

Facility Use Policy & Rental Agreement

Trinity Lutheran Church & School 38900 Harper Avenue Clinton Township, MI 48036 (586) 463-2921 www.trinityct.org



Trinity Lutheran Church & School

Facility Use Policy

Trinity Lutheran Church and School (hereafter referred to as TLCT) recognizes that we have a large facility with many spaces that are desirable for non-TLCT ministry use by organizations and individuals whose activities are understood to advance TLCT ministry goals. We also realize there are costs involved with the non-ministry use of the facilities, and that charges should be made so that congregational funds are not used in support of non-ministry activities.

No person or organization may be granted permission to use TLCT facilities who has not agreed in writing to be bound by the regulations of this document.

Therefore, Renter agrees to hold harmless, waive, release, indemnify, defend, and discharge TLCT from all liability and claims arising from Renter's use of the TLCT property. Renter agrees to these actions to the fullest extent allowed by law, which includes liability and claims arising from TLCT negligent acts. "TLCT" includes its Mission Council, including the individual members thereof, and its officers, agents, employees, volunteers, and representatives. "Liability and claims" means demands for any value or benefit, such as lawsuits, tort claims, insurance claims, causes of action, fines, fees, costs (e.g. medical costs and attorney fees). Renter certifies and represents that it has the legal authority to waive, discharge, release, and hold harmless the released parties on behalf of itself and its members, employees, agents, contractors, suppliers, or guests.

By signing this document, you acknowledge that you have read, understand, and agree to the policies and procedures of the TLCT Facility Use Policy & Rental Agreement, and agree to pay any associated fees.

This signed form must be on file with Trinity Lutheran Church & School before any rental/use approvals will be granted.

Your Name:(printed)	Date:
Your Signature:	
This form may be scanned and emailed, or dropped off to the Trinity Lutheran Church & School	ne following:
38900 Harper Ave	
Clinton Township, MI 48036	
Email: Church@Trinityct.org	



38900 Harper Avenue Clinton Township, MI 48036

Application for Use of Facilities

Group/Organization Req	uesting:				
Name of Responsible Person(s):					
Phone Number: (Cell/Home)					
Email Address:					
Purpose of Meeting:					
Room Requested:					
Specific Date(s) Requested:					
Time of Event(s): From	(A	M/PM) To	(AM/PM)		
Set-Up Time:		Clean-Up Time:			
Expected Attendance:					
Special Equipment Requ	iired:				
FACILITY RENTAL RATES					
Facility	Member Rate	Non-Member Rate	Capacity		
Church Lounge	\$100	\$200	Up to 50 people		
Gym – General Use	\$250	\$500	Up to 300 people,		
Athletic Activity	\$50/hour	\$75/hour	restrictive usage		
	\$125 for 3 hours	\$150 for 3 hours			
Community Center	\$200	\$300	250 people/ 8-10 tables per side		
Soccer Field	\$50/hour	\$75/hour	150 People		
Baseball Field	\$50/hour	\$75/hour	150ople		
		g the \$100 security deposit.			
Please notify the church immediately upon cancellation.					
Room rentals are a minimum of one hour. Rentals of more than four hours will incur an additional fee of \$50/hour.					
Office Use:					
Application Approved: YES NO					

Use of Church & School Facilities

The church believes that its property and facilities are to be used for the fellowship of the Body of Christ and to bring glory to God. Although the facilities are not generally open to the public, we sometimes make our facilities available to approved non-members as a witness to our faith, in a spirit of Christian service that is consistent with the Gospel of Jesus Christ. Community groups and individuals will be permitted and encouraged to use our facilities for worthwhile purposes when such use will not interfere with TLCT programs and is not dangerous or detrimental to general welfare. But facility use will not be permitted to persons or groups holding, advancing, or advocating beliefs or practices that conflict with the church's faith or moral teachings, which are summarized in, among other places, TLCT's "Statement of beliefs," the church's constitution and bylaws, and in various places on its website trinityct.org, and on the website of The Lutheran Church—Missouri Synod, Icms.org. The Renter agrees to promptly disclose any potential conflicts in belief to TLCT prior to the execution of this agreement. In order to administer building use in a fair, consistent manner, categories have been developed for User Groups. A schedule of fees has also been established to help defray the cost of use of these facilities. The selection process for approval of building and outdoor athletic field usage is established below. TLCT reserves the right to deny the use of its facilities based on interpretation of Scripture. Also, TLCT sponsored ministry takes precedence over any reservation from a community group or individual.

General Rules

- Building hours are: Weekdays Monday-Friday 8:00 AM-9:30 PM Weekends Saturday 8:00 AM-9:30 PM, Sunday 12:30-5:00 PM
- 2. Facility Use policy on page 2 must be signed and returned with Application for Use of Facilities
- 3. Upon completion of the event, rooms and spaces must be in the same configuration they were in prior to occupancy. Return furniture and equipment to their original locations.
- 4. Materials and equipment in the area should be left undamaged.
- 5. Clean up the area after use, including tabletops, chairs and floors.
- 6. Close windows, turn off lights, and shut the doors when you leave.
- 7. Place all garbage in garbage cans.
- 8. No personal supplies, materials, or equipment will be stored for the Renter.
- 9. Subleasing or shared use is subject to the approval of the Director of Operations.
- 10. Renter must be at least 21 years old.
- 11. Renter or an approved designee must be in attendance at all times during the function/activity.
- 12. All rentals must be a minimum of one hour. Additional time will be rounded to the nearest half hour.
- 13. Appropriate clothing and shoes must be worn at all times.
- 14. Applicants using TLCT facilities have access only to the approved room(s) for the approved time(s).
- 15. All groups granted permission to use TLCT facilities must conform to the same rules that govern all school activities, such as no open flames (catering warming equipment is allowed), no drinking, no smoking, no firearms or weapons of any kind, etc.
- 16. To limit damage to TLCT property, proper supervision must be provided by the applicant.
- 17. The applicant receiving permission for use of the building or fields will be responsible for all damages or losses of TLCT property.
- 18. In no cases will alcoholic beverages or illegal drugs be permitted on school property including Building and Outdoor areas. No person shall be permitted in a building that appears to be under the influence of intoxicants. There is no smoking or use of tobacco products allowed on TLCT property at any time.
- 19. Renter agrees that the school/church property will be used in accordance with TLCT rules and policies.

- 20. TLCT equipment cannot be used unless special prior arrangements have been made for its use.
- 21. All plans for special decorations must be approved before the scheduled activity so that they conform to all fire regulations.
- 22. Physical education equipment is NOT included in the privilege to use a gym.
- 23. Gym shoes must be worn by all people on the gymnasium floor for any type of play activity.
- 24. No activity is to be planned, which will involve use of the facility before 8 am or after 9:30 pm, except authorized overnight events.
- 25. Renter will not tamper with or enter the mechanical room(s) or use electric boxes.
- 26. Custodial supplies and equipment are not to be used, with the exception of basic supplies approved by the custodian in charge of the facilities.
- 27. The Renter agrees to comply with all State laws and State Fire Marshall regulations regarding occupancy. This rental agreement will be cancelled immediately if the Renter violates State Fire Marshall regulations regarding maximum occupancy of the space rented. Maximum occupancy for each space, as determined by TLCT, will be listed in the individual space rental agreement forms (found in the pages below). Additionally, the Renter will confine all activities to the areas approved in this agreement.
- 28. Misuse of the Church/School will be reported to management and result in cancellation of future use.
- 29. Use of the School Kitchen is prohibited without oversite of the Food Services Director.
- 30. In the event of fire, smoke, or building emergency, evacuate the building. Call 911 to 38900 Harper Ave., Clinton Township, MI 48036. When safe, call your contact person, Facilities Manager, or Event Supervisor.

Application Procedure

Individuals or groups requesting to reserve a space at Trinity Lutheran Church & School must first complete the TLCT Facility Use Request form.

Someone from TLCT will contact the applicant to confirm availability and will send this packet of information to the person requesting to use the facility, and to determine/clarify the desired space and equipment needs.

TLCT will then provide a written estimated cost for the event/usage, which will include any fees for building/grounds usage, along with any labor and/or equipment use charges.

A signed copy of page 2 of this "TLCT Facility Use Policy & Rental Agreement", acknowledging that the Renter has read, understood, and agrees to all terms of the agreement must be provided.

In addition, a security deposit of \$100 is required in order to offset potential costs that may result as a consequence of the use of TLCT equipment or facilities.

Any repair or clean-up costs generated by the approved rental will be subtracted from the security deposit and the balance, if any, will be returned to the Renter. If repair/clean-up costs in excess of the deposit are incurred, the Renter is responsible for their payment.

This security deposit will be held until the end of the rental period. Any unused portion of the security deposit will be returned to the renter.

Permission for recurring (that is, regular and continued use) activities needs to be requested only once, however the maximum period you may request is 1 year. Requests spanning longer than 1 year must be made annually.

After a request has been approved, confirmation of the reservation and proof of payment of the security deposit will be provided to the person requesting use of the facility and/or equipment.

Payment is expected in full for one-time event use, and short-term recurring events, one week prior to the reservation start date of the event. For longer-term recurring use requests, a payment plan will be negotiated with the TLCT Finance Office, but likely will be monthly, with the monthly payment expected one week prior to the upcoming month's use.

Insurance

Any group or individual requesting use of TLCT grounds or facilities must provide proof of insurance, this ensures both TLCT and the Renter against all liability for damages to person or property in or about TLCT property.

Requirements:

Individual/Personal -- This liability insurance shall not be less than \$100,000 on single occurrence, and \$300,000 on aggregate for injuries/incidents arising out of any accident or property damage.

Applicant will be required to provide proof of homeowner's insurance policy, or other liability insurance demonstrating personal liability coverage. This can be provided to Trinity in one of two ways:

- Option 1: Provide Trinity with a copy of your homeowner's insurance that demonstrates personal liability coverage.
- Option 2: Contact your insurance company and request a Certificate of Insurance naming Trinity as an additional insured for the duration of the rental.

Commercial/Business – Provide a Certificate of Insurance naming "Trinity Lutheran Church and School" as an additional insured that is effective for the entire period. The amount of this liability insurance shall not be less than \$1,000,000.00 on single occurrence, and \$3,000,000.00 on aggregate for injuries/incidents arising out of any accident or property damage.

If the Certificate of Insurance is cancelled before the end of the rental period, the Renter will notify TLCT within 24 hours of cancellation of insurance, with the understanding that the Facility Use & Rental Agreement is cancelled.

Indemnification & Release of Liability

Renter agrees to hold harmless, waive, release, indemnify, defend, and discharge TLCT from all liability and claims arising from Renter's use of TLCT property. Renter agrees to these actions to the fullest extent allowed by law, which includes liability and claims arising from the TLCT negligent acts. "TLCT" includes its Mission Council, including the individual members thereof, and its officers, agents, employees, volunteers, and representatives. "Liability and claims" means demands for any value or benefit, such as lawsuits, tort claims, insurance claims, causes of action, fines, fees, costs (e.g. medical costs and attorney fees). Renter certifies and represents that it has the legal authority to waive, discharge, release, and hold harmless the released parties on behalf of itself and its members, employees, agents, contractors, suppliers, or guests.

Medical Incident or Accident

If a medical incident or accident happens to occur during your event, handle the incident and then please notify us as soon as possible and complete the "Incident Report" form that is included in this packet. Return the incident report to TLCT at Trinity Lutheran Church and School, 38900 Harper Avenue, Clinton Township, MI 48036.

AED's (Automated External Defibrillator) are located throughout the building and are available for use if needed in an emergency.

Right of Entry

TLCT retains the right to enter the property at all times, including the property being used by the Renter under this agreement.

Renter's Property

TLCT will not be responsible for the belongings of the Renter and/or their participants. TLCT is not liable for damages, lost or stolen items, and/or vandalism that may occur to the renter's/participant's property during the facility usage.

User Groups

Although no distinction is made for members of the TLCT congregation, there is a distinction made between various types of users of the TLCT facilities.

- Trinity Ministries -- Reservations made for the ministry and purpose of TLCT.
- Trinity Ministry Partners Reservations made by individuals, organizations or groups whose ministry or purpose is in alignment with Trinity's statement of beliefs and are authorized by the Senior Pastor as a ministry partner.
- Non-TLCT Rental Reservations made by an individual, organization, or group that does not fall into one of the above categories.

USER GROUP	TRINITY FEES CHARGED?	SECURITY DEPOSIT REQUIRED?	WAIVER REQUIRED?	INSURANCE REQUIRED?
Trinity Ministries	NO	NO	NO	NO
Trinity Ministry Partners	NO	YES	YES	YES
Non-TLCT Rental	YES	YES	YES	YES

Cancellation Policy

The Renter must notify the TLCT Church Administrative Assistant of any cancellation of a previously scheduled reservation at least five (5) working days prior to the scheduled use.

All cancellations must be submitted in writing. Failure to do so may result in TLCT invoicing the Renter for lost revenue and expenses incurred in preparation for use of the facility requested.

TLCT reserves the right to cancel and/or modify any reservation for a good cause, as deemed by TLCT. In the event of cancellation, there shall be no claim or right to damages or compensation resulting from any loss, damage, or expense whatsoever incurred by the Renter as a result of such cancellation. It must be understood that the use of any facility is automatically cancelled when the facilities have been closed by TLCT authorities due to local, state or natural disasters or emergencies including, but not limited to earthquake, fire, flood, weather, and power or other mechanical failures.

Access and Supervision

For most situations, the rooms/spaces reserved will be unlocked and available for use during the agreed upon time. No keys or fobs will be provided. However, TLCT reserves the right to require an Event Supervisor, which will result in an additional cost. In general, use of the Community Center, Gymnasium, or Church Lounge will require the use of an Event Supervisor. This will be determined and explained at the time the agreement is formed and any costs associated with the inclusion of an Event Supervisor will be included in the Rental Agreement Estimate.

The Event Supervisor's purpose is simply to provide access to the Renter to the space(s) reserved, and to supervise the event. They will be available to facilitate the handling of any building issues or emergencies. They are not expected to help with setup or cleanup but will provide access to the Renter so that they can gain access to the items they need to do so, as long as it is included in their Rental agreement. It is expected that the Renter and their guests/participants will abide by any instructions/requests of the Event Supervisor as it pertains to operating within the boundaries of the Facility Use Policy and Rental Agreement.

The name and contact information for the Event Supervisor assigned will be provided to the Renter in advance.

WIFI Access

While on campus, you may use our guest Wifi. The network name is TLC-Guest and the password is ResponsibleGuest.



Signature of TLCT staff

Accident or Injury Report

Trinity Lutheran Church & School 38900 Harper Ave. Clinton Township, MI 48036 586-463-2921

Name of injured person:			-
Address:	City:	Zip:	_
Phone number(s):			_
Date of birth: Male	Female		
Date of incident: Day of the we	ek: Time:	AM/PM	
Location of incident (What room/space?):			
Who was the injured person? Student, Parent, Gue	est, Staff, Other (explain):		_ (circle one)
Details of incident:			
			_
Describe injury:			-
Injury requires physician/hospital visit?	Yes No		
*No medical attention was desired and/or required.	Yes No		
Signature of injured party	Date		
Signature of witness	Date		

Date

Gymnasium

Rental Agreement & Policies

General Policies

- Maximum occupancy 300 people
- There is a 9:30 pm curfew for the Gymnasium.
- Treat all equipment with care (wood floor, bleachers, basketball hoops, volleyball net/stands, etc.).
- No food or drink allowed in the Gymnasium water bottles only.
- No tables or chairs allowed in the Gymnasium (other than score table and athletic chairs see below).
- An AED is located in the hallway outside the Gymnasium door, near Boys Locker Room.
- Repeat rentals, i.e. weekly, must be paid in advance. The \$100 security deposit covers the entire time of the rental up to one year.

During Event

- Access Renters will be given access to the building through the Facility Director or Event Supervisor.
- **Entrance** Renters and their guests/participants can enter Trinity using the Community Center entrance Door #30.
- Doors All exterior doors are to remain closed at all times. Do not prop doors open or unlock crash bars on
 exterior doors.
- Bathrooms Bathrooms are located in the hallway outside the Gymnasium.
- Locker Rooms Two Locker Rooms are allowed to be used for changing.
- Athletic Equipment Closet Do not use any athletic equipment that is in the Gymnasium closet unless
 authorized to do so. If use is authorized, please return any equipment to the closet where you found it.

After Event - Clean Up/Take Down

- Ensure no personal items are left behind (clothing, shoes, etc.).
- Clean up after the event by sweeping the gym floor and removing all trash. Trash should be taken outside to the dumpster located in the parking lot near the Athletic Field.
 - Dust mop, broom, and dustpan are located in the Gymnasium next to the bleachers.
 - Garbage cans are located next to the bleachers.
- Return any equipment used to its proper location (e.g., take down score table, chair(s) and put them away, put broom away, etc.).
- Locker Rooms remove all trash and ensure no items are left behind.
- Close all exterior and interior doors to the Gymnasium.

Community Center

Rental Agreement & Policies

Trinity Lutheran Church & School (TLCT)

General Policies

- Maximum occupancy 250 people.
- There is a 9:30 pm curfew for the Community Center.
- Treat all equipment with care.
- An AED is located in the hallway outside the Gymnasium door near the Boys Locker Room.

During Event

- Access Renters will be given access to the building through the Facility Director or Event Supervisor.
- Entrance Renters and their guests/participants can enter Trinity using Community Center Door
- **Doors** All exterior doors are to remain closed at all times. Do not prop doors open or unlock crash bars on exterior doors.
- **Bathrooms** Bathrooms are located in the hallway outside the Community Center heading towards the school kitchen.

After Event - Clean Up/Take Down

- Ensure no personal items are left behind (clothing, shoes, etc.)
- Clean up after the event by vacuuming the floor and removing all trash. Trash should be taken outside to the dumpster located in the parking lot near the Athletic Field.
 - Dust mop, broom, dustpan and vacuum are in coat closet.
 - Garbage cans are located by the kitchen.
- Return any equipment used to its proper location (e.g., take tables/chairs and put them away, put brooms/dustpan away, etc.).
- Close all doors to the Community Center.

Church Lounge

Rental Agreement & Policies

Trinity Lutheran Church & School (TLCT)

The Church Lounge is a conference room with a table and executive style chairs. There is a sink and countertop area. It has a large wall-mounted monitor which may be used for presentations when hooked up to a laptop. Maximum occupancy is 50.

General Policies

- There is a 9:30 pm curfew for all meeting rooms.
- Treat all equipment with care (tables, chairs, walls, carpet, electronic equipment, etc.).
- An AED is located in the Church foyer.
- If needed for a presentation, you will need to provide your own computer and projector.

During Event

- Access Doors will be unlocked for you. Use the Main Church door #28.
- **Doors** All exterior doors are to remain closed at all times. Do not prop doors open or unlock crash bars on exterior doors.
- Bathrooms Bathrooms are located across the hallway from the Church Lounge.
- **Drinking Fountain** –drinking fountains are located in the hallway right outside the Church Lounge.
- **Electronic Equipment** Do not use any electronic equipment belonging to TLCT unless authorized to do so. If authorized to use it, please use it with care and turn it off when you are done.

After Event - Clean Up/Take Down

- Ensure no items are left behind.
- Clean up after the event by picking up and removing all trash. Vacuum the carpeting with the
 vacuum stored in the kitchen. There are garbage cans located in the Church Lounge. If trash is
 full or contains food items, please take it out to the dumpster located in the parking lot next to
 the Athletic Field.
- · Turn off lights.
- Close the door.

Outdoor Areas

Rental Agreement & Policies

Trinity Lutheran Church & School (TLCT)

General Policies

- There is a 9:30 pm curfew for all outdoor areas and facilities.
- Treat all property and equipment with care (fences, sports equipment, trees, landscaping, etc.).
- **Rental Agreement** Have a copy of your rental agreement on hand to verify your rental, if approached.
- Trash & Clean up Renters must dispose of all trash (see below).
- Parking Parking is available in our main church/school lot.
- Bathrooms Bathrooms are not available to renters of our outdoor areas.
- No alcohol allowed on our outdoor areas.
- No smoking allowed on our property.
- Renters are limited to the space they rent. Other renters or Trinity events may be using other outdoor areas during your rental time. Please respect others who are using our property.
- Do not move any Trinity property (soccer goals, bleachers, picnic tables, etc.).

Ball Field

- Maximum occupancy 150 people.
- Bases Bases must be provided by Renter.
- **Equipment** Renters must provide their own equipment, including equipment for chalk lines.

Soccer Field

- Maximum occupancy 150 people.
- Soccer Goals & Nets Do not hang from the goals. Do not move the soccer goals. Nets for soccer goals are not included in rental of the field. Nets may be on the goals when our school sport is in season but will not be put on outside of the school season.

After Event - Clean Up

- Ensure no personal items are left behind (clothing, shoes, etc.).
- Clean up the area used to ensure that all garbage is picked up and disposed of. Trash should be taken to the dumpster located in the parking lot next to the Athletic Field.