

Trinity Evangelical Lutheran Church

170 Old Westford Road

Chelmsford, MA 01824

978-256-6300

parishadmin@trinity-chelmsford.org

FACILITIES USE POLICIES & FORMS PACKET

Included:

- **Application for Use of Church Facilities**
- **Worksheet for Assessing Facility-Use Fees**
- **Hold Harmless Agreement**
- **Key-Deposit Policy**
- **Facility Use Policy**

Revised 10.12.2023

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Application for Use of Church Facilities

Name of Organization: _____

Date of Application: _____

☐ Single Event - Description of Event: _____

☐ Recurring use of specific rooms/areas for regularly scheduled program

Times Facilities Required: From: _____ am/pm. To: _____ am/pm

(circle) Monday Tuesday Wednesday Thursday Friday Saturday Sunday

Specific Date(s) Required: _____

Contact Person: _____ Phone #: _____

The applicant and the individual executing this application hereby waive any and all claims, demands, and causes of action that they may have against Trinity Lutheran Church as a result of the use of church facilities pursuant to this application. The applicant and the individuals executing this application shall indemnify and hold harmless Trinity Lutheran Church and its officers, agents, and employees from and against any and all costs of litigation arising out of or associated with the use of church property by the applicant Organization and its members, guests, employees, and agents pursuant to this application.

We have read and agree to comply with the "Policies and Regulations Regarding Use of Church Facilities."

Printed Name and Signature of Applicant: _____

Address: _____

Telephone number: _____

----- For Office Use only -----

Approval Date: _____

Rooms/areas to be used: _____

Donations/Fees Paid \$ _____ Receipt No.: _____

Note: Copy to be given to applicant after approval. Original application to be retained in the church files.

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Worksheet for Assessing Facility-Use Fees

<input type="checkbox"/> Sanctuary (seats up to 250 max)	\$ 200
<input type="checkbox"/> Luther Room (seats up to 125)	\$ 125
<input type="checkbox"/> Conference Room	\$ 25
<input type="checkbox"/> Classrooms (1-5)	\$ 25
<input type="checkbox"/> CC Room (seats up to 20)	\$ 25
<input type="checkbox"/> Lounge (seats up to 20)	\$ 25
<input type="checkbox"/> Library (seats up to 5)	\$ 25
<input type="checkbox"/> Orchard	\$ 75
<input type="checkbox"/> Parking Lot	\$ 75
<input type="checkbox"/> Kitchen	\$ 50
<input type="checkbox"/> Sexton's Fee	\$ 50

TOTAL \$_____

Half of the total facility use fee is due upon reservation of space. The remainder will be due on pre-determined date.

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Hold Harmless Agreement

I/We, the undersigned authorized representative(s) of _____, (hereafter the "Organization") in consideration of being allowed to use the property and facilities of Trinity Lutheran Church in Chelmsford, Massachusetts, do agree to hold the said Church, its officers, members, representatives, employees, and agents, harmless from any injury, harm, illness, or other damages to the undersigned or members of the Organization and to its guests, invited or not. I/We agree that our Organization alone shall be responsible for any property damage, personal injury, illness or death that may occur during our use of the premises.

As part of the consideration for being allowed to use the facilities, building, and/ or grounds, I/we release the Church, its officers, members, representatives, employees and agents from any claim for damages, injuries, illness, or death which may occur while participating in the Organization's activity. I/We further agree to save and hold harmless the Church, its officers, members, representatives, employees and agents from any claim in arising out of or participation in any form or fashion in the Organization's activity or usage of said property and facilities.

I/We represent that our Organization has general liability insurance with coverage limits of \$_____ in effect as of the date of the Organization's activity. I/We agree to name the Church as an additional insured on our general liability insurance policy and shall provide proof of such additional insurance coverage to the Church prior to the date of the Organization's activity.

I/We further state that I/we are authorized to sign this agreement; that I/we understand the terms herein are contractual and not mere recital; and that I/we have signed this document of my/our own free act and volition. I/we further state and acknowledge that I/we have fully informed ourselves of the content of this affirmation and release by reading it before I/we signed it.

I/We have executed this Church Hold Harmless Agreement this ____ day of _____, 20__.

_____ (Organization Name)

By:

Signature, Title

Printed Name

On behalf of (organization): _____

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Building & Facility Use Agreement

As a member of the Greater Chelmsford community, and as stewards of the gifts God has made available to us, Trinity Evangelical Lutheran Church (hereafter the “Church”) shares its facilities with education, civic, cultural, youth, community, and other non-profit community-based organizations when those facilities are not needed for church ministry or programs.

The Church takes care when scheduling its facilities to avoid potential conflicts with church activities. Occasionally, unforeseen events may require a change to this agreement. While the Church will reasonably endeavor to notify the Organization of any required scheduling changes or termination of facility use by the Organization, the Church specifically reserves the right to terminate this agreement at any time, with or without cause or notice. The Church further reserves the right to have the Organization reschedule its planned program or use of the Church’s facilities or equipment when the Church needs the facilities or equipment for its purposes.

Requests for use of the facilities and/or equipment are to be processed through the church office. Requests will be honored on a first-come, first-serve basis as recorded on the church calendar. Regularly scheduled activities of the Church have priority over all other requests.

The hours of use will be posted on a “Daily Room Schedule” and maintained by the parish administrator to avoid potential conflicts in schedule. The “Daily Room Schedule” will be posted on the wall near the copier. It will list the start times and rooms for every event happening in the building.

Terms and Conditions:

The terms “single event” and “recurring use” are used throughout this policy package. “Single event” is defined as one event per year. “Recurring use” is defined as use of specific rooms/areas more than once per year for regularly scheduled programs or activities.

You or your Organization will need to provide the resources for set-up, take-down, clean-up, and supervision as provided below.

1. **Respect for Facilities/Grounds and Church Activities.** Trinity Evangelical Lutheran is a Christian church and a community of faith. We expect you, your members, and/or guests, and your attendees to respect our facilities, and to conduct yourselves in a manner befitting a church. Church activities and other Organizations may be using other parts of the facility and we ask that you respect their needs as well.

2. **Safety of Children and Youth.** The Church has a safe children policy which requires that a minimum of two adults supervise all activities involving children and youth. Organizations using our facility agree to provide adequate supervision of children and youth. By signing this agreement, you specifically agree that no adult will be alone with any child or children under the age of 18 at any time. In addition, you agree that you will provide adequate adult supervision to maintain proper decorum and keep your Organization within the areas provided to you.
3. **Worship Space.** The Sanctuary is our place of worship. We are pleased to make it available to you, but we ask you and the members of your Organization show particular respect for this space. This is a holy space that is set aside for a secular purpose during your use. It is not simply another auditorium or concert hall. Shouting, running, playing, climbing on the furniture, disturbing the books and papers in the pews, or similar behavior is not appropriate in this space.

No furniture or furnishings may be moved without prior written approval as part of this Agreement. The pulpit and altar are not moveable under any circumstances. No food or drink of any kind whatsoever is to be brought into, or consumed in, this space.

4. **Facility Set-up.** Except as otherwise provided, you are expected to set up the space to your needs and return it as you find it following your use.
5. **Tape.** If you will be hanging items on the walls, or taping down cords on the floors, the following tape is acceptable:
 - For walls: 3M Safe Release Painters Making Tape (blue color)
 - For carpet and floors: Pro-Gaff or similar professional grade gaffer tape.

These tapes are specifically designed to protect paint and other finishes, and do not leave adhesive residue on walls and floors, which creates a maintenance problem. *Use of "Scotch" tape, regular masking tape, strapping or other packaging tape, and duct tape is specifically prohibited.*

6. **Care of Furnishings.** If furnishings or equipment are damaged, or become inoperable during your use, you are expected to notify the Church.
7. **Take Down and Clean Up.** At the end of your event the space you used should be returned to the way you found it.

ALL ROOMS: wipe down of surfaces with provided sanitizing wipes and use of provided hand sanitizer. Surfaces include high touch areas including tables, doorknobs, light switches, etc. Run the air purifier in the room to time out 4 hours after your meeting.

A. Luther Room

- Re-rack all tables and chairs.
- Pick up trash on floor.
- Check for any personal or Organization items left behind.
- Trash is to be taken to the dumpster in the parking lot.

B. Classrooms

- Tables and chairs should be reset as you found them.
- Any food, trash, plates, cups, cans, containers should be bagged and removed to the dumpster in the parking lot.

C. Outdoor Spaces

- Any food, trash, plates, cups, cans, containers should be bagged and removed to the dumpster in the parking lot.
 - If the fire ring has been used, any fire should be completely out. Burnt logs, coals, and ash should be left in the fire ring, and must be cold to the touch before leaving.
 - The Eternal Garden is a sacred space and not available for public use.
8. **Building Hours.** Building use hours are 8:30AM to 10:00PM. Evening events must conclude and the building must be locked and closed by 10:00PM, unless special arrangements have been made.
 9. **Storage.** Storage space is limited for organizations other than church groups. All organizations using the facility will be responsible for storing accessories offsite, unless prior arrangements have been made through the church office.
 9. **Prohibited Use.** No alcohol, drugs, smoking, firearms, or gambling are allowed in the building or on church property at any time.
 10. **Key Distribution.** If a key is needed, please request, review and follow the current Key policy which requires a request form and a key deposit fee. When an Organization terminates use of the facilities and all keys are returned, all deposits made for keys will be returned.
 11. **Security.** The Church works to maintain a safe and secure environment within the facility; however, no system is foolproof. We ask that all users pay close attention to personal property and valuables and not leave them unattended. The Church is not responsible for theft or damage to personal property. Your Organization's leader or designated coordinator is responsible for the security of the building: turn lights off, doors locked, kitchen picked up, etc.
 12. **Use of Outdoor Spaces.** Prior permission is required to use the Church's outdoor spaces (orchard, fire-ring, parking lot, trail, etc.).
 - Use of the fire-ring must be requested in advance.
 - If you have received permission to use the fire-ring, it is your responsibility to contact the Chelmsford Fire Department in advance to secure appropriate permit(s). You are also advised to inform the Chelmsford Police Department so they will know your plans.
 - When the fire-pit is in use, at least one adult over the age of 21 years must be present at all times.
 13. **Food Prep and Serving Guidance.** In order to keep people as safe as practically possible while groups start to expand their usage of Trinity's facilities, we have put the following guidelines in place concerning food preparation and eating at gatherings.
 - When food/refreshments will be eaten indoors - we have the following guidelines:

- o Open doors and windows, when practical, to allow for air flow during meals and always use room air purifiers.
 - o Limit seating capacity to a number that allows for comfortable personal space. The ability to provide distance between unmasked people is key to mitigating the potential spread of disease in a group setting.
 - o Under no circumstances should the number of people exceed the specified room capacity outlined in Trinity's facilities use packet.
- Do not leave excess food in the refrigerator or counters. Please take all "left-overs" with you.

Fees:

All persons/Organizations approved for use of church facilities are required to pay applicable fees, as stated in this policy package. Any discount or waiver granted represents an assumption of these fees by the Church in support of the activities of the user or Organization.

The Church facilities are available at no charge to members and their immediate families for funerals, and family celebrations, such as anniversaries. However, a sexton fee is required from all users and Organizations. Requests for such usage should be made following reservation procedures, as stated in this policy document.

A deposit of at least 50% of the Sexton Fee is required at the time the reservation is confirmed.

This agreement may be extended by mutual agreement of the parties, in writing, including any changes and/or additions to the agreed upon terms and conditions of facilities use, dates, and/or fees.

Acknowledgement and Acceptance:

By signing below, you acknowledge that you have read this agreement, accept the Terms and Conditions outlined herein, and agree to be the Responsible Party to assure your members and guests comply with this Agreement. This agreement constitutes the entire understanding of the parties and may not be modified by any oral representations or understanding, but only by written agreement signed by both parties.

Requested this _____ day of _____, _____ by its Authorized Representative:

(Name (printed))

Signature of Responsible Party & Authorized Representative

E-mail address

Telephone Number

Name of Organization

Street Address or P.O. Box

City

Zip

Confirmation:

The signature below, confirms that your request has been accepted by Trinity Evangelical Lutheran Church and the space requested has been reserved for your use.

Signature

Date