

Approved by MLC Council at October 11, 2022 meeting

## Messiah Lutheran Church

### Building Use Policy & Responsibilities

**Philosophy of Use** – The property and facilities of Messiah Lutheran Church belong to God; we are to act as stewards of these possessions and should seek to fulfill this obligation in a faithful and responsible manner. It is the desire of this church to provide service to church members, non-church members, and the community by sharing our facilities for the education, recreation, and fellowship of the church body, and for the outreach to the immediate neighborhood and broader community.

Messiah Lutheran Church is available for use by church members and non-church members, such as service organizations, other churches, community groups, and city, county, state and federal governmental agencies.

**Authority** – The Pastor, Council Members, Committee Chairpersons, and staff are directly responsible for the use of the facility. The Pastor, Council Member, and staff have the authority to review and approve/deny church/mission related requests for the use of the church facilities and property.

Non-church members and/or outside organizations must apply for use of the facilities and the Church Council, with input from the Pastor, staff, and/or Committee Chairpersons, will approve or deny applications.

**Stewardship** – In exchange for using the building/facilities, we ask individuals/organizations to donate, when able, toward the costs of utilities, maintenance, and custodial supplies. The suggested donation schedule, approved by the Church Council, is available upon request through the church office. Please know that all groups with approval to use Messiah Lutheran Church facilities are welcome to provide an at-will donation for the use of the facilities, but there is no mandatory donation schedule for facility use.

**Usage Priority** – Use of the building and facilities will be consider with the following priority:

1. **Messiah Lutheran Church** activities, programs and church members
2. **Other ELCA Churches, Synodical and Denominational** Events
3. **Other Churches and Faith Organizations**
4. **Non-profit service groups**, e.g., Salvation Army, Red Cross, Community Health Services, Boy/Girl Scouts, etc.
5. **Other groups**, including: service organizations, community groups and governmental agencies

**Reservation Requirements/Process** – A calendar of scheduled events requiring building use shall be maintained in the church office for ready reference by the church staff. All organizations and groups that are not part of the regular structure of Messiah Lutheran Church are required to submit an “**Application for Building and Facility Usage.**”

Building use by Messiah Lutheran Church, ELCA Churches, and other church groups and faith organizations shall be scheduled, coordinated and approved by the church staff and/or Pastor.

Building use by non-profit service groups will be scheduled through the Church office and sent for approval to the Church Council. If approved, the agreement will then be completed and signed. This procedure applies for all applications for building and facility use, whether the request for use if for one time, monthly, or occasionally. Processing the application may take up to 30 days.

**Deposit & Church Representative** – There will be a \$100.00 refundable damage deposit for use of the Church for a first time user nonprofit/other user groups and the organization must have a church representative on the premises at the time of the usage/event. The Church Council, at their discretion, may waive the deposit requirement.

**Time Limitations** – Groups using the facility on a continuing basis will have their contracts reconsidered yearly. Renewal is at the discretion of the church staff and Church Council.

**Obtaining Approval for Building Use** – The process for obtaining approval for building/facility use is as follows:

1. Obtain and read a copy of *“Building Use Policy and Responsibilities;”*
2. Fill out the *“Application for Building and Facility Usage”* and return it to the church office immediately along with the *“Hold Harmless Agreement.”*
3. The church staff will review the application to be sure it does not conflict with other plans and/or programs.
4. The Church Council will review the application and you will be contacted with the church’s decision on usage, facilities available, and any specific details concerning use, restrictions or arrangements.

### **Responsibilities of Groups using the Building/Facilities**

1. Your group shall designate in writing one person who will be responsible and the contract person with the church. This person shall make arrangements for everything needed such as unlocking and locking of the building.
2. Unless otherwise specified, the group will take full responsibility for the set up, takedown and clean up, so there will be no additional work for our church staff or members.
3. If the group is meeting during office hours on weekdays, the building will be open and ready for your group. The group does not need to make arrangements for keys or locking up. Office hours are generally 8:30 am to 4:30 pm Tuesday through Friday excluding legal holidays.
4. If the group is meeting other than during office hours, the contact person will need to arrange access to the building and space requested and do the following:
  - a. Be the first person at the church to open the building and show people where the group is meeting.
  - b. After the meeting, make sure the area is completely picked up and restored to the same condition as the group found it.
  - c. Close all windows.
  - d. Dispose of all garbage and waste paper in the proper receptacles. If possible, remove all garbage at the end of the use.
  - e. Make sure no one in your group remains in the building following the conclusion of your activity.
5. The last person to leave turns off all lights, except designated night-lights and makes sure all doors are locked and secured.
6. If there is a change in the group’s meeting date and/or time, the contact person will call the church office at least 24 hours prior to the cancellation or postponement. Changes in dates or times will only be made if they do not conflict with activities at the church. No assurance can be given that a change will be granted.
7. All youth activities must have adequate adult supervision. There must be at least 1 adult for every 8 youths.
8. If help is needed for setting up of tables/chairs, it must be noted on the application. The church will get in touch with the group contact person concerning set up/take down requirements to be made at the church.

9. If several groups are meeting at the same time, each group must cooperate on kitchen usage, noise levels, etc.

### **General Conditions for All Groups Using the Building/Facilities**

1. There must be prior approval by the Church Council for the consumptions of alcoholic beverages on the church property. No illegal drugs of any kind brought into or consumed on the church property.
2. There will be no tobacco products inside the church building.

### **Rules Governing the Use of the Kitchen**

1. All groups must contact the church staff for special needs relative to the kitchen.
2. All groups using the kitchen area are responsible for the complete clean up of the entire kitchen area following its use. All dishes, glassware, pots and pans, cooking utensils, and silverware are to be washed, dried, and put away before leaving the church. All leftovers must be removed unless previous arrangements have been made with the church office.

**Execution of the agreement** – Approval of the use of the building/facilities covers only the stated group/organization and its members (collectively). No organization has the authority to grant anyone else permission to use the building/facilities. Group/organizations using the building/facility are to be respectfully observe the time schedule of hours agreed upon.

**Failure to fulfill contract** – Failure to fulfill one or all of the sections of the Agreement for Use of the Building of Facilities will result in the review and re-examination of the agreement with the group/organization entering into the contract.

Messiah Lutheran Church

Application for Building and Facility Usage

Messiah Lutheran Church  
303 Route 101  
PO Box 488  
Amherst, NH 03031  
Office Phone (603) 673-2011

**Please complete and return to the church office.**

Name of Group or Organization \_\_\_\_\_

Purpose of Building/Facility Use \_\_\_\_\_

Contact Person: Name \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Daytime # \_\_\_\_\_ Nighttime # \_\_\_\_\_ Cell Phone # \_\_\_\_\_

e-mail \_\_\_\_\_

Space and equipment requested (please check all that applies):

\_\_\_\_\_ kitchen (serving only) \_\_\_\_\_ classroom  
\_\_\_\_\_ kitchen (prepare/serve) \_\_\_\_\_ Sanctuary/Hall \_\_\_\_\_ tables  
\_\_\_\_\_ nursery \_\_\_\_\_ piano, instruments, etc. \_\_\_\_\_ chairs \_\_\_\_\_ picnic area/fire ring  
\_\_\_\_\_ DVD/TV \_\_\_\_\_ sound system \_\_\_\_\_ camera/streaming system

Date requested \_\_\_\_\_ Hours requested \_\_\_\_\_

Approximate number of people expected for activity \_\_\_\_\_

Special set-up/take-down/clean up needed \_\_\_\_\_ Yes \_\_\_\_\_ No

Explanation of special arrangements or special fees (include what special equipment you intend to bring to the event). Use additional sheet if needed or to draw set-up.

\_\_\_\_\_  
\_\_\_\_\_

Plans for entering/locking building \_\_\_\_\_

Will food and/or beverages be served? \_\_\_\_\_ Yes \_\_\_\_\_ No

If "Yes", please describe food/beverage plans. **(Please note if alcoholic beverages will be permitted.)**

\_\_\_\_\_

Deposit Required \_\_\_\_\_ Deposit Waived \_\_\_\_\_

Volunteer Donation If Applicable \_\_\_\_\_

Signed \_\_\_\_\_ Date \_\_\_\_\_

**Messiah Lutheran Church**  
**Hold Harmless Agreement**

Whereas Messiah Lutheran Church, hereafter referred to as church:

Whereas \_\_\_\_\_ hereafter referred to as User; User includes not only the undersigned but all members of its “group.”

It is therefore agreed:

The User of the facility agrees to hold the Messiah Lutheran Church harmless from all claims arising from Users use, conduct, or management of the facility, grounds or contents, including damage or theft of or to property, when such claims arise out of acts of omissions of User or usage by User. User further agrees to hold the Church harmless from all costs, attorney’s fees, expenses and liabilities incurred in connections with such claims. The User, represented by the undersigned, agrees to observe all existing Church policies and the Church Building *Use Policy*, copies of which are the responsibility of the User to acquire. The User acknowledges the Church’s right to revoke the further use of any assigned facility from the User without notice to the User. The User may not transfer, misrepresent or abuse scheduling requests without written consent of the Church.

Signature below indicates a guarantee by the signee that all users and families have been informed of and agree to the above, and to comply with the rules of usage in the church’s *Building Use Policy*.

\_\_\_\_\_

Signature of User Group Representative

\_\_\_\_\_

Date

**Messiah Lutheran Church**  
**Voluntary Donation Schedule**

Please know that all groups with approval to use Messiah Lutheran Church facilities are welcome to provide an at-will donations for use of the facilities, but there is no mandatory donation schedule for facility use. The following is the suggested voluntary "Donation Schedule" for use of the rooms/facilities of Messiah Lutheran church by a group/organization based on the normal usage of 2-4 hours duration. This is a guideline for user organizations.

Suggested fees for building use are  
being re-evaluated by council, please  
contact church for latest guidelines

**Calculate Voluntary Donation**

Room(s) Requested Donation

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

Voluntary Total \_\_\_\_\_

Please make checks payable to Messiah Lutheran Church.

Please put event name and date in the memo line of the check.