

Bethel Lutheran Church
4221 Boonville Rd, Bryan, TX 77802
Phone: 979- 822-2742 Fax: 979-822-4082
Website: www.bethel-lutheran-church.org

Parishioners
FACILITY USE AGREEMENT
April 24, 2017

Statement of Purpose - The facilities of Bethel Lutheran Church exist for the sole purpose of serving Jesus Christ and ministering to His people by providing a place to worship, witness, teach and have fellowship.

General Usage Policy - Every group, congregational or other, is required to abide by all Bethel Lutheran Church guidelines, requirements and restrictions regarding usage of the facilities. Each group is required to complete, sign and deliver a Facilities Request Form to Facilities Support in the church office. The request will be turned over to The Facility Use Committee and they will process the request within 14 days. (Reference page 2, for approval process) Congregational functions have priority over all other uses, providing the event is scheduled on the calendar. If a conflict should develop a group or organization may be required to move to a different room or be asked to cancel their function. Facilities shall not be available for use by business, political, or other groups not approved by the Facility Use Committee. If the request is for a congregational event or meeting, a Facility/Calendar Request form is to be used.

Sanctuary

The Sanctuary is a place of worship and shall be treated with reverence at all times. The Sanctuary is used solely for worship, weddings, funerals, and similar gatherings which conform to the ministry of Bethel Lutheran Church.

Organ

Requests for use of the organ must be reviewed by the Facility Use Committee prior to approval of this agreement. All scheduling for use of the organ must be coordinated with the Operations Assistant. All requesting organists should be given appropriate orientation by a BLC church organist before being permitted to play. The organ will not be used by persons who are not proficient in the care and use of the instrument.

AV Equipment

Request for use of BLC's AV Equipment must be reviewed by the AV Committee prior to approval of this agreement. Upon approval all scheduling for use of AV equipment must be coordinated with Facilities Support. Only an AV Committee member or a trained BLC member by an AV committee member will be allowed to use equipment. The use of BLC's AV equipment is an additional fee. The fee is determined upon the understanding of the AV equipment needed.

Parish Hall, Parlor, Narthex and Meeting/Education Rooms

Must be for a church related function or celebration of a life event of a member such as birthday parties, showers, anniversary parties, etc. Activities which DO NOT fall under this criteria are Girl Scouts, Boy Scouts, and conferences of outside organizations.

Kitchen Facilities

The full kitchen shall be used only in connection with church functions UNLESS PRIOR ARRANGEMENTS HAVE BEEN MADE. The groups using the kitchen assume responsibility for cleaning after use. Paper

products such as cups, plates, napkins, silverware are for church related use only. No children under the age of ten (10) are allowed in the kitchen.

Fees

Fees are established upon completion of the request form. If the requested usage requires special setup the day prior to the actual event there may be an additional charge for reserving the room. All AV equipment and Organ have additional fees. (Schedule of fees available on pg. 7)

Approval Process

Facility Use Committee/ Approval Steps

- The Facility Use Committee consists of the Chairman of the Board of Trustees, the President and the Vice President of the Congregation, with the representative from the Trustees serving as Chairman of the committee. This committee shall approve all facility use and must sign off on all requests to use the facilities.
- The Facility Use Committee shall take into special consideration requests of fellow Christians. In the event they are unable to decide upon a request, they shall refer it to the Church Council.
- The BLC Calendar also serves as the BLC Event calendar.
- Complete a "Facilities Request Form" and return it to the Bethel Lutheran Church office, attn: Facilities Support. The completed form will be forwarded to the Facility Use Committee for approval. Once approved, the applicable fees must be paid within 5 business days. At that time, the event will be scheduled on the Bethel Lutheran Church calendar.
- Facility Use Agreement must be submitted 30 days prior and committee has up to 14 days for approval.

Arrival/Departure/Access

The designated entrance to Bethel Lutheran Church will be unlocked at the time specified on your facilities request form. This entrance is the only entrance that should be used. The person listed on the *Facility Use* as the person responsible must remain at Bethel Lutheran Church for the entire time of the event. This person should be the last to leave, making sure that all requirements have been met and turn in card access keys and Facility Inspection form as indicated. Card access keys must be returned to church office or their replacement cost will be assessed, within 48 hours of event.

Children/Child Care

The BLC Nursery room and/or childcare are NOT available for any events. All events involving children and/or youth should be adequately supervised by responsible adults at all times. Children are never to be left unattended.

Cleanup after an Event

- All event decorations shall be removed before the next worship service and/or the same day. This includes regularly scheduled weekday or Saturday worship services and/or special holiday worship services. All Sanctuary items shall be returned to their normal locations.
- If any type of food or drink is served, all tables are to be wiped down and floors are to be swept. Any spills are to be mopped up. Tables and chairs shall be returned to their proper places. Trash shall be taken to the trash receptacles.
- If using counters, sink area, dishes, ovens/stove, coffee maker or dish washer all should be wiped down and cleaned to the level it was at the beginning of the event. Dishwashing equipment should only be operated by trained individuals. No food items shall be left behind. TAKE ALL FOOD WITH YOU PLEASE. All dishes, coffee makers are to be returned to original storage before leaving.
- Parking Lot must be free from any trash and /or debris of any kind and placed in trash receptacles.

Decorations

- Paints, tapes, glues or other substances shall not be used, nor carpentry, electrical or other construction work done on Bethel Lutheran Church premises without prior approval by the Facilities Use Committee.
- No oil based paint, flammable liquids, or fire producing chemicals. Handheld candles may not be used except for Bethel worship services.
- Carpeting and wood surfaces shall be protected from drippings from mounted candles or other decorations.
- No signs, posters, banners, flags, streamers or other items shall be attached or hung within or outside Bethel Lutheran Church facilities without prior approval from the Facility Use Committee.
- All scenery or props must be freestanding. No nails, screws or stage hooks shall be used. All materials used shall be non-combustible or have been treated so as to be made fire-retardant.
- Bird seed, rice, confetti, rose petals, or any substitutes are not allowed under any circumstances.
- Cellophane tape or wire shall not be used to attach decorations to wood surfaces. Command Strips should be used with care. "Blue" painters tape is an acceptable means of attaching decorations.
- Decoration of the chancel: The Altar and Baptismal fonts must retain their spiritual identities. No decorations shall be placed or attached to the Altar table (except flowers), communion rails, or baptismal font.
- Brassware (vases, candelabra, Altar candlesticks, etc.) shall not be moved from their places or removed from the Chancel or Church.
- No greenery or other decorations shall be placed on or fastened to the brass candelabra or other brassware in the chancel area.
- Refer to the Bethel Lutheran Church Wedding Policy for weddings.

Facility Usage Times

Bethel Lutheran Church facilities are generally available for use Monday through Friday from 9:00 a.m. until 9:00 p.m. and on Saturdays from 9:00 a.m. until 4:00 p.m. Bethel Lutheran Church facilities are only available for use on Sundays and/or holidays, for Church related events or Bethel member functions. If Bethel Lutheran Church facilities are used on Saturdays, the premises must be vacated by 4:00 p.m. so the facilities will be clean and ready for worship services on Saturday evening.

Furniture/Equipment

Parish hall rental includes use of available tables and chairs.

Tables — 6' Round seat approximately 7 per table, 9 available in the Parish Hall maximum of 63 people.

Tables — 8' Rectangle approximately 8 per table, 25 available in various locations

Chairs — 200 available (Maximum of 200 people without use of tables. With use of tables would be less people)

General User Responsibility

Persons using Bethel Lutheran Church facilities should use the highest level of care and respect possible. By signing this Agreement you are agreeing to leave Bethel Lutheran Church in good, clean condition. Trash must be gathered up by users and placed in appropriate receptacles. Users are responsible for removing any bulk trash, crates, pallets, packing materials, etc. associated with meetings or events. Group agrees to reimburse Bethel Lutheran Church for any additional cleaning or other costs as a result of its use of its facilities or under this Agreement.

Restrictions

- Alcoholic beverages, liquors, or non-physician prescribed drugs will not be permitted on church property at any time. Anyone judged to be under the influence of alcohol or drugs will be asked to leave the church property.
- Smoking will not be permitted on church grounds.
- Gambling activities are not permitted on church premises.
- All activities shall be restricted to the space/s reserved.
- Once a group or organization is approved to use Bethel Lutheran Church, it is strictly prohibited to pass that permission on to any other group or organization.
- No animals will be allowed inside any of the church facilities with the exception of service animals.
- Except for regular and special congregational functions, furniture, equipment, etc is not to be taken from the church grounds.

Security

Bethel Lutheran Church does not furnish any security services, or any other services except as expressly provided for in this policy and the Facilities Request Form. Group acknowledges and agrees that security for its event is its own obligation.

Damages

In the event of damage to Bethel Lutheran Church property, Group shall accept the amount of repair and replacement costs and any lost income resulting from Bethel's inability to use the property for its customary use as estimated, or otherwise determined, by Bethel Lutheran Church and shall pay Bethel Lutheran Church for such repair and replacement costs upon request.

Additional Requirements

- Any articles of property left on Bethel Lutheran Church property shall be claimed within seven (7) days. If items are not claimed, they will be deemed abandoned and shall become the property of the church to dispense with as the church sees fit.
- In no event shall Bethel Lutheran Church be responsible or liable for any loss or theft of, or any damage to any articles of property of any group or organization or any member thereof.
- Bethel Lutheran Church reserves the right to schedule other activities and events in other parts of the facility during all or part of Group's event.
- Group shall not use Bethel Lutheran Church' facilities in any manner or for any purpose that is in conflict with or contradicts the Lutheran Church Missouri Synod doctrine and beliefs or the mission statement of Bethel Lutheran Church. Failure to abide by this provision subjects Group to immediate ejection from Bethel Lutheran Church as well as serve as immediate grounds for termination of this Agreement.
- Bethel Lutheran Church's name shall not be used by Group in any manner in advertising or other publicity or any other oral or written statements that indicates or implies that Bethel Lutheran Church endorses or sanctions such Group or its meeting, event, mission, or principles, except for any reference to Bethel Lutheran Church solely as the location of the applicable event or as may otherwise be expressly approved in writing by Bethel Lutheran Church.
- At Bethel Lutheran Church's sole option, Group may be required to name Bethel Lutheran Church as an additional insured on its liability insurance policy and said policy shall have minimum liability coverage from \$300,000 up to \$1,000,000 based on the event. Group may also be required to add Bethel Lutheran Church as an additional named insured with a waiver of subrogation in favor of Bethel Lutheran Church. In that event, Group will be obligated to provide Bethel Lutheran Church

with a certificate of insurance documenting the above at least seven (7) days in advance of the event.

Other Provisions:

- This Agreement will be governed and construed in accordance solely with the laws of Texas applicable to agreements made and to be performed entirely within such state, without giving effect to any choice or conflicts of laws principles, which would cause the application of the domestic substantive laws of any other jurisdiction. ·
- This Agreement may be terminated, in addition to as listed above, by either party on fifteen (15) days written notice, for any or no reason.
- This Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the successors and assigns of the parties hereto.
- This Agreement constitutes the entire agreement between Bethel Lutheran Church and Group with respect to the subject matter contained herein, and no oral statement or prior written material not specifically incorporated herein shall be of any force and effect.
- This Agreement may only be amended, modified, or altered by a written instrument executed by the appropriate representatives of Bethel Lutheran Church and Group.
- In the event that any provision or provisions of this Agreement are held to be invalid or unenforceable, in whole or in part, by any court of law or otherwise, the remaining provisions of this Agreement shall nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included therein. The unenforceability of a provision that has been performed shall not be grounds for invalidation of this Agreement under circumstances in which the true controversy between the parties does not involve such provision. No changes or alterations to this agreement shall be binding upon either party unless in writing and signed by an authorized representative of each party.
- Failure by one party to notify the other party of a breach of any provision of this Agreement shall not constitute a waiver of any continuing breach. Failure by one party to enforce any of its rights under this Agreement shall not constitute a waiver of those rights. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provision hereof
- In the event of a claimed breach of this Agreement by any of the parties hereto, except for a dispute where the remedy sought is specific performance or another form of extraordinary equitable relief, such dispute shall be submitted to binding arbitration in Bryan, Texas. The party who is alleging that a dispute exists shall send a notice of such dispute to the other party, setting forth in detail the dispute, and the position of such party with respect to the dispute. If agreement as to the matters detailed in the preceding sentence is not reached within 20 business days after receipt of the notice then, within 10 business days thereafter, the parties shall mutually select an arbitrator who is experienced in commercial arbitration. If the parties are unable to agree upon the selection of the arbitrator, the arbitrator shall be selected by the American Arbitration Association (the "AAA"). Any disputes as to the rules for conducting the arbitration shall be resolved by reference to the AAA rules for commercial arbitration by the arbitrator. The arbitrator shall hold a hearing on the disputed issues within 40 business days after his or her appointment, and the arbitrator shall render his or her decision after the hearing, in writing, as expeditiously as possible, and shall deliver copies of such decision to the parties. A default judgment may be entered against any party who fails to appear at the arbitration hearing. Such decision and determination shall be final and without appeal and may be filed as a judgment of record in any jurisdiction designated by the successful party. The costs of any arbitration conducted under this section, including the fees of the arbitrator, shall be paid in accordance with the decision of the arbitrator, provided that the arbitrator shall assess all costs against any party if he finds such party did not act in good faith. The parties to this Agreement

agree that this paragraph has been included to rapidly and inexpensively resolve any disputes among them with respect to the matters described above, and that this paragraph shall be grounds for dismissal of any court action commenced by any party with respect to a dispute arising out of such matters.

Release, Waiver, and Assumption of Risk

Group acknowledges that the use of Bethel Lutheran Church's property involves certain inherent risk of personal injury. Group freely and voluntarily agrees to assume all risk of personal injury and property damage to Group. Group hereby releases Bethel Lutheran Church, its directors, officers, agents, and employees from and hereby waives any and all liability, claims, causes of actions, or suits that may be made by Group or on behalf of Group arising out of, incidental to, or in connection with any injury, loss, damage, or death suffered by Group or property owned by Group, whether caused solely or in part by the negligence of or breach of contract by Bethel Lutheran Church, or by any other means whatsoever.

Indemnity

GROUP EXPRESSLY AGREES TO AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS, BETHEL LUTHERAN CHURCH AND ITS DIRECTORS, OFFICERS, AGENTS, AND EMPLOYEES ("INDEMNITEES") FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, FINES, SUITS AND LIABILITY OF EVERY KIND AND NATURE WHATSOEVER, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES ("DAMAGES"), FOR INJURY OR LOSS TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY, ARISING OUT OF, INCIDENTAL TO, OR IN CONNECTION WITH GROUP'S USE OF BETHEL LUTHERAN CHURCH FACILITIES OR OTHERWISE ARISING OUT OF GROUP'S OBLIGATIONS UNDER THIS AGREEMENT. THIS INDEMNIFICATION PROVISION SHALL BE APPLICABLE WHETHER OR NOT THE DAMAGES IN QUESTION AROSE SOLELY OR IN PART FROM THE ACTIVE, PASSIVE OR CONCURRENT NEGLIGENCE, STRICT LIABILITY OR OTHER FAULT OF ANY INDEMNITEES. GROUP AND BETHEL LUTHERAN CHURCH ACKNOWLEDGE THAT THIS STATEMENT COMPLIES WITH THE EXPRESS NEGLIGENCE RULE AND IS CONSPICUOUS.

Parishioner Rate

Sanctuary

Only available for spiritual services

Other

\$100	Parish Hall
\$150	Parish Hall with Kitchen
\$50	Room – rate is per room
\$_____	Audio\Video Equipment (Fee will be determined upon approval)
\$_____	Organist (Fee will be determined upon approval)