



Facilities Use Policy
Owner: Congregation Council
Approval Authority: Council
Approved by Council: March 20, 2024
Effective Date: March 20, 2024

Date	Section	Description
3/20/2024	N/A	Updated throughout to reflect current requirements, practices and usage fees

1.0 INTRODUCTION

The Lutheran Church of the Good Shepherd (LCGS) facilities are dedicated to the glory of God. Recognizing the Christian responsibility to be good stewards of God's gifts, it is the policy of LCGS to encourage full use of its facilities, not only on Sundays, but throughout the week. This document establishes policies, procedures, and guidelines to accomplish the following:

- a. Ensure that LCGS facilities are used in a manner that is consistent with the Core Values and Mission of the congregation;
- b. Define the acceptable uses of LCGS facilities with respect to groups and organizations, functions and activities, and availability of specific areas within the church facilities;
- c. Provide the planning and administrative framework needed to promote efficient, orderly and safe use of LCGS facilities;
- d. Establish requirements for safeguarding the condition of the physical facilities; and
- e. Establish a fee structure for use of LCGS facilities by outside groups and/or individuals.

2.0 GROUPS, ORGANIZATIONS AND INDIVIDUALS

LCGS facilities are available to the following, in order of priority:

- a. LCGS groups, organizations, and members;
- b. Groups affiliated with the Evangelical Lutheran Church in America (ELCA);
- c. Groups affiliated with other religious denominations; and
- d. Nonprofit organizations within the community.

In general, LCGS facilities are not available to for-profit groups or individuals.

Requests from individuals who are not members of LCGS for use of LCGS facilities for weddings, funerals or memorial services must be approved by the Pastor and Executive Committee of the Congregation Council (see section 5.1 of this policy).

3.0 FUNCTIONS/ACTIVITIES

3.1 Use of Tobacco

The use of tobacco and vaping products inside any LCGS facilities is strictly prohibited. Smoking and vaping are permitted outside of the building only. Smokers must contain their ashes and butts in personally provided containers.

3.2 Use of Alcoholic Beverages and/or Illegal Drugs

The use of alcoholic beverages (except for sacramental purposes) or illegal drugs on the church premises is strictly prohibited. This alcohol requirement may be waived for LCGS groups, organizations or members at the discretion of the Executive Committee of the Congregation Council.

3.3 Gambling and/or Game of Chance

Any form of gambling or games of chance (including raffles) on the church premises is strictly prohibited. Note that silent auctions are not considered “games of chance” for purposes of this policy.

3.4 Sale of Goods and Services

In general, the sale or advertising of goods and services by individuals or non-LCGS organizations is prohibited on the church premises, except by children or youth under the age of 19 representing recognized youth organizations. Children or youth wishing to advertise goods or services for sale must submit requests to the Office Manager for approval by the Executive Committee of the Congregation Council (note that a Facilities Use Request is not required for this purpose).

3.5 Activities Involving Food and Beverages

LCGS-sponsored activities involving food and beverages are permitted only in the Fellowship Hall, Kitchen, Education Wing and outside of the church building. Outside groups using LCGS facilities are permitted to have food and/or beverages only in the Fellowship Hall, Kitchen, and Conference Room (see section 5.4 for the applicable fees). Use of food and beverages in the Sanctuary by any group is strictly prohibited.

3.6 Children and Youth Activities

Activities involving youth and/or children shall be supervised by trained adults, as follows:

- Infants (younger than 12 months old) – 2 trained adults for every 3 to 4 infants
- Young toddlers (1 to 2 years old) – 2 trained adults for every 3 to 6 young toddlers
- Older toddlers (2 to 3 years old) – 2 trained adults for every 4 to 6 older toddlers
- Preschoolers (3 to 5 years old) – 2 trained adults for every 6 to 10 preschoolers
- School age (6 years and older) – 2 trained adults for every 10 to 12 school age children

3.7 Rearranging Furniture

Furniture in the Fellowship Hall and the Conference Room may be rearranged for events with the following provisions:

- a. Tables and chairs shall be lifted (not dragged across carpeting) when moving them; and
- b. **Furniture shall be replaced to its original position following an event by the organization that held the event.** (Note that diagrams are posted in the Fellowship Hall and Conference Room that illustrate proper furniture placement.)

3.8 Firearms

Except for law enforcement officers, carrying of any firearm, either openly or concealed, is strictly prohibited inside LCGS facilities.

3.9 Photography

Photos of minors participating in LCGS activities can be posted online or published only with advance permission of the responsible parents or guardians in accordance with the LCGS Social Media Policy.

3.10 Personal Safety

Appropriate apparel and footwear shall be worn at all times when using LCGS facilities to mitigate the potential for personal injury.

4.0 **USE OF SPECIFIC AREAS**

4.1 Sanctuary

Use of the Sanctuary is generally restricted to worship services, weddings, funerals and memorial services. Music programs recitals, liturgical dramas, lectures and cultural and educational programs may also be permitted with the prior approval of the Executive Committee of the Congregation Council.

4.2 Commons

Use of the Commons is restricted to baptisms, fellowship, or temporary displays (e.g., artworks, crafts, community information).

4.3 Administrative Wing

Use of the Administrative Wing is restricted to LCGS members and groups.

4.4 Fellowship Hall

Use of the Fellowship Hall is available to groups and individuals identified in section 2.0 of this policy.

4.5 Kitchen

Use of the Kitchen is permitted only for approved events held at LCGS or specific church-sponsored outreach activities approved by the Executive Committee of the Congregation Council. Requests for Kitchen use by outside groups must be submitted to the Office Manager at least 2 weeks in advance of the event. A Kitchen use fee shall apply for outside groups (see section 5.4), along with other fees, as applicable.

4.6 The use of church-owned table linens, the pantry and consumable supplies (including, but not limited to, coffee, creamer, tea bags, paper products, condiments, etc.) other than dish soap, dishwasher detergent and cleaning products, is restricted to LCGS members and groups. The pantry shall be kept locked at all times when not in use by LCGS groups/organizations/members.

4.7 Loft

Use of the Loft for gatherings of any kind is strictly prohibited.

4.8 Education Wing

Use of the Conference Room is available to groups and individuals identified in section 2.0 of this policy. Use of supplies and materials stored in cabinets, closets, and shelves is restricted to LCGS groups and members. Use of the nursery and classrooms for outside gatherings of any kind is strictly prohibited.

4.9 Memorial Garden

Use is restricted to memorial services and meditation.

4.10 Parking Lot

Use is intended primarily for parking by LCGS staff and attendees of services, events and meetings held at the church. Long-term parking of cars, trailers, RVs, and other vehicles is strictly prohibited, unless otherwise waived by the Executive Committee of the Congregation Council.

4.11 Playground

Use is restricted to the activities of LCGS members' families and guests.

4.12 Storage Areas

Use is limited to LCGS groups unless explicit permission has been granted by the Executive Committee of the Congregation Council to an outside group.

4.13 Thermostats

The thermostat in a specific room may be adjusted to 70 degrees in winter or 73 degrees in summer, unless otherwise posted. Each thermostat shall be reset to its base position, as posted, prior to vacating the room.

5.0 ADMINISTRATION

5.1 Application and Approval

- a. Any individual or group, from either within or outside of the congregation, wishing to use LCGS facilities shall complete and submit to the Office Manager a Facilities Use Application form (see Attachment A) and Release of Liability/Indemnification Agreement (see Attachment B), along with the required fees (see section 5.4) at least 2 weeks prior to the event in question.
- b. An annual Facilities Use Request application shall be submitted for any regularly scheduled ongoing meeting.
- c. Requests for use of the Sanctuary, Commons, Kitchen, Fellowship Hall, Memorial Garden, Playground and Parking Lot, as well as all continuing use requests, shall be referred by the Office Manager to the Executive Committee of the Congregation Council for review and approval. Requests for rooms in the Education Wing may be reviewed and approved by the Office Manager or referred to the Executive Committee of the Congregation Council for review and approval, at the Office Manager's discretion.

5.2 Scheduling

All use of LCGS facilities shall be coordinated through the church Office Manager. The Office Manager shall be responsible for:

- a. Answering general questions regarding this Facilities Use Policy and referring specific questions to the Executive Committee of the Congregation Council;
- b. Providing applicants with copies of this policy, including the Facilities Use Application Form and the Release of Liability/Indemnification Agreement;
- c. Reviewing completed application and release of liability forms for accuracy and completeness, and approving or obtaining the appropriate approval, consistent with this policy and facility availability;

- d. Collecting and recording all applicable use fees and deposits from outside groups when the Facilities Use Application is submitted, in accordance with section 5.4 of this policy;
- e. Providing applicants with approved copies of their Facilities Use Application and Release of Liability/Indemnification Agreement forms;
- f. Preparing, maintaining and posting a master schedule of planned facilities use;
- g. Providing keys for access to the building, if required, to the person responsible for a scheduled event; and
- h. Verifying the return of all keys following an event and returning the deposit check (assuming the facility was restored to its original condition by the users).

5.3 Conflicts and Priorities

Any conflicts or questions of priority regarding LCGS facilities use that cannot be resolved by the Office Manager shall be referred to the Executive Committee of the Congregation Council for resolution.

5.4 Fee Structure

- a. The following fees apply to all outside groups of any size requesting use of LCGS facilities:

Space	Daily Use Fee	Refundable Deposit**
Fellowship Hall	\$100	\$50
Kitchen*	\$50	\$50
Sanctuary	\$50	\$50
Commons	\$50	\$50
Conference Room	\$50	\$50
Parking Lot***	\$50***	\$50
* Includes any use of the Kitchen for any food preparation/serving and use of dishes, utensils, flatware, and/or appliances. It specifically does not include the use of LCGS-owned pantry and consumable products or table linens (see section 4.6 for details).		
**Only one refundable deposit per event is required. See paragraph 5.4b for additional information on deposits.		
***The fee applies only for events that are held in the Parking Lot. It is waived if the request is for use of other parts of the facility (e.g., Fellowship Hall, Conference Room, etc.).		

- b. The applicable use fee and deposit shall be submitted as two (2) separate checks when the Facilities Use Application is submitted and prior to issuing a key to the person responsible for an event. Both checks will be returned to the requesting organization if the application is not approved. The deposit check will be returned to the requesting organization following the event provided the facility has been satisfactorily returned to its original state (see section 5.6) and the building key has been returned to the Office Manager.

NOTE: Fees may be wholly or partially waived at the discretion of the Executive Committee of the Congregation Council.

5.5 Annual Review

Individuals and groups using LCGS facilities on an ongoing basis are required to renew their applications annually (see section 5.0). The Executive Committee of the Congregation Council shall review the requesting group's usage history prior to approving the renewal request. Any renewal will depend upon the church's own projected program needs, as well as the usage history of the requesting organization.

5.6 User Responsibilities

The building shall be accessed through the exterior front doors to the Commons or the exterior door to the Education Wing on the front patio. If a key has been issued to an outside group or individual, that key shall not be copied and shall be returned to the Office Manager at the conclusion of the event. The facilities used by the individual or group shall be returned to a clean and orderly condition at the conclusion of the event, as follows:

- a. Any materials or furnishings belonging to LCGS shall be returned to their original locations.
- b. If a thermostat setting has been adjusted, it shall be returned to its base setting, as posted (see section 4.12).
- c. Restrooms shall be checked to ensure that no water is left running.
- d. If the Kitchen was used, all stove burners, the warming oven, the coffee maker, tea kettle, water, the dishwasher, etc., shall be turned off. All dishes, cookware, flatware and serving utensils shall be washed, dried and put away. Used dish cloths and towels shall be left on the counter for laundering.
- e. All lights shall be turned off before exiting the building, including all restroom lights.
- f. All exterior doors shall be locked.

Outside groups or individuals are responsible for paying for any damage that occurs to any LCGS facilities resulting from their activities. Any individual or group failing to comply with this policy shall be denied future use of LCGS facilities.

6.0 ATTACHMENTS

- A. LCGS Facilities Use Application and Contract
- B. LCGS Release of Liability/Indemnification Agreement

Attachment A: Facilities Use Application and Contract

The Lutheran Church of the Good Shepherd

22 Fisher Road
 Brevard, North Carolina 28712

(828) 883-3680 ♦ FAX (828) 883-4815

OFFICE USE ONLY: Approved _____ Denied _____ Date _____ By _____ Special exceptions/considerations:
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FACILITIES USE APPLICATION AND CONTRACT

The policy of The Lutheran Church of the Good Shepherd (LCGS) is to permit use of designated areas of our facility, at our discretion, for the following: 1) LCGS groups, organizations and members; 2) groups affiliated with the Evangelical Lutheran Church in America (ELCA); 3) groups affiliated with other religious denominations; and 4) nonprofit organizations within the community. All groups must comply with the LCGS Facilities Use Policy provided with this application, including payment of the applicable fees delineated herein to help offset utility and maintenance expenses.

Name of requesting individual/business/organization _____

Is this a nonprofit organization? _____ Yes _____ No

Is a member of the Lutheran Church of the Good Shepherd affiliated with this group? _____ Yes _____ No

If yes, who? _____

For what purpose is use of LCGS facilities being requested? _____

Is this a _____ one-time request or _____ recurring use request?

Will admission to the event be charged? If yes, please explain in detail. _____

Date(s) needed _____ Actual date/time of event _____

Actual times & duration the space will be needed (Include preparation, setup and cleanup time)

Approximate number of people expected to attend _____

Which part(s) of the building is/are being requested for use? **Check or circle all that apply.**

Fellowship Hall	Kitchen	Sanctuary	Commons	Conference Room	Playground	Parking Lot
Other – specify						

Attachment A (continued): Facilities Use Application and Contract

Name of caterer & phone number, if applicable _____

Two (2) separate checks for the applicable use fee and refundable deposit as shown below must be paid when this application is submitted. Both checks will be returned if the application is not approved. The deposit check will be returned following the event assuming LCGS facilities are returned to their original condition as delineated in this policy.

Space	Daily Use Fee	Refundable Deposit**
Fellowship Hall	\$100	\$50
Kitchen*	\$50	\$50
Sanctuary	\$50	\$50
Commons	\$50	\$50
Conference Room	\$50	\$50
Parking Lot***	\$50***	\$50
<p>* Includes any use of the Kitchen for any food preparation/serving and use of dishes, utensils, flatware, and/or appliances. It specifically does not include the use of LCGS-owned pantry and consumable products or table linens (see section 4.6 for details).</p>		
<p>**Only one refundable deposit per event is required. See paragraph 5.4b for additional information on deposits.</p>		
<p>***The fee applies only for events that are held in the Parking Lot. It is waived if the request is for use of other parts of the facility (e.g., Fellowship Hall, Conference Room, etc.).</p>		

The undersigned hereby applies to reserve specific areas of the facilities of the Lutheran Church of the Good Shepherd as indicated in this application. It is fully understood that all provisions of this policy must be followed, and that all arrangements are the responsibility of the person(s) making the request for use on behalf of the group (see section 5.6 of the Facilities Use Policy). It is further understood that the person(s) making this request is responsible for all damage and breakage that occurs while facilities are in use, and agrees to pay for necessary repairs or replacements, which shall be performed by contractors or suppliers engaged by the Lutheran Church of the Good Shepherd.

In the event of an unforeseen need (such as a funeral or memorial service and associated reception), it may be necessary to cancel a previously approved use of the building. In such a case, the contact person will be notified as soon as possible. It is the right of the Lutheran Church of the Good Shepherd to revoke this agreement at any time.

Attachment A (continued): Facilities Use Application and Contract

Date of application: _____

Deposit check # _____ Amount \$ _____

Use Fee check # _____ Amount \$ _____

Name of requesting group: _____

Name of responsible person: _____

Email address of responsible person: _____

Signature of responsible person: _____

Phone number of responsible person: _____

Other contact person(s) (optional):

Name _____ Phone _____ E-mail _____

Name _____ Phone _____ E-mail _____

Date approved by Office Manager or Executive Committee of the Church Council: _____

Date approval expires (for continuing use requests): _____

Signature of Office Manager or Executive Committee of the Church Council Officer:

Attachment B: Release of Liability/Indemnification Agreement

In exchange for the use of space by the Lutheran Church of the Good Shepherd at 22 Fisher Road, Brevard, North Carolina 28712 (hereafter “LCGS”) and/or the use of the property, facilities and services of LCGS, our organization (hereafter ‘we’ or ‘our organization’) agree(s) to the following:

1. We agree to observe and obey all posted rules and warnings, and further agree to follow any verbal instructions or directions given by LCGS, its employees or representatives. Further, we acknowledge that we have received a copy of the LCGS Facilities Use Policy, have read the same, understand it, and we agree that we will comply with said policy during any use of LCGS buildings, equipment or other property (hereafter the “property”) by our organization.
2. We, and each of our members, herewith assume full and sole responsibility for personal injuries of any kind which are suffered by any of our members, guest or invitees and further release and discharge LCGS for injury, loss or damage arising out of our organization’s use of the premises, caused by the fault of our members, our guests, or other third parties allowed by us to enter the premises at our request or acquiescence. Further, we release, and forever discharge and by these presents do, severally and jointly for ourselves, and assigns, hereby remise, release, and forever discharge LCGS and its successors and assigns from any and all claims, demands, rights, and causes of action, of whatsoever kind or nature, arising from or by reason of any and all known and unknown, foreseen and unforeseen property damage and bodily and personal injuries, and the consequences thereof resulting and to result, from our use, our guests’ use and the use by any invitees of ours of the property, now or at any future time.
3. We agree to indemnify and hold harmless LCGS against all claims, causes of action, damages, judgments, cost or expenses, including attorney fees and other litigation costs, which may in any way arise from our organization’s use of the property, the services of LCGS, or our presence and the presence of our guests and invitees upon the property of LCGS.
4. We agree to pay for all damages to the property of LCGS caused by our organization’s negligent, reckless or willful action. We agree that the measure of damages shall be that sum in money which will place LCGS in the same position it held prior to the damage.
5. We agree that minors who attend our functions involving use of the property of LCGS will be carefully supervised by adults on LCGS premises at all times in accordance with the adult to child ratio requirements delineated in section 3.6 of the LCGS Facilities Use Policy. We agree that we will protect any minors from physical, mental and/or emotional abuse by any persons present at our functions and should abuse be detected, we agree to promptly report it to law enforcement authorities, Child Protective Services, and to the LCGS Congregation Council President. We agree to indemnify and hold harmless LCGS from all claims, causes of action, damages, judgments, cost or expenses, including attorney fees and other litigation costs, which may in any way arise from an actual or asserted episode of child abuse which occurs or arises during our use of the property and which involves our members, guests or invitees.

Attachment B: Release of Liability/Indemnification Agreement

- 6. Any legal or equitable claim that may arise from the use by us, our guests and our invitees of the property as described above shall be resolved under North Carolina law. This Agreement shall be construed in accordance with the laws of the State of North Carolina, entirely independent of the forum where it may come up for construction or enforcement.

On behalf of our organization, I have read the foregoing Release of Liability/Indemnification Agreement, together with the Facilities Use Policy of LCGS, and understand each of them. I further understand that by signing this release and indemnification on behalf of my organization, we voluntarily surrender certain legal rights. I have received a copy of this Release of Liability/Indemnification Agreement and the Facilities Use Policy of LCGS. We agree that our organization will follow and be bound by the Facilities Use Policy during all times we make use of the property and services of LCGS.

Date: _____

Name of Organization:

Authorized officer/office held:

Printed name & signature:

Accepted by: _____

As the _____ of the Lutheran Church of the Good Shepherd