

Ascension Lutheran Church Building Use Policy

March 2016

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1. Purpose

Ascension Lutheran Church strives to follow the Great Commandments of Jesus: "Love the Lord your God with all your heart and with all your soul and with all your mind" and "Love your neighbor as yourself". To fulfill this Christian commandment to serve, Ascension makes its facilities available for use by the community at large. Our facilities may be used by both non-member groups and individuals as outlined in this policy.

This policy will outline user eligibility, operating principles and rules, typical fees and deposits, and includes the necessary supporting forms. Ascension reserves the right to determine any additional case-by-case usage requirements, restrictions, and exceptions.

The overriding principle covering all usage is "These facilities are shared by all, shared for all, and must be the collective responsibility of all. Ascension does not provide custodial, maintenance or repair services. It is imperative that all users treat the facilities as their own by cleaning up and organizing after usage, thereby leaving the facilities a little better for the next user".

2. Eligibility

Who may use the Church

- A. Ascension groups or members using the facilities as part of the ministry of the church
- B. Outside groups that come as invited guests of the congregation
- C. Outside social, civic, educational, religious groups or individuals for regular usage
- D. Service, charitable and/or community organizations for short-term use
- E. Weddings, family gatherings, dinners, baby showers, funerals and non-profit events

Who may not use the Church

- A. Partisan political groups
- B. Groups operating for commercial gain
- C. Organizations whose purpose or activities conflict with Church mission or doctrine

The above descriptions are meant to be informative rather than fully exhaustive or fixed. Special circumstances will be considered. Background information and references beyond that described in this policy may be requested if needed.

3. Scheduling

Groups wishing to use church facilities should first obtain and fully review this building use packet available online. If and when ready to proceed, the Director of Operations may be contacted (typically in the morning) at (512) 345-4030 for consultation and to determine facility availability. Any requested supporting materials should be submitted via email to office@ascensionaustin.org and followed-up with a tentative scheduling agreement. Once all forms are complete and deposits are paid, the event will be entered into the church calendar and the process is complete.

Notes

- A. Prior scheduled reservations will take precedence over subsequent requests
- B. All groups and individuals will need to designate a primary contact of responsibility
- C. The Property Committee will review and approve any unusual requests for building use
- D. Approved users will need to submit both the Facility Use Agreement and Release and Indemnity Agreement with the declaration of policy page from their insurance policy prior to payment of fees
- E. All minor children must be supervised by an adult at all times
- F. Smoking, illegal drugs and firearms are prohibited on the property at all times
- G. Alcoholic beverages are not permitted on church grounds without advance approval
- H. Liability insurance (minimum \$1 million) is required of non-members

Use of the church facility must always be co-ordinated and scheduled with the Director of Operations. His/her calendar determines the final facility scheduling - please make sure it properly reflects your expectations.

4. Fees

For non-members and organizations a **refundable \$250 building custodial, maintenance and repair deposit** will be required when facility space is reserved. The deposit is not intended to substitute, compensate or suggest that these services can be provided - an **additional \$50 administrative fee** will apply to any deductions. The deposit will be applied against outside custodial, maintenance or repair services if necessary with the remainder returned to the facility user at the end of their occupancy agreement. Building users will remain responsible for any damages exceeding the deposit. Our goal is to provide a facility in excellent condition upon your arrival. We require users to leave it in equal or better condition upon departure.

Typical fees to defray cost of building utilities, upkeep and operation are as follows:

- Ascension members and invited groups are determined on a case-by-case basis
- \$100/hour for either Sanctuary or Parish Life Center, and \$150/hour for both
- Kitchen is an additional \$25/hour
- AV equipment is additional \$25/hour
- Frequent and regular users may qualify for a discount

All fees and deposits for use shall be paid in advance to Ascension Lutheran Church.

Fees and deposits will be refunded if the facilities are not available or if the reservation is cancelled forty-eight (48) hours prior to scheduled usage.

5. Overall Operating Principles

Ascension strives to make its facilities open and affordable to all. We operate the facilities as a shared community resource, not a profit center. We are a very small congregation and thus unable to provide custodial, maintenance or repair services. We expect all users to act as owners, taking full responsibility for usage, maintenance and repairs. A checklist is provided to confirm the proper state of the facility upon arrival. This same checklist is to be used upon departure.

- No smoking, no alcohol or drugs, no gambling, no firearms at any time
 - Note: the alcohol restriction may be relaxed for small family-oriented gatherings or celebrations only with advance approval.
- We respect, encourage and co-operate with all users and expect all users to do the same
- The playground is off-limits at all times as it belong to a separate entity
Please do not let children wander into these areas under any circumstances
- Stay out of the church office and pastor office areas; Do not touch the wheelchairs
- Pay close attention to personal property & valuables and do not leave them unattended
The church is not responsible for theft or damage to personal property
- For personal security, do not unlock doors that are not necessary for your meeting
- Turn all heating and cooling OFF prior to departure (as it is our largest expense)
Failure to do so will impact user deposits
- Return all furniture, equipment, utensils and supplies to their original location
- Please close all windows and lock all doors upon departure

As stated earlier, **“These facilities are shared by all, shared for all, and must be the collective responsibility of all. Ascension does not provide custodial, maintenance or repair services. It is imperative that all users treat the facilities as their own by cleaning**

up and organizing after usage, thereby leaving the facilities a little better for the next user”.

6. Parish Life Center

This section covers the “new building” containing the kitchen, great hall, classrooms, nursery and church office.

Please do not move the furniture from room to room. Ensure all trash has been placed in the dumpster, the kitchen and restrooms are clean, the floors swept and all items returned to proper storage.

Kitchen

Do not handle or cook any food generally considered dangerous or biohazardous.

Every group (including catering services) is expected to leave the kitchen and its equipment clean and in place as it was found. Please do not leave anything in the refrigerator; it will be thrown out. We cannot and do not guarantee the safety of food found in the refrigerator.

Facility users are responsible for table cloths, dishes, etc. Dishes, utensils, and glasses should be cleaned and returned to the appropriate storage before leaving the facility after the event. Trash must be emptied into the outside dumpster. The building users must inspect the kitchen following use to confirm cleanliness and any damage in writing.

In case of breakage or damage to kitchen materials, the responsible party is expected to correct or pay for the damage, with building damage deposit and administrative fee applying.

Great Hall

Please clean tables and chairs, sweep floors, remove trash, and turn off AC and heating.

The baby grand piano is not ours and may not be used. Please do not touch, adjust or move it.

Choir Room

Please do not move the piano - it is very fragile and the tuning is sensitive. Please turn off all instruments when finished (e.g. electric organ). The chairs, music and all other equipment should be returned to their original position.

Classrooms

Please clean tables, sweep floors, put away all craft materials, wipe surfaces and counters clean, remove trash to dumpster and turn off A/C and heat.

Nursery

Please conserve toilet paper and do not mark walls. Please vacuum the floors, store toys neatly, flush and clean toilet, empty trash and turn off A/C and heat.

Our church has adopted the policy of Safe Sanctuaries for children and youth. All users of the facility are expected to follow the guidelines of this policy including:

- Two or more adults must be present at all times during any program or event involving children
- These adults must be 18 or older and must be at least 5 years older than the children with whom they are working
- At least one of the adults present must be currently certified in First Aid and CPR
- The adults involved with the children must receive annual training related to child abuse prevention.

7. Sanctuary

This section covers the large building containing the primary worship facilities along with the adjacent prayer garden (which can also be used for events).

Please sweep floors, clear trash from pews, and empty trash to the dumpster. Ensure all furniture is returned to original positions. No food or drinks are allowed in the Sanctuary. **No objects may be placed on any keyboard instruments (e.g. grand piano, electric piano or organ) for any reason (especially flowers).**

The worship fixtures (e.g. altar, podium, font etc) may not be moved under any circumstances.

The A/V equipment is both complex and sensitive. You may turn it on and off, but do not adjust knobs and **do not change wired connections.**

Musical Equipment

All pianos may not be moved under any circumstances - they are very fragile, unsteady and the tuning is very sensitive. The organ should not be disturbed in any way. All instruments are easily damaged internally by how they are treated externally. These instruments are critical to our worship service.

When a recital is going to be held and/or the piano or organ is requested to be tuned, the individual or group requesting the piano or organ to be tuned will be responsible for the arrangements and expense associated with professional tuning. Ascension Lutheran must approve the tuner in advance.

AV Equipment

Any use of audio-visual equipment in the Sanctuary requires advanced permission and may only be operated in a fashion to agreed upon in advance. **Do not change or adjust the wires!**

The use of additional audio visual equipment, including the computers, projectors and screens is permissible upon agreement in advance. Non-member groups using the facility may use tables, chairs, and lecterns, as their set-up requires.

8. Church Grounds

Our parking lot is shared with the Day School operation and Texas Oncology Center staff. Please be respectful of all users. Park carefully and observe all handicap signage.

All children must be supervised. The playground belongs to the separate day school and is not ours - it is off-limits and may not be used under any circumstances.

Please be careful not to litter and place all trash into the dumpster.

No furniture (tables, chairs, etc.) or equipment belonging to the Church may be loaned or removed from the buildings.

A. Facilities Use Agreement

Organization & purpose of meeting _____

Anticipated number of participants _____

Will participants be charged to attend? Yes No If yes, how much _____

Will the event involve the kitchen? Yes No

Do you have insurance coverage? Yes No

Date(s) of usage _____

PLC time requirements Start _____ Stop _____

Sanctuary time requirements Start _____ Stop _____

Is this a recurring event? Yes No If yes, details _____

Total fee payable _____

Advance deposit _____

Insurance carrier and policy number _____

Person responsible _____

Cell # _____ Home # _____ Email _____

Secondary contact _____

Cell # _____ Home # _____ Email _____

I have read, understand and agree to abide by the Ascension Lutheran Church building use policy. I agree to be held responsible for all participants and activities, and confirm that the deposit will guarantee that facilities will be left in an equal or better condition than found. I hereby consent to the Release and Indemnity Agreement.

Signature: _____ Today's Date: _____

B. Facility Arrival AND Departure Checklist

Person responsible _____

Cell # _____ Home # _____ Email _____

- | | | |
|------------------------------|-----------------------------|--|
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | All doors are locked |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | All thermostats are OFF in each and every room |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | All lights are OFF |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | All floors have been swept and are clean |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | All trash emptied and placed in outside dumpster |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | All furnishings/furniture are cleaned and fully put away |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | All kitchen dishes are clean and returned to proper location/storage |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | All kitchen counters are clean |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | All tables and chairs are clean and organized |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | All AV equipment is off and in normal fully usable configuration |

Signature: _____

Today's Date: _____

C. Release & Indemnity Agreement

This is a binding legal document. The purpose of this agreement is to exempt, waive and relieve Ascension Lutheran Church, and their affiliates, officers, directors, employees, agents and volunteers (together the "Sponsors") from any and all claims, demands, actions or, causes of action, including fault or negligence, related to the use of grounds and/or facilities.

We desire to utilize the grounds and/or facilities and do so entirely upon our own initiative, and assume the risk and responsibility for personal injury, property damage, wrongful death or any other claim that may result from our presence and do hereby for ourselves, heirs, executors, and administrators, release and forever discharge and hold harmless the Sponsors.

We comprehend and appreciate that there are foreseeable, unforeseeable and inherent dangers and risks of harm involved. We understand the facilities may not have all modern safety features. We understand that these risks and dangers may be caused by the negligence of others, including the Sponsors. We understand and agree that all of the risks and dangers, including those caused by my negligence and/or others, are included within the waiver and release described herein. We KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN. I, HEREBY RELEASE, DISCHARGE AND HOLD HARMLESS the Sponsors from and against any and all claims, liability and/or causes of actions that may be made on our behalf or by our spouse, children, heirs and legal representatives, for death, wrongful death, personal injury, loss of consortium, property damage and/or breach of contract or any other damage, occasioned by, WHETHER OR NOT RESULTING FROM OR CAUSED BY NEGLIGENCE by, of and/or on the part of the Sponsors. I shall defend, indemnify and hold harmless Sponsors from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including reasonable attorney's fees, brought as a result of my participation and to reimburse them for any such expenses incurred. I agree that this Agreement may be pleaded as a bar to any action, suit or proceedings taken at any time against any Sponsor by me. I further expressly agree that the foregoing waiver, assumption of risks, release and indemnity agreement is intended to be as broad and inclusive as is permitted by the US law and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. This agreement binds the heirs, administrators, executors, personal representatives, dependents (if any) and successors. I HAVE READ AND DO VOLUNTARILY AGREE THE RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISKS, RELEASE AND INDEMNITY AGREEMENT, and further state and agree that no oral representations, statements or inducement apart from the foregoing written agreement have been made.

Signature _____ Today's Date _____