

# ST. MARK LUTHERAN CHURCH

100 Alderman Road  
Charlottesville, VA 22903  
Phone: (434) 293-3311

## Application for use of Church Facilities

Approved by Church Mission Council

We are happy to provide our church facilities for your group's use. Please provide the following information to the Church Office as applicable to facilitate review of your needs. The charge will be deposited into the church general fund that supports all our missions and property upkeep. Formal Church approval of your application in writing is required prior to usage. Thank you!

Name of Organization/Group \_\_\_\_\_

Are you a Non-Profit Organization \_\_\_\_\_ yes \_\_\_\_\_ no

Purpose of meeting \_\_\_\_\_

Day/Date(s) Requested \_\_\_\_\_ Beginning date \_\_\_\_\_

Arrival/Departure time \_\_\_\_\_

Number of Persons Attending \_\_\_\_\_ (approximate)

Room Desired: \_\_\_\_\_

### Room/Price

\_\_\_\_\_ Sanctuary - \$500.00

\_\_\_\_\_ Fellowship Hall - \$350.00

\_\_\_\_\_ Fellowship Hall w/use of kitchen - \$400.00

\_\_\_\_\_ Undercroft classroom(s) - \$50

\_\_\_\_\_ Library - \$50.00

\_\_\_\_\_ Lobby/Narthex - \$100.00

Person Responsible \_\_\_\_\_

Address/phone number(s) & email \_\_\_\_\_

**[Fellowship Hall Rental Expectations: Bathrooms:** Please do not use the Fellowship Hall bathrooms. Only use the upstairs bathrooms. **Kitchen:** Please take out the trash, mop/sweep floors, and clean countertops. **Main Room:** Please take out the trash and mop/ sweep floors. **Parking:** Do not park in the first row of parking spaces near the playground.]

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### For Church Use Only:

Received Donation: \_\_\_\_\_

\*St. Mark Lutheran Church reserves the right to cancel your reservation on occasion, as the need arises, for example, funerals or other non-scheduled events

AGREEMENT TO ABIDE BY CHURCH POLICIES: I have read the applicable St. Mark Lutheran Church's Policy or Guideline for Facility Use as listed below and agree to inform the group as applicable and to ensure the participants abide by all the conditions and regulations stated therein. I understand that as a Facility User, if I (we) do not comply with the policies, permission to use the FACILITIES may be withdrawn. I understand that this request must be approved by the Church Office (i.e. Pastor or her designee) before Church FACILITIES may be used. I understand that St. Mark Lutheran Church reserves the right to cancel my reservation of Church FACILITIES on occasion (for example, funerals or other non-scheduled events) or permanently (for example, changes in availability) as the need arises.

HOLD HARMLESS AGREEMENT: Further, the Facility User shall indemnify and hold harmless the Church<sup>(1)</sup> from any and all claims from injury to person or property resulting from or based upon the actual or alleged use of Church FACILITIES by the User, including claims caused by, or alleged to be caused by, the actual or alleged negligence of the Church; and the User shall, at its own cost and expense, defend any and all suits which may be brought against the Church either alone or jointly with others upon any such claims and shall satisfy, pay and discharge any and all judgments and fines that may be recovered or assessed against the Church in any such action, provided, however, that the Church shall give written notice of any such claim, demand or assessment.

Agreed: YES \_\_\_\_\_ NO \_\_\_\_\_

Representative's Signature: \_\_\_\_\_

(If the COMMUNITY USERS are an organization, the person signing as representative must have authority to enter into this Agreement on behalf of the organization.)

Representative's Title: \_\_\_\_\_

Date: \_\_\_\_\_

<sup>(1)</sup> The term "Church" as used herein shall include the St. Mark Lutheran Church (ELCA) of Charlottesville, VA, 100 Alderman Rd., Charlottesville, Virginia and its officers, agents and employees; and the term "claim" shall include liability, loss damage, expense, cause of action, suit claim, or judgment.

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### **St. Mark Use Only:**

Comments: \_\_\_\_\_

Church Approver's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Approver's Title: \_\_\_\_\_

# **Policies for Church Facilities Use by Community**

Adopted by Church Council: March 2018

## **APPLICATION**

Review Church Policies section at the end of this application prior to beginning this application. Additional Policies or Guidelines may also apply. This policy applies to all groups approved to use St Mark Lutheran Church (SMLC) Facilities for any community activity outside the mission of the Church, even if a participant or leader in their group is a member of SMLC.

## **BACKGROUND**

St. Mark Lutheran Church's primary purpose is to carry on the mission and ministry of the congregation. The congregation is happy to share our facilities (building and grounds here-in referred to as FACILITIES) as we desire to support outreach to the community. To assist with the management of the FACILITIES we require that you (and your group) read and adhere to this policy and that you (or your group representative) sign and return the Application/Hold Harmless Agreement for Church Facilities Community Use.

### **Church Mission Statement**

St. Mark Lutheran Church, with Christ Jesus as the cornerstone, is a people called by God to be servants of all people; to experience God's saving grace through faith; to come together as the body of Christ in worship and celebration of the gifts of God; and to reach out to those outside the church with witness to the loving grace of God through Christ Jesus. To answer this call, our mission will include reaching out to and beyond the members of St. Mark.

### **Reconciling in Christ (RIC)**

St. Mark Lutheran Church affirms the boundless love of God for all of God's children. All people are welcome to worship with us, to join our congregation, to participate in the mission and ministry to which God is calling us in our community, and to all aspects of our life together. As a Reconciling in Christ congregation we publicly welcome lesbian, gay, bisexual, and transgender people. For more information on Reconciling in Christ:

<https://www.reconcilingworks.org/about/>

Our FACILITIES may be used by local non-profit organizations, by support groups, and by individuals (herein all referred to as COMMUNITY USERS) for one-time or short-term usage at the discretion of the Church. The availability of FACILITIES for COMMUNITY USERS is subject to congregation programs and member needs that are scheduled through the Church office and normally documented on our master calendar. Priority is then given to Church supported COMMUNITY USERS followed by new outreach opportunities. To be considered for inclusion in FACILITIES usage the COMMUNITY USER must be approved in writing by the Church as covered below

## **PROCESS**

FACILITIES use falls under the jurisdiction of the Property Committee. Requests for FACILITIES use are managed through the Church Office. No commitment for use is finalized until the Use Application/Hold Harmless Agreement for Church Facilities Community Use has been signed by COMMUNITY USERS' representative and approved through the Church Office. This approval process may take up to two weeks. Church FACILITIES use is at the sole discretion of SMLC and SMLC reserves the right to terminate any existing approved agreement. Temporary suspension examples include occasions when higher priority events are added to the Church master schedule (e.g. weddings, funerals, etc.) by the Church Office that conflict with existing COMMUNITY USER schedules. Permanent termination examples include permanent conflicts and failure of COMMUNITY USER to adhere to this policy. Temporary suspension of an agreement will be by phone or writing through the Church Office while all permanent terminations of existing agreements will be in writing through the Church Office.

Approval for the use of the FACILITIES does not constitute or imply endorsement of a COMMUNITY USER, their mission, or their positions. COMMUNITY USERS approved to use FACILITIES shall not advertise the event in such a way as to imply endorsement by the congregation. At its sole discretion, SMLC may judge Activities or advocacy in conflict with the practices or beliefs of the Church or the ELCA as grounds for disapproval of a request or termination of an existing agreement.

## FEES FOR FACILITY USAGE

At this time, the congregation does not charge a fee for the use of our facilities. Donations are always welcome and when received are normally used to help offset cost of utilities and cleaning. A deposit may be required for one-time, larger events.

## RULES AND REGULATIONS

1. **CHURCH PROPERTY:** Church property will not be loaned, borrowed, or removed from church premises without prior permission from the church office.
2. **FACILITY CARE:** The church area used by your group must be left clean and orderly with church furniture and property returned to its designated place.
3. **KITCHEN RULES:** The kitchen must be left clean and orderly after use. Garbage and trash must be bagged and disposed in the dumpster behind the church. Church supplies are not to be used except by church-sponsored activities.
4. **PIANO AND ORGAN USE:** Permission to use the piano and/or organ must be granted by the Pastor or Director of Music. Piano and/or organ should not be moved except by permission from the Director of Music.
5. **NO SMOKING and NO ALCOHOL USE ALLOWED:** All members of all groups using our facilities shall abide at all times by a "no smoking" rule in all parts of the building, including corridors and restrooms. The covered outside walk on the side entrance (by the elevator) may be used for smoking on the outside grounds if required. Alcohol use is prohibited at the FACILITIES.
6. **BUILDING USE:** All groups agree that they will ensure that all event participants leave the building after the event. They will be responsible for turning off all lights and closing all windows.
7. **NO GAMES OF CHANCE:** Gambling and bingo on the church premises involving money are prohibited.
8. **NO FOR PROFIT ACTIVITIES:** No for profit activities are allowed.
9. **SUPERVISION OF CHILDREN AND YOUTH:** The congregation seeks to provide a safe environment for children and youth. All users of the facilities are expected to be familiar with and are expected to follow the core principals of CPP - namely that no non-parent/guardian shall be alone with a minor; any and all incidents where there is reasonable suspicion of a minor being physically or sexually endangered shall be reported. See the Church Office for a copy of the CPP and to answer any questions related to your request and planned activities.
10. **FOOD AND DRINK:** Food and drink should be limited to the narthex, student room, youth room, parish hall or outside. Anyone using the church property is responsible for cleaning up after each use, both inside and outside. If a private catering service is used for the event, the caterer must furnish all supplies and equipment (e.g. dishes, silver, tablecloths, etc.) and remove these items immediately after the event. Storing of catering equipment is not permitted.
11. **DECORATIONS:** Decorations may be attached to the walls or doors with removable tape that will not permanently damage the surface. All such decorations must be removed immediately and completely following the event.
12. **EMERGENCY SCHEDULING CONFLICTS:** While rare, the congregation reserves the right to preempt any facility use for its own in cases of emergencies, such as funerals. Notice will be provided as early as possible.
13. **STORAGE:** Storage is limited for organizations other than church groups; as such, all organizations using the facility will be responsible for storing accessories offsite unless prior arrangements have been made through the church office.
14. **BREAKAGE:** All persons and/or groups using our facilities are expected to exercise reasonable care and judgment in such use in order to prevent defacement, damage or breakage. The Responsible Representative for the Community User shall be responsible for paying costs incurred by the church in cleaning or repairing any part of the building and/or its furnishings and equipment which in the judgment of the Mission Council or their delegated representative has been carelessly or irresponsibly subjected to more than normal wear and tear by the person(s) or group(s) involved.
15. **SECURITY:** The congregation works to maintain a safe and secure environment within the facility; however, no systems are foolproof. We ask that all users pay close attention to personal property and valuables, not leaving them unattended. The congregation is not responsible for theft or damage to personal property.

**FINAL DECISIONS:** In case of doubt or uncertainty by any outside person or group about the application or interpretation of these regulations, or in the customary practices not specifically mentioned here, the Mission Council or their delegated representative shall decide the matter and all individuals and groups shall abide by the Mission Council's directions or forfeit the use of any part of the facility immediately. The Mission Council, or its representative, has the right to remove access if those using the building are not abiding by the policy.

## **St Mark Lutheran Church (ELCA) Child Protection Policy**

*Let the children come to me and do not stop them for it is to such as these that the Kingdom of God belongs” Luke 18:16*

Indeed, the church should be a safe place where children are welcomed and nurtured in the Christian faith. In order to protect children and youth, the Mission Council of St. Mark Lutheran Church, ELCA, has developed and adopted the following Child Protection Policy.

In addition to protecting children and youth, this policy will help protect volunteers against the possibility of false accusations.

All employees and volunteers who work directly with children are required to read and sign one copy and are given a copy for their own files.

### **Standards**

**Sexual Abuse Prohibited:** Those who accept the special responsibility of working with children and youth shall not violate that responsibility by engaging in acts of sexual abuse.

### **Screening**

All staff persons and volunteers who work directly with children and/or youth shall be required to give permission for a Virginia Criminal Records Background Check as well as a Virginia Department of Social Services Registry check. Working with children and/or youth at St. Mark Lutheran Church will be contingent on a favorable outcome of these screenings. Cost of these background checks will be borne by St. Mark Lutheran Church. St. Mark Preschool will pay the cost for its staff and volunteers.

### **Visual Access**

Classrooms and other spaces where children are served will have windows installed in their doors so that there is visual access to the room. These windows shall not be covered. The window will be approximately 11in x 14in.

### **Two Person Rule**

Except as provided below, at least two CPP trained workers, at least one of whom is an adult, shall be present at all church activities involving children and/or youth. Activities which meet in a classroom-like setting (e.g. Sunday Church School, Vacation Bible School, Choir Rehearsal) may be supervised by one worker in a classroom where there is visual access to the classroom (e.g. a door with a window, an open door) and there are other workers in the immediate vicinity. Nursery workers and Sunday Church School Teachers of preschool children shall always work in pairs. The second worker may be a youth of at least 6<sup>th</sup> grade age.

The staffing requirements of the St. Mark Preschool shall be determined by state licensing and will supplant this section of the Child Protection Policy.

### **Six Month Waiting Rule**

New members and active non-members shall not be recruited or encouraged to accept positions that work directly with children or youth until they have been members for six months. This has the added benefit of allowing new members to integrate into the congregation before accepting a volunteer position that requires great commitment.

The Pastor can waive this requirement if it can be verified that the applicant has worked with children and/or youth in another congregation, and in good standing, for at least one year.

## **Supervision**

Employees of the preschool will be supervised by the Director of the Preschool; church volunteers will be supervised by the staff person responsible for that specific area of ministry. Most often that is the pastor or other program staff person.

## **Training**

All staff and volunteers will undergo periodic training on child sexual abuse and its elements, and the Child Protection Policy and its requirements. The Mission Council, in consultation with the Pastor, shall determine the nature and scheduling of such training. A standing Child Protection Policy Committee will be established for the purpose of providing training and overseeing periodic review of our Child Protection Policy.

## **Accountability**

Anyone who has knowledge of child sexual abuse taking place at St. Mark Lutheran Church or during a St. Mark Lutheran Church sponsored event is required to report the abuse. We ask that they notify the Pastor. Ideally, the person who is aware of the incident will, with the Pastor, notify the Department of Social Services and/or the local police authorities. They may also notify the Mission Council President. Mandated reporters, by law, must report; it is permitted to report anonymously.

Our policy is to report all alleged incidents of child sexual abuse to the appropriate government authority as required by law. We will cooperate fully with government authorities investigating allegations of abuse.

Nothing in this policy shall prevent any individual who has knowledge of child sexual abuse taking place at St. Mark Lutheran Church or during a St. Mark Lutheran Church sponsored event from directly notifying appropriate local law officials as that individual deems appropriate.

## **Definitions**

For purposes of the Child Protection Policy, and in keeping with Virginia Department of Social Services... "Sexual Abuse" refers to any interaction between a child and a substantially older person when the child is being used for the sexual stimulation of the older person. The behavior may or may not involve touching. Sexual abuse between a child and an older person is always considered to be forced; a child or youth cannot give consent.

A "child" or "youth" is any person considered to be a minor under the laws of the Commonwealth of Virginia. A person who is incompetent is considered to be a "child" irrespective of his/her age.

An "employee" is anyone called to work for the church for salary or wages. A "worker" may be either an employee or a volunteer. A "volunteer" is anyone who provides services for the church and who receives no compensation in the form of salary, wages, or other pecuniary benefits.

**Updated 04/08/2016**