FACILITY USE "AGREEMENT"

St. Luke Lutheran Church

Notices:

St. Luke Lutheran Church (St. Luke) encourages the use of its facilities as a resource to our members, as well as community members, with priority on religious, cultural, recreational, educational, preventative, and civic activities.

Users acknowledge that St Luke employees and invitees may use any portion of the facilities for any purpose at any time during the term of the Facility Use "Agreement" (referred to as "Agreement", hereafter), provided that such use does not unreasonably disturb the agreed upon use of the facilities.

Funerals always take priority; spaces may need to be reassigned or rescheduled in the event of a funeral.

St. Luke reserves the right to refuse, cancel, or reschedule the use of the facility by any group or organization.

Church facilities are scheduled on a first-come, first-serve basis.

The "Agreement" is a contract that allows usage of St. Luke space and/or facilities. Each party agrees that it will treat as confidential all information which may be disclosed to it by the other under this "Agreement".

Procedures:

- 1. All requests to use St. Luke facilities must be addressed and scheduled through the Church Office Secretary. The Church Office Secretary will forward the requests to the St. Luke Facility Use Coordinator (Coordinator) who will process and manage the requests. Routine requests might be delegated to the Church Office Secretary.
- 2. In order to reserve the space, an "Agreement" must be completed and signed by both the Coordinator and the representative of the organization (Organizer) requesting the facility.
- 3. Unless waived, a non-refundable reservation deposit is due at the time the "Agreement" is signed. If this is not feasible (emailed "Agreement"), the deposit is due within seven days of the signing of the "Agreement". If the deposit has not been received within the seven days, St. Luke has the right to remove the reservation. If the facility is used, the deposit is applied towards the total facility use fee.
- 4. St. Luke may negotiate reduced rental and deposit fees for St. Luke-Approved Charitable Organizations.

To become a St. Luke-Approved Charitable Organizations, the organization shall provide the St. Luke Congregation Council a brief, written description of the organization and its mission and goals. Optionally, a representative of the charitable organization may provide, in person, a brief presentation of the organization and its mission and goals to the Council at a regularly scheduled Council meeting. The Council will accept, or not accept, the organization as a St. Luke-Approved Charitable Organization within 15 days of receiving the written document or presentation. Charitable organizations that are currently using St. Luke facilities, as of May 1, 2023, are considered St. Luke-Approved Charitable Organizations. St. Luke reserves the right to cancel any previously-approved St. Luke charitable organization with a 15-day notice.

- 5. Full payment for the use of the facilities is due prior to the event, unless otherwise provided for in this "Agreement".
- 6. All groups (including St. Luke-related events, St. Luke-approved charitable organizations, and St. Luke member's private events) must complete an "Agreement" and receive approval for scheduling purposes.
- 7. When the Organizer receives approval for the facility use, the Organizer must make arrangements with the Coordinator for receiving the appropriate keys.

General Usage Requirements:

- 1. Please leave the space in the condition in which you found it.
- 2. The Organizer of the facility use is responsible for providing competent and adequate supervision for all activities at all times.
- 3. St. Luke is a smoke-free facility and property. Smoking is not permitted within the building facilities or within 25 feet of any exterior door.
- 4. Alcoholic beverages are not permitted anywhere on the church property.
- 5. Moving of liturgical furniture, art, or paraments is not permitted without the Pastor's permission.
- 6. The church worship area {sanctuary) is to be used for worship-related purposes only unless approval is given after negotiations with the Pastor.
- 7. St. Luke is not responsible for personal property left within the facilities and property. Items left longer than one week will be removed.
- 8. Most spaces are considered multi-use spaces. Items used in relation to your event must be removed upon completion in preparation for the next group potentially using that space. Any special arrangements must be coordinated with, and approved, by the Coordinator.
- 9. Damage, breakage, and repair needs must be reported to the Coordinator within 24 hours.
- 10. The Organizer will be responsible for the conduct of participants and will keep the event contained to the space assigned (i.e., if the Multi-Purpose Room is the assigned space, no one should be using Schultz Hall or other spaces, as another group might have scheduled its use).
- 11. The Organizer will also supervise the cleanup of the portions of the facility they used, including the bathrooms. All trash containers shall be emptied. See requirements under "Fees", below, for the restrictions on the amount of trash that can be disposed of on-site.
- 12. The carpet within Schultz Hall is to be vacuumed if used.
- 13. All decorations should be removed completely following an event. The use of push pins, thumb tacks, or Scotch tape is prohibited. Wall decorations may be secured with painter's tape. All balloons should be secured with weights.
- 14. The room accessories (tables, chairs, etc.) are to be restored to the original configuration.
- 15. Upon completion of the event(s), the Organizer will ensure all lights are turned off, all windows are closed, all doors are securely locked, and the keys are returned if applicable.
- 16. The Organizer is to report anything out of order (light bulbs out, broken equipment, etc.).

Priority of Funerals:

Funerals are an important part of the ministry and outreach of St. Luke. Funerals, therefore, take priority over other scheduled events. Please be aware that this could affect set-up, decorating, and other things you may want to do in advance of your event.

While St. Luke will do its best to limit the impact of funerals on other activities at the church, flexibility on the part of the users is appreciated.

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Kitchen Use Requirements:

Listed below are some general expectations regarding the use of St. Luke kitchens.

- 1. If requested, the small Schultz Hall kitchen may be used for an additional fee. The small kitchen provides access to a stove, sink, and refrigerator.
- 2. If requested, the large Schultz Hall kitchen may be used providing all of the following conditions are fulfilled:
 - a. Appropriate fees are negotiated and paid.
 - b. The Organizer designates a person to be responsible for the kitchen.
 - c. The person designated to be responsible for the kitchen is approved by the Coordinator.
- 3. All equipment and utensils will remain on the premises.
- 4. Equipment will be operated only by people trained in their use.
- 5. Grease should not be drained into any sink; instead, place in a disposable container.
- 6. All utensils will be washed and returned to their proper location.
- 7. Stove, countertops, and equipment must be cleaned.
- 8. Garbage containers will be emptied and disposed of properly. See additional requirements under "Fees", below.
- 9. Floors will be swept.
- 10. Before leaving, all exhaust fans, equipment, and lights are to be turned off.
- 11. Please leave the kitchen the way you found it.

Fees:

- 1. User fees can be found on the "Application" section of this "Agreement", see pages 4, 5, and 6,
- 2. Rental fees are negotiable for large events and groups that are regularly scheduled.
- 3. Although the fees do not apply to St. Luke-related events, please schedule such events to avoid conflicts.
- 4. For St. Luke members, rental fees will be equal to 50 percent of the listed fee for non-religious events, such as birthday party events. However, the entire Cleaning Charge will be applied if the space is not as clean as prior to your use.
- 5. Rental and deposit fees will be negotiated to a reduced donation for St. Luke-Approved Charitable Organizations. However, the Cleaning Charge will be applied if the space is not as clean as prior to your use.
- 6. A deposit fee is required to reserve the space, time, and date. The deposit fee will be applied towards your total facility fee. If the space is not used, the deposit fee is nonrefundable.
- 7. The rental fee includes the dumping of **one** 32-gallon bag, maximum, of trash into the church's dumpster. All other trash shall be disposed of at other locations outside of the church facilities, as dumpster space is extremely limited on-site.
- 8. Extra fees may be charged for extra trash pickup and additional custodial work.
- 9. Fee payments are due prior to the event, unless the use is frequent and continuous, in which case, payments are due each month prior to the end of the month.

Equipment Rental:

St. Luke does not allow rental of any equipment for events outside the facilities, including, but not limited to, tables, chairs, kitchen equipment, etc.

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Weddings: Under development.

Liability:

- 1. The group using the facilities and the activity Organizer shall agree to indemnify St. Luke Lutheran Church for any and all damages by or to any person or persons attending the activity.
- 2. St. Luke Lutheran Church may require the user to provide a Certificate of Liability Insurance coverage for bodily injury and property damage naming the St. Luke Lutheran Church as an additional insured.
- 3. St. Luke Lutheran Church will not be held liable for loss or destruction of personal items.
- 4. In the event of damage to St. Luke Lutheran Church, the user will accept St. Luke Lutheran Church's estimate of the amount of damage and shall pay appropriate costs.

Emergencies:

If immediate medical attention is needed, call 911. For non-medical emergencies, you can call the church office at:

St. Luke Lutheran Church 7595 Center Parkway Sacramento, CA 95823 916-421-5039 office@slelca.org

Application: The application information included below is part of this "Agreement".

LIABILITY INSURANCE

Certificate of Liability Insurance: If this box is checked, the organization or po	erson
applying for the Facility Usage "Agreement" shall provide St. Luke Lutheran Church v	vith a
Certificate of Liability Insurance for \$1,000,000, naming St. Luke Lutheran Church as	an Additiona
Insured.	

SPACE REQUESTED

Place a checkmark (" $\sqrt{}$ ") by the space(s) that you are desiring/agreeing to use.

Need	Space	Approx. Size	Fee	Deposit	Cleaning Charge
	Education Wing:				
	Classroom 1	20'x21'	Not available		
	Classroom 2	20'x23'	Not available		
	Classroom 3	20'x25'	\$65	\$25	\$20
	Classroom 4	20'x25'	\$65	\$25	\$20
	Classroom 5	20'x31'	\$75	\$25	\$20
	Rm 5 Kitchen	Use of microwave, sink, refrigerator,	No charge with Rm 5.	N.A.	N.A.
	Multi-Purpose Rm	33'x38'	\$200	\$25	\$20
	Schultz Hall	39'x59' w/o 10' stage	\$300	\$25	\$40
	Large Kitchen	23'x24'	\$150	\$25	\$40
	Small Kitchen	9.5'x13'	\$15	\$10	\$20
	Courtyard	49'x55', fee includes walkways.	\$75	\$20	\$20
	Sanctuary Study*	18'x28'	Negotiable	Negotiable	\$20
	Sanctuary*	46'x84'	Negotiable	Negotiable	\$20

^{*}Requires approval of Pastor

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Please describe what activities will be taking place in the space below.

SUPERVISION	
If young people under the age of 18 will be using the	ne space, please describe the following:
Supervision Provided:	
Ratio, Students to Supervisors:	_
PAYMENT DUE	
Total Payment Due: \$	
Signatures:	
I have read and agree to the terms of this "Agreeme	•
only after this "Agreement" is signed by the authorized received.	representative and the appropriate deposit
Sign By:	Date:
Authorized Signature (the Organizer)	
Approved By:	Date:
St. Luke Facility Use Coordinator	