

NCLC Policy 5.2 CHURCH FACILITIES USAGE INCLUDING PAVILION and OUTDOOR AREAS

North Cape Lutheran Church, 2644 Raynor Avenue, Franksville, WI, 53126, herein "The Church" (Pastor, Church Board and Designee) may allow, at its discretion, the use of its facilities for activities for members as well as nonmembers not directly related to the operation of the Church.

COMPATIBLE USE

Mission of the Church: Non-Church and Church Member related activities may be allowed when the goals of users are compatible with the Church. No activity shall be conducted on Church property that is incompatible with the Christian faith or other policies of the church. As the spiritual authority of the Church, the Pastor and Board shall have non-appealable authority over a decision relative to whether a use is consistent with Christian theology, policy and usage criteria as defined in this policy or other policies of the church or Synod. If an activity negatively reflects on the Church's mission or legal agreements within the community, then the Pastor and Board, in their sole discretion, may direct the denial of an application or cancel a calendared activity.

SAFETY & COMPLIANCE

The Church may deny an application or cancel a calendared activity if determined that there is an unreasonable level of risk of injury to persons or property. The user of the church facilities must comply with all local ordinances and laws while on church property.

PRIORITY USE

Church activities take priority over all other uses. For non-Church activities, priority for usage is to Church members. A Pavilion Calendar will be used and managed by the Church Secretary and posted to the website to include all church related activities. Once an event is scheduled and approved it cannot be changed for a church member event.

WEDDINGS

The Church deems *marriage* a religious institution. A wedding is a solemnization and celebration of a marriage. All weddings are subject to the Church's marriage policies. External wedding requests will require a deposit and payment of usage fee prior to event as outlined in written agreement.

PUBLIC ACCOMMODATION

Church facilities are not a place of *public accommodation*. Restrooms are available inside of the church for church members for all events planned by a church member. If restrooms are required for outdoor usage by non-members, the user must rent a port a potty. They must be removed 24 hours after the rental period as defined in the contract.

PARKING - Parking is permitted only on gravel or paved areas of the church property.

PROPERTY TAXES

The facilities are currently exempt from property taxes. Any use that jeopardizes the property tax exempt status of the Church is prohibited.

TAX EXEMPT RELIGIOUS NONPROFIT

The Church is a nonprofit religious corporation which is exempt from state and federal taxation. The Church will not permit any usage to engage in activities which could cause the Church to lose its nonprofit status.

INSURANCE

Any rental of the Pavilion by non-church members where the attendance will equal or exceed 50 persons requires insurance for liability, medical expenses and property damage. The Church Property Insurance coverage will provide for all church members for event usage. Proof of insurance shall be provided to the Church upon request.

USE (RENTAL) TERMS and CONDITIONS

The use (rental) of the facilities shall be for the period noted in the approved application. The Pastor or Church Board and Pavilion Manager shall have the right to terminate an event agreement without cause and for any reason. If the event agreement is terminated by the Church, a full refund of the money paid shall be returned to the applicant. *Exception:* The Pastor or the Board, or their designee, may decline to refund money due to a false statement on the application or concealment of a material fact.

USE FEES

The Church may charge a fee (security deposit) to cover the cleanup and damage to the facility. Such fees will be kept at below market value for the rental of like property. The charge of a use fee does not convert the use of Church facilities into a for-profit commercial transaction.

FEE SCHEDULE dated July 1, 2023, Subject to change annually:

A straight fee via a donation of \$250 per usage event will be charged for non-church member usage. It is expected that the user will clean up and remove all trash at the site. A \$100 security deposit is required for all contracted usage. The security deposit will be refunded upon review of the property and within 10 days after the event.

USE OF DECORATIONS, MATERIALS, ETC.

Decorations that can be hung, balloons and paper or plastic materials can all be used if they do not damage structural or finished surfaces. No nails, tape or other products can be utilized that might damage surfaces. Hooks will be provided around the Pavilion for use. No Fireworks are allowed on church property unless a professional licensed user with insurance is utilized. The Church must approve in advance.

ALCOHOL and DRUGS

The use of illegal drugs is not permitted on church property. Alcohol Consumption in moderation by adults of legal age is permitted within the Pavilion for private events. No sale of alcohol is permitted at any time.

SECURITY

If security is needed, it is at the cost and discretion of the renter of this facility. The church or membership are not responsible for lost or stolen items.

HOURS OF USAGE AND CAPACITY

The usage of the facility can be rented from 8:00 am to 10:00PM. Quiet hours begin at 10:00PM. The Pavilion Capacity is based on seated occupants at between 150 and 200 maximums.

ENQUIRY APPLICATION FOR USE OF CHURCH FACILITIES

Name of Applicant: _____

Name of Primary Contact Person: _____

E-mail: _____ Tel: _____

Address: _____

Are you a member of the Church?

- yes
- no

If not a member of the Church, are you a member of another church?

- yes
- no

If this is an organization renting, please provide information below:

Organization's Website: _____

Organization's Purpose: _____

Is this a wedding? (If yes the application requires signatures from both bride and groom).

- yes
- no

If not provided above, describe the activities at the meeting or event.

Estimated Number of Persons Attending: _____

Date of Event: _____

Time of rental or usage _____ Total hours _____

The Church may deny the application, at its sole discretion, due to incompatibility, including, but not limited to the following:

- o scheduling.
- o potential risks of injury to persons and property.
- o activities are inconsistent with the Church's mission or messaging.
- o the mission of the applicant organization is inconsistent with the Church's mission or messaging.
- o incompatibility with the physical facilities.
- o subjecting the Church to potential tax liability.

By signing below, the applicant attests that he or she has read the North Cape Lutheran Church *Facilities Use Policy* and acknowledges the items below as follows:

- this application does not create a contract.
- the Church campus is private property and is not a place of public accommodation.

Signature

Printed Name

Dated: _____, 20____

Signature

Printed Name

Dated: _____, 20____

Date application approved by the Church Secretary and Facilities administrator:

Approval of application will take place within seven days of application being signed.

CONTRACT AGREEMENT FOR USE OF CHURCH FACILITIES

The North Cape Lutheran Church (herein "Church") agrees to allow *insert name* (herein "user") to use certain facilities on its campus located at 2644 Raynor Avenue, Franksville, WI 53126 under the conditions described below.

DATE: _____

TIME: From ____ [a/p].m. to ____ [a/p].m.

PURPOSE: *e.g., wedding, funeral, fund raiser. etc.*

Facilities being requested for usage *IE. Church Basement, Sanctuary, Pavilion, etc.*

Rental costs (reasonable costs of use) as determined by the North Cape Lutheran Church Usage Fee Policy. This is a recommended amount via a donation to the church.

Members and non- Members – Security deposit \$100.00 Flat Fee

Non-Church Members \$250.00 (Pavilion Facility)

USER FEES: _____ agrees to submit funds in the amount of \$____ by (*insert date*) via donation to NCLC.

CHURCH STAFF: The primary contact and onsite Church representative for the use of the facilities is: Mark Wittenberg – 262-880-5908 (Witt4@msn.com)

USER WILL PROVIDE: *For example: Catered food, sound equipment, parking/traffic attendants, security, Tables, chairs, etc. Members can request to use church tables and chairs.*

MEDICAL ATTENTION: If medical emergency please dial 911. The Church is not responsible for injuries or illnesses on church property.

INDEMNIFICATION

The user AGREES TO RELEASE Church and its pastors, officers, staff, employees, volunteer workers, attorneys, agents, representatives, affiliates, successors-in-interest, and assigns (collectively "PROVIDERS") from liability for injury, death, and property loss and damage that arises out of or results from the activities and events, including all liability which results from the *NEGLIGENCE* of PROVIDERS, or any other person or cause. This release of negligence applies to all activities that are in any way related to North Cape Lutheran Church and use of its facilities, whether such activities or use involve inherent risks.

MEDIATION & ARBITRATION

User agrees to submit any claim or dispute that arises out of, or results from, any activity or event described or related to this Agreement to mediation and, if mediation is not successful, to legally binding arbitration.

INSURANCE

Any rental of the Pavilion by non-church members where the attendance will equal or exceed 50 persons requires insurance for liability, medical expense, and property damage.

CANCELLATION of an EVENT

The user understands that the Church may cancel a calendared activity for any reason without cause as determined that the use is incompatible with the Church's mission.

Exception: The Church may decline to refund money due to a false statement on the application or concealment of a material fact.

CONDITIONS OF RENTAL:

1. This application, filed with the Office of the Secretary at North Cape Lutheran Church of Franksville, WI, Racine County, prior to the scheduled event.
2. At least one adult supervisor shall always be present. This representative shall assume responsibility for the conduct and all the North Cape Property and the safety of all persons and property present. The User agrees to supervise and be responsible and liable for all persons occupying and using the premises for all purposes including complying with the conditions of this agreement.
3. There shall be no alcoholic beverages on the property except as described in the policy of the church for private consumption only in the Pavilion facility.
4. The User is liable for all damage suffered to North Cape Lutheran Church property and/or for any injury to anyone attending the event.
5. Insurance and proper Permits have been obtained to ensure that the North Cape Lutheran Church for all purposes shall be covered as indicated in the above application.
6. Violations of any of the conditions of the agreement may result in the forfeiture of the entire security deposit.
7. The premises shall be returned to a clean and debris and rubbish-free environment on the same day on which they are rented.

CLEAN UP PROCEDURES

- The User shall provide paper towels, rags, and cleaning spray to wipe down spills or, if provided, tables, chairs or other equipment if using the Pavilion.
 - Clean tables and chairs and return them to caddies and storage area, if usage is for a church member event. If 3rd party rental, please have them removed within 24 hours
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Commented [NL1]: I added in "if using the Pavilion" as we do have rags and such available inside. Page 6 Thoughts?

Commented [NL2R1]: Page 7 When we have usage inside, we ask people to take the garbage out...either to the garbage pails or take it home.

of your event's completion.

- Pick up trash and debris outside from Pavilion and remove from property. Remove garbage from inside the building and drop off in the garbage pails by the garage.
- Remove all decorations and tape from tables, walls, ceiling, and other fixtures. DO NOT USE staples, scotch tape, tacks, and fasteners of any type that will damage the ceiling tiles or wood structure. Decorations must be hung on provided pavilion hooks only! Grills/Corn roasters must be set up 25' from the pavilion structure. Rental bounce houses or inflatables items must be used in designated areas only!
- Turn off all lights and fans.
- LOCK UP THE ELECTRICAL BOX and Church Doors AND RETURN KEY TO DROP BOX LOCATED ON THE South Side of the Church by the door. (If applicable)

North Cape Lutheran Pavilion and shelter area rules

- No smoking inside the Pavilion Facility.
- Electrical usage is free. Please do not plug too many electrical appliances in on the same line.
- No outside recreational items such as bicycles, scooters, roller skates, skateboards, ATV's, etc. are allowed in the Pavilion.
- **Shelter** - Alcoholic Beverages cannot be sold. For safety, no beverages served in glass containers will be allowed in the area. Barrels have been placed around the area to avoid littering. **Please use them.** Alcoholic Beverages are not allowed in the North Cape Lutheran Church Building.
- Reservations can only be obtained from the North Cape Lutheran Church Office Secretary at 262-835-2206. Information can also be found on the church website.
- No Bonfires allowed unless it is previously approved by Church Designee.
- **Parking**
Parking is permitted only on gravel or paved areas of the church property.

MOST IMPORTANT

Please leave the area as you find it! Pavilion and grounds will be in the condition that it was received. Failure to abide to the above will result in the forfeit of all or part of your security deposit.

The user and the Church have read the above and agree to its terms.

For the User

Date: _____, 20__

For the Church

Date: _____, 20__

***By signing, you have read, understand, and accept all the requirements.**

**PLEASE SIGN ALL FORMS & RETURN WITH CHECK FOR DEPOSIT FEE (Donation)
MADE OUT TO: North Cape Lutheran Church**

Date Paid:.....

Date Sec. Dep. Paid: _____ Date key given out: _____

Key Returned Y/N

Deposit Paid back Y/N _____
