEASE FORM for
St. Stephen Lutheran Church

Responsible Person: _____

Address: _____

Phone: _____

Email: _____

Date(s) Requested: _____

Start Time: _____ End Time: _____

Frequency: One Time Only Other

Which day of the week:

Mon Tues Wed Thurs Fri Sat Sun

General Information

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

Rooms Requested:

Fellowship Hall (Gym)

South Building

Other: (list: _____)

Anticipated Number of Participants: _____

Will food or drink be consumed? Yes No

Equipment Needs:

Chairs: # _____ Tables: # _____

Other: _____

Fee Arrangement

The parties understand that the fee for each use of the building will be

\$ _____

A 50% deposit is due at least 30 days before the event to hold the date on the church calendar. 100% of the fee is due at least 14 days before the event. Please see Rules and Regulations for cancelation and refund procedure.

Release and Indemnity Agreement

This Release and Indemnity Agreement is between _____ (print name) and St. Stephen (for use of the property described above for meetings and other activities.)

NOW, THEREFORE, in consideration of St. Stephen 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 St. Stephen 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 Property Use Resources including the Rules has been received) and I/We hereby consent to the Release and Indemnity Agreement.

Signature: _____

Print Name: _____

Name of Organization: _____

Title: _____

Date: _____

A copy of a state-issued photo ID is required to be on file for parties using lock box to gain access to facilities. After agreed use period ends, photocopy will be shredded.

OFFICE USE ONLY

____ Request Approved ____ Request Denied

Name _____
Signature of Council Representative

Date _____

Please Check
_____ Paid in Full
_____ Damage Waiver
_____ Deposit Returned (non member only)