# Facility Use Agreement

Christ the King Lutheran Church

Name of Person Making Request: _____

Name of Organization: _____

Contact Phone: _____

Contact Email: _____

We will donate $_____ to help offset the expenses associated with our use of the facility.

Date(s) of Event: _____ Time(s) of Event: _____

Refundable Deposit (if applicable): _____

We understand that we are bound by church building use expectations as published in the Christ the King Lutheran Church Facility Use Policy (available upon request)

The undersigned has been given authority to act on behalf of – and be responsible for – the USER making this application. USER will see that the FACILITY is not misused or abused, that there is always proper adult supervision, that the FACILITY is used in conformity with all policies and regulations of Christ the King Lutheran Church, and that all other terms of this FACILITY USE AGREEMENT are adhered to and followed.

The undersigned understands and agrees that this FACILITY USE AGREEMENT does not establish an employer-employee relationship between USER and Christ the King Lutheran Church, and that the event is neither a conducted event nor a sponsored event of Christ the King Lutheran Church. In addition, it is understood that Christ the King Lutheran Church will not exercise any physical or other control over the operation of the event other than those specifically listed in this FACILITY USE AGREEMENT. USER understands that Christ the King Lutheran Church is not providing any supervision by this agreement.

**NO OTHER PROMISES OR WARRANTIES**

_____ USER understands that no promises are made otherwise than what is contained in this agreement, that no warranties have been made that the FACILITY will be adequate for USER's planned use, and that USER accepts the FACILITY in an AS IS condition. (initial)

_____ USER has inspected the facility to be used and has independently determined that it is suitable and safe for their particular purpose. (initial)

**LIMITATION OF LIABILITY**

Christ the King Lutheran Church shall not be liable to anyone under any term, condition, obligation, or agreement expressed herein or implied hereunder or any other claim of damage or causes at law or in equity arising out of the use of the facility, the use or maintenance of the facility or its appurtenances and equipment unless such damage or injury is caused by or results from: a) any willful or intentional act or intentional omission of Christ the King Lutheran Church, its agents or employees, or b) gross negligence of Christ the King Lutheran Church, its agents or employees. Specifically, USER, on behalf of USER and USER'S agents, servants, successors and heirs, releases, waives, discharges, and covenants not to sue Christ the King Lutheran Church, except any action by USER for breach by Christ the King Lutheran Church of its obligations arising under this agreement and except as provided in the foregoing sentence. Furthermore, USER releases, waives, discharges and covenants not to sue Christ the King Lutheran Church in the event of Christ the King Lutheran Church's termination of the agreement resulting in the cancellation of USER'S event as described in this agreement.

**INDEMNIFICATION**

USER shall defend, indemnify, and hold harmless Christ the King Lutheran Church from and against any and all claims arising from a) USER'S use of the facility, or from the conduct of USER'S operations in or around the premises; b) any breach or default in the performance of any obligation on USER'S part to be performed under the terms of this agreement; c) the negligence of USER or any of USER'S agents, contractors, employees, or guests; d) all costs, attorney's fees, expenses, and liabilities incurred in the defense of any such claim or any action or proceedings brought thereon.

**I (We) have received and read a copy of the facility use policy.**

Signature: _____ Date: _____

USER

Signature: _____ Date: _____

Christ the King Lutheran Church Official

(updated July 2025)

# Policy 02 - Facility Use Policy

## Introduction

Christ the King Lutheran Church welcomes the use of its facilities by members of the church and other groups who support the mission of the congregation. The use of our facilities becomes an extension of our mission of knowing Christ and making Him known. We actively seek ways to utilize our facilities in fulfilment of our mission.

Requests to use the building shall be made with the secretary at 334-347-6716. Building use expectations, security deposits, the Facility Use Agreement, and related information will be handled by the secretary. **The Board of Elders and/or the Church Council must approve all uses of church property and facilities.** Generally, priority shall be given to church members, their immediate families, and organized groups that are part of the ministry, organization, or sponsored activities of the church.

Christ the King believes that its property and facilities are to be used for the fellowship of the Body of Christ and 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. However, 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, the church's constitution and bylaws, and in various places on its website (enterpriselutheran.org) and on the website of the Lutheran Church – Missouri Synod (lcms.org).

## Event Categories

Events utilizing the facilities of Christ the King Lutheran Church will fall into one of the following four categories:

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| Category 1 | Congregational events scheduled by the church staff, church council, or council members |
| Category 2 | Member events (weddings, receptions, anniversaries, bridal / baby showers, etc.) |
| Category 3 | Events held by non-profit organizations whose objectives are deemed by the Board of Elders and/or Church Council to complement the mission of Christ the King Lutheran Church |
| Category 4 | General use |

# Conditions of Use

1. All groups in categories 2, 3, and 4 are required to sign a Facility Use Agreement prior to using the requested space.
2. Events in categories 2, 3, and 4 may be tentatively scheduled 12 months in advance. Sensitivity regarding funerals and other unforeseen needs by the church is expected from facility users.
3. Applications for recurring building use by groups in categories 2, 3, and 4 must be submitted annually.
4. The Church Council and/or Board of Elders may approve all Facility Use Agreements, and will communicate such approvals to the Pastor, Church Secretary, and Properties Chair.
5. Church Staff, the Board of Elders, and/or the Church Council may modify portions of the Facility Use Agreement as necessary.
6. Church Staff, the Board of Elders, and/or the Church Council, on behalf of Christ the King Lutheran Church, reserve the right to refuse the use of church facilities to any individual or group, for any reason.
7. All Category 4 events may be subject to a $200 refundable security deposit, which will be returned to the user less any expenses incurred by Christ the King Lutheran Church because of the event / use of the facility in excess of reasonable wear and tear. This security deposit is not considered a fee for usage but is provided in consideration for Christ the King Lutheran Church allowing use of its facilities.

# Suggested Donations

While no fees are charged for the use of the facilities, donations are welcomed to help Christ the King Lutheran Church offset the expenses incurred by said usage.

# Facility Use Expectations

1. Any permit granting use of the facilities to groups, as requested in the application, will be limited to the terms of the permit.
2. No group or organization may sublet their use of the facilities to any other group.
3. No group or organization may sell tickets or otherwise charge admission to their event.
4. All facility use permits are subject to cancellation.
5. At its discretion, Christ the King Lutheran Church may require its representative or delegate to be present at all times during the event.
6. Groups are restricted to only those areas of the facility that the group has been permitted to use.
7. Alcohol, smoking and vaping are prohibited on church property and in its facilities without exception.
8. No use of tacks, nails, tape, or other materials that could deface or leave permanent marks is permitted.

9. The Properties Chair is responsible for the care of the property and supervises the operation of the physical plant. The Properties Chair or designated representative may assist in the use of the kitchen appliances. The Properties Chair or designated representative does not supervise groups or activities.
10. The responsibility and liability for injury to persons or damage to property must be assumed by the organization or individual making the application.
11. All groups are required to clean up after using the facilities. Rooms and facilities are required to be returned to the order of arrangement that they were in prior to the start of scheduled use.
12. Food may not be left at the church after use of the Fellowship Hall or kitchen.
13. Rice and confetti are prohibited from use anywhere on church property.
14. The persons or groups using the facility or property shall restore to the original condition any property destroyed or suffering beyond normal wear and tear. Any equipment / supplies destroyed or missing will be replaced by Christ the King Lutheran Church with equipment / supplies of equal quality, and the cost charged to the user.