

Saint Peter's Lutheran Church
of Cape Cod

310 Route 137 ~
Harwich, MA 02645

**Building Use
Packet**

Co-Pastors
The Rev. Christian G. N. Holleck
The Rev. Tiffany Nicely Holleck



Ministry Administrator
Joanie Keating

Operations Administrator
Ann German

Minister of Music
Maggie Ribb

St. Peter's Lutheran Church
The Evangelical Lutheran Church in America
310 Route 137
Harwich, MA 02645

Thank you for your interest in using our facility. Saint Peter's Lutheran Church of Cape Cod (referred to as "St. Peter's" herein) is happy to share its blessings with our community. If you haven't checked out the dates you need, please call the church office as soon as possible.

Here is a packet of information in which you will find our: **Facility Usage Policy** which includes general rules and regulations, and the **Facility Use Application/Agreement**.

Complete the three-page application and send it to us digitally or in the mail. We will process it as soon as possible.

Please note that all non-member parties using the facility are required to have a Certificate of Insurance with "St. Peter's Lutheran Church of Cape Cod" named as an *Additional Insured*.

Please don't hesitate to call with any questions.

In God's peace,

Ann German
Operations Administrator

SUGGESTED DONATION FOR USAGE:

Our buildings, and the people who carry out ministry through them, are a gift from God. We invite local organizations to use our facilities. To help upkeep of the building and defray operating costs, we suggest the following donations **per hour**:

LOCATION	SIZE (SQ.	CAPACITY	BUSINESS	NONPROFITS
Fellowship Hall & Kitchen	1960	125	\$75	\$65
Fellowship Hall (chairs onl	1680	200	\$50	\$45
Sanctuary	3120	300	\$65	\$50
Luther Room	449	25	\$30	\$25
Mark Room	481	25	\$30	\$25

Please note: The church has a separate Wedding policy.

In some cases, the Church Staff or Church Council have made alternate arrangements with specific groups. Please contact the church office or pastor(s) if you have questions.

Thank you for respecting this space. Blessings in your deliberations, meetings, or music making.

Saint Peter's Lutheran Church of Cape Cod Facilities Usage Policy

Statement of Intention:

Saint Peter's primary purpose is to carry out the mission and ministry of the congregation. Additionally, we seek to be an active and involved partner in the community. We have several long-standing relationships and welcome you or your group to share our facilities.

The church does not charge rent for its facility but does accept donations in appreciation of the availability and use of the facility, to help defray the maintenance and operating costs.

Our building has two levels and is entirely accessible to the handicapped. There are rooms available on each level. Our Fellowship Hall, on the lower level, is the most appropriate for more than 20 attendees where tables and chairs are necessary. You may request a specific room and we will make every effort to accommodate your request, but the final decision will be made by St. Peter's based on availability and the coordination of multiple events.

Priority of Use:

Our priority is to ministries and programs of the Congregation. Second priority is to support ministries whose work and mission is closely aligned with the church's mission and priorities. A third priority is hospitality to the community at large (whether non-profit, for-profit, or otherwise).

Steps to Facility Use Scheduling:

The designated Representative (s) of the group requesting use of the facility should complete and sign **Facility Use Application**. The Designated Representative(s) must also sign the **Indemnification Agreement**, provide a Certificate of Insurance, and, if applicable, **Rules and Instruction for Use of the Kitchen**. Groups are also expected to comply with any current church policies regarding COVID-19.

Applications must be made to St. Peter's at least fifteen (15) business days in advance of the date needed, using the application form provided. You may want to call ahead to determine if the dates you are requesting are available before submitting the application. The fully completed and signed application should be mailed or brought to the church office. The application will be reviewed and approved by Staff and/or the Church Council. The Church Council must approve all regularly recurring uses of the building.

Approval for the use of the church facilities does not necessarily constitute or imply endorsement of a group, its mission or its positions. Groups approved to use congregational facilities are not to advertise the event in such a way as to imply endorsement by the congregation.

THE FACILITY USAGE AGREEMENT GENERAL RULES AND REGULATIONS below must be agreed to and signed by the Designated Representative(s) of the organization requesting facility usage. **Indemnification Agreement.** must be signed by the Designated Representative(s) and returned with the Application/Agreement. Appendix B **Rules and Instructions on Use of the Kitchen** to be brought with you for reference on day of event.

General Rules and Regulations

1. **Designated Representative(s)** – The group’s Designated Representative(s) shall be held responsible for using the facility and **must be present** in the facility at the time the activity or event takes place.
2. **Set up and clean up** – Each group is expected to set up the room for their use, then reset the room to the condition it was before the event. All trash and garbage must be placed in the supplied plastic bags and disposed of in the dumpster located in the lower church parking lot. The organization should then replace the used bags with clean bags which are provided. Failure to execute the clean-up properly, in the opinion of the church’s custodian, may result in an additional charge of cleaning at the actual cost for such services.
3. **Alcohol Policy** – No alcohol may be served or consumed on the premises except for Holy Communion.
4. **Smoking Not Allowed** – Smoking of any tobacco product, including smokeless tobacco products and electronic cigarettes (regardless of tobacco content) is prohibited inside the building.
5. **For Individual and Community Groups Using the Church Sanctuary:**
We are happy to welcome you to the church sanctuary. Please be mindful that this space is generally set aside for worship and prayer. Therefore, during your rehearsal or meeting we ask that you
 - Do NOT bring food or drink into the sanctuary except for water
 - Do NOT place any water containers or personal belongings on the piano, organ, or altar
 - Do NOT sit on the communion rail
 - Do NOT move anything within the sanctuary without prior approval
 - Do NOT use the sound system without consulting with one of the pastors
6. **Damage, Breakage or Loss** – Organizations using our facility are responsible for damage, breakage to, and the loss of kitchen utensils, and equipment, appliances, and damage to or defacement of chairs, tables, walls, cabinets, counters, windows, and floors. All breakage or damage must be reported to the church office.
7. **Failure to Secure Facility** – Organizations using our facility shall be held responsible for any loss or damage to our facilities and/or their contents due to their failure to lock and otherwise secure the building properly upon leaving. All lights, including those in restrooms, must be turned off.

8. **Disclaimer of Church Liability** – St. Peter’s assumes no liability for any lost, damaged, or stolen property belonging to organizations or individuals who use our facility. Such organizations using our facilities shall hold the church free and harmless of any liability whatsoever, whether an incident arising from the negligence or fault of the user or participants which arise out of use of St. Peter’s Facilities. The User agrees to protect, defend hold harmless and fully indemnify St. Peter’s and its representatives for any claim of cause of action whatsoever arising out of or related to the usage which takes place during the contracted date of St. Peter’s Facilities that is brought against St. Peter’s Lutheran Church and its representatives by the user or participants.
9. **Usage Group's Liability Insurance** -- The Church Council requires that organizations using facilities of the church shall, at the time of their application, provide proof that they possess liability insurance in amounts acceptable to the Council.
10. **Contract Signing** -- By signing this agreement, the organization’s Designated Representative(s) accepts and understands the restrictions and/or regulations within the usage agreement. A usable date is on hold but not secured until the agreement has been signed by both parties.
11. **Lost or Compromised Keys** – Keys issued to the organization’s Designated Representative(s) must be returned to the church office within two days after conclusion of the activity or event. The organization will be required to pay the actual cost for re-keying any locks compromised by loss or failure to return any keys issued. Keys must not be duplicated. Keys must not be used by any person other than the Designated Representative(s) to whom they were issued.
12. **Modification and Cancellation of Usage Agreements** – St. Peter’s, as represented by its Council and its Designated Representative, reserves the right to modify or cancel any usage agreement at any time for cause. Among the causes which could lead to such cancellation (to give just three examples) are: failure to lock and otherwise secure the building upon leaving, improper and/or unauthorized use of the facility, and the unauthorized duplication or improper use of church keys.
13. **Indemnification** - See page 2 of the application. This agreement must be completed, signed, and returned with the initial application.

Approved by Finance Committee and Church Council _____, 2022.

Saint Peter's Lutheran Church of Cape Cod

Facility Use Application / Agreement

_____ date of event

from: _____ to: _____

ORGANIZATION INFORMATION

Name of User/Organization: _____

Please check one: Business / For Profit Private Church Member Charity: Attach Federal ID #

ORGANIZATION DESIGNATED REPRESENTATIVE(S):

Contact Person Name(s): _____

Phone Number: Home: _____ Cell: _____

e-mail address: _____

EVENT

Event Name & Description: _____

Date(s) of Event: _____

Recurring Event: Yes No If yes, give details:

Purpose of Event: Fundraiser / Charity Event Meeting Private Function Member Event

Other: _____

Number of People expected: Adults _____ Children (under 10) _____ Youth (11-17) _____

Facility to be Used: _____

Arrival Time (includes set-up): _____ Leave Time (includes clean-up): _____

EQUIPMENT / SET-UP

Equipment needed: If you need to use any specific equipment that we may have available, please indicate here or provide a drawing of said layout:

I agree that my event is responsible for set up, clean up, disposing of trash, cleaning the property, and returning all furniture to pre-rental configuration; and if needed, there will be an additional clean-up fee.

Signature: _____ Date: _____

Additional Information may be written on the backside.

INDEMNIFICATION AGREEMENT

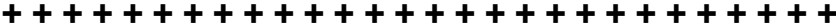
_____ (Name of Group) shall indemnify, defend and hold harmless Saint Peter’s Lutheran Church of Cape Cod (referred to as “St. Peter’s” herein) and their respective officers, directors, employees, agents, and representatives harmless from and against any and all claims, demands, causes of action, losses, liabilities, damages and expenses (including reasonable attorney’s fees and costs) arising out of or in connection with any allegations brought against St. Peter’s and their respective officers, directors, employees, agents and representatives from and against any cost and expense (including reasonable attorney’s fees and costs) arising out of the use of the premises or property of St. Peter’s by the undersigned.

Designated Representative(s)

Signature(s) _____

Print name(s) _____

Date: _____



Certificate of Insurance

(required coverage \$1 million with Saint Peter’s Lutheran Church of Cape Cod named as *Additional Insured*)

Date of Certificate: _____

Name of Policyholder: _____

Name of Issuer: _____

It is understood and agreed to that any damage that occurs during the event, set up, and clean up, is the responsibility of the individual or group reserving and using the facility.

Authorized Signature of Applicant: _____

Print Name: _____ Date: _____

STATEMENT OF COMPLIANCE FOR NON-CHURCH-AFFILIATED ORGANIZATIONS USING CHURCH FACILITIES
REGARDING GUIDELINES FOR CHILDREN & YOUTH

Non-church-affiliated groups using the church agree that: "two (2) adults, in close proximity, must be present when children are in attendance at the non-church affiliated event." I acknowledge that I have read, understand and agree that our organization will comply with the condition as set forth in the statement above in our activities at Saint Peter's Lutheran Church of Cape Cod.

Signature _____ Date _____

SIGNING OF THE USAGE AGREEMENT:

In my capacity as the Designated Representative(s) of _____, I accept and understand the regulations and stipulations in this usage application and agreement and agree to use the facilities of Saint Peter's Lutheran Church of Cape Cod as stipulated. I(we) have also read and signed the Indemnification Agreement and completed the Certificate of Insurance.

By signing this application form, I state that I have read the attached Facilities Usage Policy of Saint Peter's Lutheran Church and agree to abide by the covenant.

Signature: _____ Date: _____

Printed Name (s): _____

St. Peter's Representative:

Signature: _____ Date: _____

Printed Name: _____

FOR OFFICE USE:

Approved: _____ Date: _____

Total Hours: _____ x Total Days: _____ @Suggested Donation _____ = Total: _____

TOTAL COST		DEPOSIT		BALANCE	
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