



Bethlehem Lutheran Church Twin Cities
4100 Lyndale Avenue
Minneapolis, MN 55419
612.312.3400
www.bethlehem-church.org

16023 Minnetonka Blvd
Minnetonka, MN 56320
952.935.3419

FACILITIES USE AGREEMENT

On this _____, Bethlehem Lutheran Church Twin Cities agrees to furnish meeting space for _____ (hereinafter called the Organization) on the following terms:

1. Use of the Church facilities shall not constitute endorsement by the Church of the Organization using its facilities, its principles or its activities; the Organization shall not use the name of the Church to indicate endorsement or sponsorship, but may use the Church name in indicating the place of meetings.
2. Designation of facilities to be used, etc:
 - a. Type of meeting/event:
 - b. Date/Time of Event:
 - c. Date/Time of Set Up (if applicable):
 - d. Room(s) requested:
 - e. Fee:
 - f. Number of people expected:

TOTAL FEE(S) PAYABLE TO Bethlehem Lutheran Church Twin Cities
(50 % Due upon execution, Balance due 30 days in advance of event date)

3. This agreement and use of the Church facilities is subject to the Policies and Regulations of the Church, including those attached to this agreement. The Organization agrees that these Policies and Regulations shall be strictly observed and accepts entire responsibility for the enforcement thereof in connection with the use of the Church facilities pursuant to this agreement.
4. Any damage done to Church property by the Organization or its members or invitees shall be paid for by the Organization.
5. The Organization agrees to fully save, hold harmless, indemnify, and defend the Church, its officers, employees, and agents from and against all claims, liabilities, actions, causes of action, damages, loss, and expense whatsoever, including attorney's fees and other costs of defense, arising out of or in any way connected with the use of the Church facilities pursuant to this agreement. The Church requires the

Organization to provide a Certificate of Insurance naming Bethlehem Lutheran Church Twin Cities as an additional insured in the amount of \$1,000,000 for the benefit and protection of the Church to cover the obligations of the Organization assumed under this agreement.

6. The Organization understands that the needs of the Church must first be served. The Church reserves the right to revoke permission to use any meeting room or to substitute facilities, and that in the event of such action, there shall be no claim or right to damages.
7. Term: The term of this agreement is for one event. Cancellation of this contract can be made by either party, in writing, with 30 days' notice.

POLICIES:

General Guidelines

- Renter will have access only to rented spaces & restrooms.
- Events will not be scheduled during holiday building closures.
- No alcohol, smoking, firearms, gambling or pets (except service dogs) allowed.

NOTES TO ORGANIZATION:

Please request from your insurance carrier an updated Certificate of Insurance with Bethlehem Lutheran Church added as additional insured. Please send to the attention of Ryan Currens at the address found below.

Please sign this Facilities Use Agreement, make a copy for your records and return the original via email (or mail). If you have any questions or concerns please feel free to contact me.

Ryan Currens
Director of Administration
4100 Lyndale Avenue S
Minneapolis, MN 55409
rcurrens@bethlehem-church.org
612-312-3409

By: Ryan Currens
Title: Director of Administration

Signature

Date

By:

Full Name

Title

Organization Name

Signature

Date

Facility Use Policies

Philosophy

The congregation of Bethlehem Lutheran Church is committed to serving the community in a manner that furthers the Gospel of Jesus Christ, enriching and benefiting the lives of those that live in this community.

We encourage the use of our facilities by our congregation, related church groups, community groups, and agencies.

This commitment may require that efforts be made to accommodate some groups that are not related to Bethlehem Lutheran Church Twin Cities.

The Vision of Bethlehem Lutheran Church Twin Cities

Becoming Together – sharing in the work of God's vision for a healed world.

We are always becoming — something new, something holy, something healing, something life-changing and world-altering. God meets us where we are and moves us toward who we are created to be. We are becoming together — listening and learning, changing and growing. And it happens:

God to People — God comes to us so that we can live for others. God loves us without condition and without end so that we can find the strength and the courage to be signs of Christ's love in the world.

People to People — Relationships change us and change the world. By being in relationship with one another we discover more about the challenges that are confronting us as people at this time in history.

People to Place — Home matters. Having access to safe and affordable housing makes a difference. We're committed to working with local partners to help more people have access to a home that allows them to live.

People to Planet — We've made a mess of this world. But God has blessed us with the power to make things better, to work for change, to care for the creation God loves.

Our framework for becoming together:

Relationships are the foundation of a meaningful life. We depend on others for our survival, both physical and spiritual. We are created to share with others the fullness of life in this world. We are intentional about how to be in healthy relationships that foster meaning and purpose.

- **KNOWN:** We are fully known and loved unconditionally by God. We seek to be fully known and care for one another.
- **CHALLENGED:** We don't have a monopoly on what is right. Through our conversations with God and each other, our assumptions are challenged. None of us have it figured out. We are certain about a few things and curious about the rest.
- **CHANGED:** We expect to be different. Daily we seek forgiveness, daily we look for new ways to live more faithfully. Each day is a new opportunity to show up and be present.
- **SENT:** Faith is our lens for living. What we do together should be of benefit to those places we go. We are agents of God's healing and wholeness: God to people, people to people, people to place and people to planet.

Availability of Facilities

The first priority of the church is to provide facilities for the extensive programming offered to and by the congregation of Bethlehem Lutheran Church Twin Cities. The facilities may be available for outside groups use Monday-Friday, 8:30AM until 8:30PM*, weekends are subject to availability. The facilities are not available for outside group use on holidays during the Lent or Advent seasons. Limited parking space must be taken into consideration when scheduling building use. **Exceptions to these times must be approved in writing prior to an event.*

Groups That Will Be Given Consideration for Building Use

An individual or group shall fall into one of the following categories

1. Fee Schedule A (Members)

- a. Members of Bethlehem Lutheran Church Twin Cities wishing to utilize space for a personal family event, including but not limited to anniversary celebrations, baptisms celebrations, retirement parties, special honors.
- b. Members of Bethlehem representing a non-profit group, including community associations, scouts, athletic associations.
- c. Charitable activities or support groups seen as ministry partners of the congregation.

2. Fee Schedule B (Non-Profits & Community Groups)

- a. Non-profit organizations or groups including but not limited to other churches, government agencies and school district functions as well as groups providing education services, recreational activities (e.g. Scouts, Red Cross, YMCA, etc.)

3. Fee Schedule C (Non-Members)

- a. Community members wishing to utilize the space for a personal or family event.
- b. Individuals or groups wishing to put on recitals, concerts or musical productions.
- c. Community members representing a non-profit or educational group wishing to utilize space for an event.

Groups That Will Not be Considered for Building Use

1. Groups with values or principles in conflict with Bethlehem Lutheran Church Twin Cities' (BLC) Vision/Mission Statements
2. For-Profit Organizations or Enterprises
3. Political groups advocating election or specific public officials

Guidelines and Restrictions

1. The following items must be completed and on file in the church office
 - a. Certificate of insurance listing BLC as "additional insured" in the amount of \$1 million
 - b. Signed contract
 - c. Room Set-Up Instructions – due two weeks before the event
2. Every person and/or group is expected to read, sign and abide by the Facility Use Policies
3. The transfer or passing on of permission to use church facilities to those other than to which this agreement was made is strictly prohibited.
4. If a scheduling conflict develops with a church program or ministry, the outside group may be asked to move to a different room, seek a different location or reschedule the event or meeting.
5. A request from any group may be denied due to limited space, furniture, equipment or staff.
6. No smoking or tobacco use is permitted in or on any BLC property.
7. No alcoholic beverages are permitted in or on any BLC property.
8. No sales of raffle tickets or other forms of gambling are permitted in or on any BLC property.
9. Due to insurance, we cannot lend essential equipment. Any non-essential equipment used off-site shall have the approval of the Building Manager.
 - a. Any work involving ladder work outside (insurance reasons).
 - b. No hazardous chemical use
 - c. Any work involving power tools should include a sign-in/waiver (from insurance) and no youth should use power tools without adult supervision and parent/guardian sign-off of all activities performed.
10. Anyone wishing to play the organ or grand piano must have approval from either the Organist or Choir Director, and the Building Manager should be notified. Additional fees may be charged.
11. Groups will provide their own supplies (coffee, tea, sugar, paper products, etc.)
12. Outside groups will be invoiced for extra cleaning or damages.
13. Storage space for outside groups must be approved by Building Manager.
14. Leftover food and all items must be removed from the premises immediately following the event. Any property left on the premises will, after a period of thirty (30) days from the last usage, be deemed abandoned and will become the property of the church.
15. Attendance must not exceed the agreed-upon capacity.

16. The decision of the Building Manager will be final on safety issues.
17. Church equipment is subject to availability. Additional fees may be charged.
18. No signs, banners, flags, steamers, etc. are to be attached to or hung to any wall, window, post or beam within or outside the church with the approval of the Building Manager.
19. All scenery or props must be free-standing. No nails, screws or stage hooks may be used. All materials used must be non-combustible or have been treated so as to be fire-resistant.
20. No oil-based paint, flammable liquids, fire producing chemicals, and/or open flames in any form (with the exception of candles on the altar table) may be used on the church premises, without the approval of the Building Manager.
21. The church reserves the right to schedule other activities and events in other parts of the building.
22. Those using church facilities must confine themselves to permitted areas and the equipment agreed to under this agreement. Groups are not permitted to take tables or chairs from other rooms and/or areas of the church. Children must be supervised and remain in the designated area.
23. Users are. Expected to leave the facilities in good clean condition. Trash should be placed in the receptacles provided. Users will be invoices for extra cleaning.
24. The church will provide insurance covering property and groups under its control. Any other individuals or groups must provide a certificate of insurance listing Bethlehem Lutheran Church Twin Cities as "additional insured" in the amount of \$1 million.
25. Events that choose to hire security must adhere to the following:
 - Security personnel must be from a licensed security firm or off-duty contracted police.
 - Only licensed peace officers will be permitted to carry firearms on Bethlehem property, no exceptions.
 - Any event which chooses to hire security does so at their own risk and the security company / contracted police officer must also sign a facility use agreement and provide a certificate of insurance naming BLCTC as additionally insured to BLCTC *BEFORE* being permitted on premise.
- Church events always take precedence and will not be moved. Rentals are first-come, first-served.

Notes:

Any outside tables and chairs must be pre-approved.

All rentals require a facility user agreement.

Failure to clean up after use will result in loss of deposit. (Including leaving trash overflowing from dumpster)

All renters are responsible for complete cleanup of rented facility, including turning off all lights and closing all doors when they leave. Full deposit due at time of reservation (\$50 of deposit is non-refundable), remainder of deposit can be refunded if event cancellation occurs with 2 or more weeks of notice.

Rental time start from the time you begin set-up until the time the building is secured after your last participant has left. (The entirety of the time your group is utilizing the facility so that another renter could not)

BLCTC does NOT provide amenities other than those explicitly listed above (renters provide- table clothes, coffee, tableware, table service, vases, cleaning supplies, sound equipment, security staff...etc.)

All reservations must be confirmed through the Church Office, deposit will be kept because of any damages or failure to fully clean up after use. Rentals are rounded to next full hour (example: 90 minutes = 2 hours rent)

Deposit should be written on separate check, this check will be returned to the renter during business hours at the church office after the event, or cashed by the church in the event of a mess being left or damage being caused.

In the event of an emergency call 9-1-1 then call Silent Knight Alarms (our 24 hour alarm company): (763) 493-6400. Advise them you are at Bethlehem Lutheran Church Twin Cities, then contact our after-hours contact list.

We reserve the right to refuse service.

Fees

The following schedule guidelines are to be use in conjunction with the building policy. The interpretation of these guidelines belongs to the staff member for facility scheduling in consultation with the Building Manager.

1. Fee Schedule A (Members)

- a. Members of Bethlehem Lutheran Church Twin Cities wishing to utilize space for a personal family event, including but not limited to anniversary celebrations, baptisms celebrations, retirement parties, special honors.
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2. Fee Schedule B (Non-Profits & Community Groups)

- a. Non-profit organizations or groups including but not limited to other churches, government agencies and school district functions as well as groups providing education services, recreational activities (e.g. Scouts, Red Cross, YMCA, etc.)

3. Fee Schedule C (Non-Members)

- a. Community members wishing to utilize the space for a personal or family event.
- b. Individuals or groups wishing to put on recitals, concerts or musical productions.
- c. Community members representing a non-profit or educational group wishing to utilize space for an event.

MINNEAPOLIS FEE SCHEDULE					
			Hourly Rates (plus \$50 deposit)		
Room	Capacity	Square Feet	Schedule A	Schedule B	Schedule C
FIRST FLOOR					
The Commons	72 with tables Max 9 round tables (8 chairs/table)	1300 sq. ft.	\$10	\$20	\$50
Langemo	30		\$10	\$20	\$40
Langemo Kitchen			\$10	\$15	\$35
Sanctuary	450		\$50	\$100	\$200
SECOND FLOOR					
Classrooms	12		\$10	\$15	\$30
Harrisville	40		\$15	\$25	\$40
THIRD FLOOR					
Viking Room			\$15	\$25	\$40
Stuga			\$15	\$25	\$40
LOWER LEVEL					
Iverson Hall	200		\$15	\$25	\$40
Iverson Kitchen*			\$10	\$20	\$35
Classrooms			\$10	\$15	\$30
Assembly Room			\$10	\$20	\$50

*Organizations must provide copy of 501c(3) documentation

CUSTODIAL FEES

The custodial fee includes set up, tear-down, clean-up, as well as the services of an on-site or on-call custodian. The following custodial fees may be charged in addition to room donations. This rate is based on 4 hour or less rental time and will increase for after-hours (X 1.5), weekend (X 1.75), holiday (X 2.9) or long duration rental (X 1.75).

SCHEDULE A	SCHEDULE B	SCHEDULE C
\$25	\$35	\$50

MINNETONKA FEE SCHEDULE					
			Hourly Rates (plus \$50 deposit)		
Room	Capacity	Square Feet	Schedule A	Schedule B	Schedule C
FIRST FLOOR					
Lower Level Kitchen	2		\$10	\$20	\$35
Activity Room	80		\$10	\$20	\$50
SECOND FLOOR					
Fellowship Hall	225		\$10	\$20	\$50
Library	12		\$5	\$15	\$30
Main Kitchen	6		\$15	\$30	\$60
THIRD FLOOR					
Narthex	40		\$10	\$20	\$50
Sanctuary	400		\$50	\$100	\$200
FOURTH FLOOR					
Fireside Room	30		\$10	\$20	\$30
Fireside Room Annex	6		\$5	\$10	\$20
EAST LAWN					
Lawn	200		\$5	\$10	\$40
PARKING LOT					
Parking lot	75		\$5	\$10	\$40

*Organizations must provide copy of 501c(3) documentation

CUSTODIAL FEES

The custodial fee includes set up, tear-down, clean-up, as well as the services of an on-site or on-call custodian. The following custodial fees may be charged in addition to room donations. This rate is based on 4 hour or less rental time and will increase for after-hours (X 1.5), weekend (X 1.75), holiday (X 2.9) or long duration rental (X 1.75).

SCHEDULE A	SCHEDULE B	SCHEDULE C
\$25	\$35	\$50



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BUILDING USE APPLICATION

Please note the submitting an application does not guarantee that the request will be granted. All applications are reviewed to ensure that they fit within Bethlehem's mission and vision. All requestors must provide proof of insurance/indemnification. Additionally, organizations will need to provide a current copy of their nonprofit registration 501c(3). Applicable fees must be received two weeks prior to the event. Paper goods will be charged at cost.

Date Submitted _____

Your Name _____

Address _____

Phone Number _____

Email Address _____

Organization Information (if applicable) _____

Name of Event _____

Date of Event _____

Time Room is Needed Start Time _____ End Time _____

Actual Time of Event Start Time _____ End Time _____

Estimated Attendance _____

Rooms Needed _____

Will you need use of a kitchen? Yes / No (Circle One)

Will you be making coffee? Yes / No (Circle One)

Will there be dishes to be used and washed? Yes/No (Circle One) If yes, there is a \$25 surcharge

What is your connection to Bethlehem Lutheran Church Twin Cities? _____

How does this event fit in with Bethlehem's mission/vision? _____

Set-up will be attempted with the understanding that Church needs may dictate that janitorial staff could be pulled away and be unavailable. Understanding of maps and handwriting may vary to please be specific and include your contact information. Set-up requests filed with less than 72 hours notice may not be able to be accommodated.

SET UP INFORMATION & FLOOR PLAN

SET UP NEEDS		<i>Comments, Additional Information or Needs:</i>
	<i>No Set-up needed</i>	
	<i>Tables</i>	
	<i>Chairs</i>	
	<i>Microphone (hand-held)</i>	
	<i>Microphone (lapel)</i>	
	<i>LCD Projector</i>	
	<i>Screen</i>	
	<i>Portable White Board with Markers</i>	
	<i>TV and DVD</i>	
	<i>TV and VCR</i>	
	<i>Easel</i>	
	<i>Flip Chart</i>	
	<i>Podium</i>	

<p>DETAILED ROOM SET UP</p> <p style="text-align: center;"><i>North</i></p> <p><i>West</i> <i>East</i></p>	
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South

We retain the right to refuse service with or without prior notice.

RELEASE OF LIABILITY

The undersigned, his/her personal representatives, heirs and assigns, DO HEREBY:

1. RELEASE, DISCHARGE AND COVENANT NOT TO SUE Bethlehem Lutheran Church Twin Cities for any and all claims and liability, except for those arising out of the strict liability or negligence of release which causes the undersigned injury, death or property damage and further agrees to hold release harmless and indemnify release from any claim, judgment or expense release may incur by participation in the described activity.

2. UNDERSTAND that participation in the described activity involves danger and risk of injury. The inherent danger is understood and voluntarily assumed.

I HAVE READ THIS DOCUMENT. I UNDERSTAND IT IS A RELEASE OF ALL CLAIMS. I UNDERSTAND I ASSUME ALL RISK INHERENT IN THIS ACTIVITY. I VOLUNTARILY SIGN MY NAME EVIDENCING MY ACCEPTANCE OF THESE PROVISIONS.

Signature

Signature

We do have some rules as far as hosting anything political in nature, namely in that it can't jeopardize our religious non-profit status and they are:

- No single candidate events or explicit or implied endorsement of a single party or candidate
- All major candidates in a race must receive a cost free invitation and be given equal representation
- Namely comply with the following from the IRS:

The presentation of public forums or debates is a recognized method of educating the public. See Rev. Rul. 66-256, 1966-2 C.B. 210 (nonprofit organization formed to conduct public forums at which lectures and debates on social, political, and international matters are presented qualifies for exemption from federal income tax under section 501(c)(3)). Providing a forum for candidates is not, in and of itself, prohibited political activity. See Rev. Rul. 74-574, 1974-2 C.B. 160 (organization operating a broadcast station is not participating in political campaigns on behalf of public candidates by providing reasonable amounts of air time equally available to all legally qualified candidates for election to public office in compliance with the reasonable access provisions of the Communications Act of 1934). However, a forum for candidates could be operated in a manner that would show a bias or preference for or against a particular candidate. This could be done, for example, through biased questioning procedures. On the other hand, a forum held for the purpose of educating and informing the voters, which provides fair and impartial treatment of candidates, and which does not promote or advance one candidate over another, would not constitute participation or intervention in any political campaign on behalf of or in opposition to any candidate for public office. See Rev. Rul. 86-95, 1986-2 C.B. 73 (organization that proposes to educate voters by conducting a 3 series of public forums in congressional districts during congressional election campaigns is not participating in a political campaign on behalf of any candidate due to the neutral form and content of its proposed forums).