

Knife River Lutheran Church

Facility Use and Fee Policy

Knife River Lutheran Church (KRLC) encourages use of the church building and grounds for events that are compatible with our mission to promote spiritual growth, fellowship, worship and well-being. KRLC is pleased to be able to serve the community and values relationships with community organizations. The congregation is happy to have your organization share our facilities.

The church building and grounds are resources for the entire community and may be reserved for use by church and non-church groups, subject to the limitations set forth here and with the approval of the Executive Committee of the Church Council (Exec. Co.).

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. This agreement is for one time. More substantial uses of church property, especially those that may entail rental agreements, require formal Council approval as they may have substantial insurance liability and tax implications.

Questions about the terms of this policy shall be resolved by the Exec. Co. which will review usage agreements on a regular basis and reserves the right to adjust terms of use and/or terminate usage agreements at their discretion. Revisions to this policy may be made at any time by the Exec. Co..

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 Evangelical Church of America (ELCA).

Included in this guide are the following:

- Usage Priority
- Steps to Facility Use Scheduling
- Rules and Regulations
- Rules specific to the use of the kitchen
- Fees
- Property Use Agreement Form including Release

Usage Priority

1. Church functions

Our priority is to congregation programs and membership needs. These include, services, events and meetings directly linked to the formal mission of the Church and organized by its officers. Such events take precedence over all other uses and may occasionally (as with funerals) force cancellation of other events. Examples of high-priority church functions include, but are not limited to...

- Services of Worship
- Meetings of the congregation or the Council, its committees, and subcommittees
- Regular meetings of church groups,:
- Marriages, Baptisms, Funerals, Memorial Services and other formal services
- Special events, including but not limited to, Sunday School programs, church sponsored meals, anniversaries, the Celebration of Music, cleanup or work days
- Use of church facilities as an emergency shelter in the event of natural disaster

2. Church and community-related, non-profit use

Our second priority is to nonprofit uses that are supported by church. These include activities, events and meetings directly linked to the lives of church members or to community non-profit organizations. A fee may be required. Non-profit groups may be required to show proof of insurance. All uses are subject to availability and may be forced to cancel if a priority 1 need (such as a funeral) arises. Typical uses include, but are not limited to...

- Receptions, showers, birthday parties, family reunions, anniversaries
- Politically non-partisan presentations, lectures, civic events and public forums
- Music recitals and concerts
- Meetings of non-profit service organizations, clubs or civic groups

3. Other uses

In general, use of the church by for-profit groups is forbidden under the terms of our 501(c)(3) tax-exempt status except for occasional use where the amount of profit is negligible, the mission is compatible with that of the church, and the group contributes to the life of the church through service or otherwise. These determinations are made by the Exec. Co. Such groups may be accommodated, on a space-available basis. A fee may be required, proof of insurance and waiver(s) of liability may be required. All uses are subject to availability and may be forced to cancel if a priority 1 need (such as a funeral) arises. Examples of such usage include, but are not limited to...

- Community exercise classes
- Community education classes
- Events charging an admission fee

Steps to Facility Use Scheduling

Scheduling Events

- Obtain and complete a Property Use Agreement from the church office.
- Return the Property Use Agreement to the church office and you will be notified whether it is approved or not approved.

Rules and Regulations

General Rules

In all cases, it is important that participants be respectful of their surroundings. This is especially true of the sanctuary. Unless formal approval has been given by the Exec. Co. the sanctuary should not be used.

The person(s) signing the application for use must be present at the event.

All persons and/or groups using our facilities are expected to exercise reasonable care and judgment 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 Exec. Co., has been carelessly or irresponsibly subjected to more than normal wear and tear by the person(s) or group(s) involved.

Safety

- Tobacco products, alcoholic beverages, illegal substances, and weapons of all types are prohibited from the church building and grounds. (Exception: The use of firearms loaded with blank cartridges and used in conjunction with a military honor guard as part of a memorial service may be allowed at the discretion of the Exec. Co.)
- Dangerous behavior and hurtful or offensive speech are not allowed.
- Children must be under adult supervision at all times (see Supervision of Children and Youth).
- The use of candles requires prior approval by the Exec. Co.
- Do not leave personal property and valuables unattended. KRLC is not responsible for theft or damage to personal property.
- Do not attempt church repairs or maintenance. If there is a problem Notify the church office.
- Use involving high levels of movement and physical activity (such as aerobic exercise) is discouraged due to space and design limitations.

Supervision of Children and Youth

- No fewer than two adults should be present at all times any event involving children.
- Adult supervision is required at all times both inside and outside of the church property.
- Children and/or siblings of the group members must stay with the group or under the care of additional adult supervisors.

Partisan political events

- Partisan political activity may not be held in the church as it may violate our 501(c)(3) tax-exempt status.

Games of chance

- Gambling, bingo, or other games of chance in which money or goods with monetary value are involved are strictly prohibited.

Kitchen usage:

Minnesota Statutes Chapter 157 governs the licensure and inspection of public food and beverage establishments, hotels, motels, lodging establishments, and resorts. Exemptions for food establishments are found in section 157.22. KRLC, being a Faith-Based Organization, is exempt from licensure as long as rules regarding the kitchen usage are followed. (See appendix A – Determining the Exemption).

- If the event does not meet the exemption rules it cannot use the KRLC kitchen.
- The organization using the kitchen must provide its own Certified Food Manager.
- All persons working in the kitchen, preparing, and serving food must have received training in safe food preparation practices. (This training can be found on line through the U of M Extension, “Cooking for a Crowd”.)
- The use of the kitchen equipment and appliances, (particularly the dish washer, the range/oven, and the ventilation system) require operator training. This operator training will be provided by KRLC.
- A deposit of \$200.00, if required by Exec. Co., will be paid to KRLC by the event organization for kitchen usage. This deposit will be returned if all of the kitchen use rules and operating procedures have been obeyed.

Food and Drink

- Food and drink should be limited to designated areas.
- Church dishware, kitchen facilities (see Kitchen usage above) and table linens may be used with prior permission.
- If the kitchen is used it must be cleaned afterward. This includes washing and putting away all dirty dishes, cleaning floors and counter tops and disposing of trash. Please leave the facility as you found it.
- You must supply your own napkins, paper cups, paper plates, etc. Do not use church supplies.
- 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.

Furnishings and Decoration

- Anyone using the church property is responsible for cleaning up after each use, both inside and outside.
- Furniture that is moved must be returned to its original location.
- 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.

- Do not place any object on the grand piano.
- Storage is limited and generally not available for organizations other than church groups, as such; all organizations using the facility will be responsible for storing accessories offsite unless prior arrangements have been made.

Building Keys

- A key to the church may be provided to the person responsible for a scheduled event for their event-related use only. The decision to provide a building key will be made by the Exec. Co. and must be returned immediately after the event.
- Keys must not be duplicated or given to anyone other than the person in charge of the event.
- The church must be locked, lights turned off, windows closed, when you leave at the end of each day.

In Case of Emergency

- **Call 911.** There is a phone in the kitchen downstairs.
- There is a first aid kit in the kitchen.
- A defibrillator is located on the main floor.
- Fire extinguishers are located in the kitchen and by the exit door on the lower level and near the coffee table and by the front door on the main level.

Fees

Church functions

Weddings – Fees detailed in the Wedding Booklet

Funerals and Memorial Services - Fees detailed in the Memorial Service Guidelines

Church or Community-related non-profit use

Single use fee: Minimum donation for members*: \$ 50.00 custodial fee

Minimum donation for non-members: \$50 facility fee, \$50.00 custodial fee

Recurring use fee: Decided on a case-by-case basis by the Exec. Co.

Other use

Single use fee: Decided on a case-by-case basis by the Exec. Co.

Recurring use fee: To be determined by the Exec. Co.

*A church member is defined as any individual who has communed, contributed, or participated in the life of the church in the past 12 months. Membership will be determined by the individual requesting use of the church facility.

Additional Notes

The Council recognizes the unique importance of the Knife River Recreation Council (KRRC) and the Knife River Heritage and Cultural Center (KRHCC) to the community and values the cooperative relationship with these entities. They are allowed use of the church facilities, without charge, subject to proof of insurance and waivers of liability (if appropriate) on an occasional basis as long as the activity is sponsored by them and is not for profit.

PROPERTY USE AGREEMENT and RELEASE FORM for

**Knife River Lutheran Church
158 Church St.
PO Box 218
Knife River, MN 55609
218 834-5172**

Name of Organization: _____

Responsible Person: _____

Address: _____

Contact Person's Name: _____ Day Phone: _____

Fax: _____ Email: _____ Cell Phone: _____

Organization's Purpose: _____

Date(s) Requested: _____ Start Time: _____ End Time: _____

Frequency: ___ One Time Only ___ Weekly ___ Monthly ___ Other

Which day of the week:

___ Mon ___ Tue ___ Wed ___ Thurs ___ Fri ___ Sat ___ Sun

Describe IN DETAIL the type of event you will be bringing to our facility, including number of participants.

Is your group a Nonprofit 501(c)(3) organization?
Nonprofit Tax ID Number: _____

Yes: ___ No: ___

Will tickets be sold or admission charged for your event?
If yes, what will be the ticket prices or the admission fee?
If yes, how will the net proceeds of this event be used?

Yes ___ No ___

Certificate of Insurance Requirements

Non-church groups are required to provide certificates of insurance naming church as additional insured. A certificate must be turned in to the church office at least a week before the first use. For continuing usage, the form should be renewed annually.

Space Requested

- Sanctuary (subject to the approval of Exec. Co.)
- Piano/organ or sound system
- Kitchen (See rules regarding kitchen usage)
- Children’s Classroom(s)
- Narthex
- Fellowship Hall
- Memorial Garden
- Other (list: _____)

Anticipated Number of Participants: _____

Will food or drink be consumed? Yes No

Special Needs or Equipment Needs:

Fee Arrangement

The parties understand that the fee for each use of the building will be \$ 50.00 custodial fee .

Other fees (as listed in FEE Section of Policy): _____

A deposit for use of the Facility will be refunded after a proper inspection verifies the use of the space has been restored to the previous state.

(please complete)

Release and Indemnity Agreement

This Release and Indemnity Agreement is between _____

(organization or individual) and Knife River Lutheran Church (for use of the property describe above for meetings and other activities.)

NOW, THEREFORE, in consideration of Knife River Lutheran Church 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 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.

Name of Organization: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

Congregation

_____ Request Approved

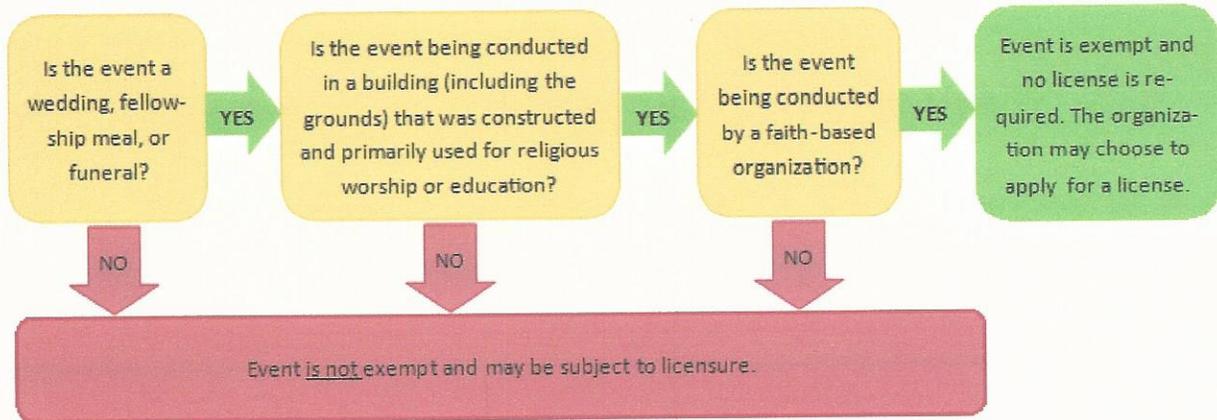
_____ Request Denied

Signature _____ Date _____

(Please return completed form to the church with a check for \$50.00 custodial fee and other appropriate fees payable to "Knife River Lutheran Church".)

1. Faith-based organizations are exempt from licensure and inspection if they prepare and serve food at weddings, fellowship meals, or funerals when these events take place at any building (or on its grounds) that was constructed and primarily used for religious worship or education.

Determining the Exemption:



2. Food served at fund-raisers or community events conducted in the building or on the grounds of a faith-based organization is exempt from licensure and inspection, provided that a certified food manager, or a volunteer trained in a food safety course, trains the food preparation workers in safe food handling practices. *This exemption does not apply to faith-based organizations at the State Fair or county fairs, or to faith-based organizations that choose to apply for a license.*

Determining the Exemption:

