

## *St. Andrew's Evangelical Lutheran Church*

*20 Dill Avenue*

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### **Facilities Usage Policy Agreement**

All persons, groups, or individuals desiring to utilize the Fellowship Hall or other meeting areas of St. Andrew's Evangelical Lutheran Church must submit a completed and signed Request for Use form acknowledging receipt and approving of the terms of the Facilities Usage Policy Agreement. Completed and signed documents may be returned to the church office by e-mail, fax, or mail. Final approval for use will be given by St. Andrew's Facilities Use Committee. The applicant will be notified of the approval status by the Facilities Manager; dates are not guaranteed until written approval is obtained.

Users granted approval must abide by the following terms and conditions:

#### **Facility Information**

The Fellowship Hall is approximately 5000 square feet, which accommodates up to **300** people. The use of the Fellowship Hall, kitchen and rest rooms are the ONLY available areas included in this "Agreement". All other areas are not included in this policy and shall not be used under any condition unless prior approval is obtained from the Facilities Use Committee. The Fellowship Hall may be used for social events (e. g. receptions, banquets....) meetings, school events, plays and limited sports usage. The "User" of this facility is fully responsible for the safety, conduct and actions of their guest, hired staff, service providers, and helpers during the use of the facility. All **Juvenile** groups shall have adult supervision at all times. The undersigned "User" is responsible for all juvenile activity.

#### **Facility Management**

A Facility Manager will be assigned to all usage events unless determined otherwise by the Facilities Use Committee. This person is responsible for the opening and closing the facility, helping with equipment use, monitoring building use and overall security of the facility.

#### **Usage Rates**

- a) Fellowship Hall Fees will determined by the Facilities Use Committee. Early access to the facility for decoration and or set up must be noted on the application and shall be approved by the Facilities Manager. If early access is approved, arrangements for entrance to the facility prior to the usage date shall be made with the Facility Manager. Any time overage may be billed. All events must end no later than 12:00am.
- b) Fifty percent (50%) of the total rental fee is due within 10 days of receipt of approved application. The balance is due no later than ten (10) days prior to use of the facility. If the usage of the facility is canceled by the "User" within ten (10) days of the scheduled usage date, the deposit may be forfeited.
- c) A security deposit for use of the Fellowship Hall and for the use of the kitchen may be required. This will be determined by the Facilities Use Committee. If a security deposit is required, it is due with the balance of payment no later than ten (10) days prior to the usage of the facility. The

security deposit is fully refundable if the usage takes place and the facility is returned in the same conditions as received. Any post event damage, or excessive cleaning will be deducted from the security deposit. The “User” is responsible for any loss or damage incurred to the premises by the “User”, helpers, hired staff or other service providers and their guest if the cost is over and above the security deposit amount.

### **No Smoking**

St. Andrews Evangelical Lutheran Church is a non smoking facility. Smoking is not permitted anywhere in the building. In addition, no open flames, candles or smoke machines are permitted.

### **Alcoholic Beverages**

Alcoholic beverages are permitted for Weddings and other approved functions. This request must be indicated on the initial application. For all events Alcohol is limited to beer, wine, and champagne. The total alcohol brought into the facility must not exceed the average of 2 drinks per person.

It is the responsibility of the User to obey all applicable Pennsylvania laws. All guests are required to be able to provide a valid ID to be served. Any person under the age of 21 shall not be served alcohol under any circumstances. All alcoholic beverages must be served by a PA licensed bartender. All service staff are required to refuse service to any guest who appears intoxicated.

Alcohol can only be served. The selling of alcoholic beverages is strictly prohibited.

Possession and consumption of alcoholic beverages is restricted to fellowship hall only. No alcohol is permitted to be served or consumed outside of the room.

Alcohol only events will not be permitted on the St. Andrew’s Evangelical Lutheran Church property. Alcohol cannot be served without the provision of food at the event.

Serving of alcohol must cease 1 hour prior to the end of the event. All opened bottles of alcoholic beverages must be poured out at the end of the event.

No alcohol shall be self-served by a guest of a private event. Guests are not permitted to bring their own alcohol into the event.

Only one external entrance/exit to the event will be provided for alcohol. All alcohol will be transported by the caterer in and out of this entrance at the beginning and end of the event.

User shall monitor the service of alcohol and acknowledges and agrees that user is solely responsible for the consumption of any alcohol by any person at Fellowship Hall on the event date and that such liability will extend to any aspect regarding the consumption of alcohol.

### **Parking**

There is ample parking around the facility for the maximum number of people using the Fellowship Hall. All parking must be in a provided parking space or on the street. There is to be no parking on any grass areas.

### **Tables, Chairs and Other Equipment**

The use of table's chairs and certain sports equipment are provide in the "Agreement". After use, all equipment shall be wiped down and cleaned and left in the same condition as received. This "Agreement" does not include the right to use items that belong to St. Andrews or their affiliates, and the use of these items requires specific authorization by Church Council. These items include, but are not limited to: plates, glassware, silverware, cooking utensils, pots, pans, baking sheets, paper plates and other paper products, plastic utensils, food items, linens, napkins or any other items or supplies located in the Fellowship Hall or kitchen.

### **Custodial Services**

Custodial services are provided with this "Agreement" unless otherwise noted. This service is for basic clean up and other services associated with the usage. This service does not include any trash removal, heavy or excessive cleaning or repairs. All work needed above and beyond basic service as determined by the Facility Manager will be deducted from the security deposit.

### **Catering**

Catering is not provided as a part of this "Agreement". The caterer must provide a certificate of insurance prior to beginning work in the facility. The caterer is expected to remove all food from the facility at the end of the usage, and all trash is to be collected and removed and deposited in the approved trash collection area. If the caterer is to use the kitchen, all equipment, surfaces and floors shall be returned in the same condition as received. All catering equipment must be in safe operating condition and functioning in accordance with all manufactures specifications.

### **Facility Protection**

In order to avoid permanent damage to the facility, decorating must adhere to the following guidelines:

- a) All decorations and entertainment equipment are subject to the approval of the Facility Manager. St. Andrews Lutheran Church shall not be liable for any damage to or loss of any property or equipment brought into the facility in conjunction with the event by the user or their members, officers, employees, agents, contractors or any person who attends the event.
- b) All decorations must be the type that will not damage or deface the premises. No nails, tape, glue or other type of adhesive may be used. Backdrops must be free standing. No decorations are to be hung from exit signs, fire alarm pull stations, light fixtures or fixture housings.
- c) No open flames (e.g. candles, oil lamps....) are permitted in the Fellowship Hall.
- d) All decorations and/or equipment brought into the facility for the usage must be removed by the "User" at the end of the usage.
- e) The "User" assumes responsibility for all cost related to damage of the facility or equipment resulting from the use, abuse or neglect.

### **Condition of Premises**

The "User" shall take the premises in the condition found at the time of the signing of this "Agreement", and return the premises to the same condition at the conclusion of the usage. The "User" shall not erect any structure in the premises unless a written plan or description is presented along with the Request for Usage application and approved by Church Council.

### **Capacity**

The “User” shall not admit to the premises a larger number of persons than the rated capacity that the Fellowship Hall can accommodate or can safely move about the Fellowship Hall.

### **Insurance**

Proof of insurance may be required as determined by the Facilities Use Committee. If the committee deems proof of insurance with the usage the “user” must provide a certificate of liability insurance with a minimum aggregate no less than \$1,000,000 per occurrence. Contact the church office for more details.

### **Indemnity**

The “User” their guest, hired staff, service providers, and helpers shall indemnify and hold harmless St. Andrews Evangelical Lutheran Church, its officials, directors, and employees from all claims, damages, losses, cost and expenses which they may suffer or incur as a result of the usage of the Fellowship Hall, or any of the other rooms or areas of the facility or property, included or not included in this “Agreement”.

### **Termination and Cancellation**

- a) If the premises or any part thereof is destroyed or damaged and, in St. Andrews opinion, rendered unusable, then this “Agreement” shall be terminated and the “User” waives any claim for damages or compensation.
- b) If the “User” fails to pay any sum due to St. Andrews, or fails to perform or observe any part of this “Agreement”, St. Andrews shall be entitled to terminate this agreement.
- c) The “User” shall use the facilities only for the purpose set out in this agreement and shall not use the facility for any other purpose without prior written consent of St. Andrews, which consent may be arbitrarily withheld. In the event that the usage is inconsistent with the information previously provided to St. Andrews, St. Andrews may without notice to the “User”, immediately terminate this “Agreement” without liability to the “User”.
- d) If the “User” should cancel any usage of the facility within ten (10) days of the scheduled usage, the “User” shall forfeit the initial usage deposit paid.
- e) St. Andrews reserves the right to cancel the usage of the facilities in the event that an immediate church related issue requires the usage of the facility.