



*Kimball Memorial  
Lutheran Church*

## **Facilities Use Policy**

101 Vance St, Kannapolis, NC 28081    www.kimballchurch.org    704-933-4101

### **A PLACE FOR MINISTRY AND SERVICE**

Kimball welcomes the use of its facilities. It is our goal that our space is to be used in a God honoring way, and that all visitors are treated as honored guests.

Types of events and activities that may **not** be held at KMLC:

- Facilities are not available to outside groups for general profit making activities.
- Organizations engaged in partisan political campaigns. However, the facility may be used as a polling place for elections.
- Any other purpose which the pastoral staff and/or church council considers inappropriate, undesirable or unmanageable, at their sole discretion.

### **CARING FOR THE FACILITY**

Whenever possible we request that a member of KMLC be responsible to oversee events including set-up, restoration, opening & closing of building, etc.

#### **In General**

- Worship-related furniture, decorations, equipment, etc (such as the altar, A/V systems, music instruments, altar and candles, etc) may not be moved without prior approval from the pastoral staff.
- Users are expected to leave the building clean and in the same condition it was in prior to the event. The user will be held responsible for any damage done to church property
- User assumes liability for injuries to persons attending the event and for damages or loss of user's property.
- Decorations are limited: they will not mar, scratch, soil or otherwise damage surfaces or fixtures. All decorations must be removed immediately after the event. Use no highly combustible materials.
- No paints, tapes, glues, or other substances may be used on any surfaces without written approval.
- No oil base paint, flammable liquids, fire producing chemicals, and/or open flames in any form (exception of approved candles) may be used without the approval of KMLC's pastoral staff.

#### **In the Kitchen**

- Users provide their own food, drinks, coffee and disposable items such as plates, cups, tableware, etc.
- Clean dishes, counters, floors, and store all items in their proper places, etc.
- Put excess garbage in the outside trash bins, and replace any indoor trash can liners.
- Do not leave leftovers in the refrigerator or elsewhere in the facility.

#### **Building Lockup Procedure**

Please follow this checklist when closing the building. Please check ALL items in this list. PLEASE do not assume something must be OK simply because you did not use it. It is vital that ALL of these items be checked EVERY TIME the building is used.

- All decorations and other materials removed, trash is collected, and furniture repositioned
- Turn off all lights, including storage rooms
- Turn off sound & video systems (if used)
- Ensure all water faucets, stove, oven and other appliances are turned off.
- Check all outer doors closed and locked

If there are any problems or unusual conditions that you cannot correct, contact Mike McCombs (704) 425-1569 or another member of the property committee.

***PLEASE DO NOT LEAVE THE PREMISES UNTIL THE PROBLEMS ARE RESOLVED.***

**IMPORTANT RESTRICTIONS**

- Alcoholic beverages (other than wine for communion), illegal substances, and weapons are not permitted in the buildings or on the grounds of the church. Smoking is not permitted inside the building. Please restrict any smoking outside to north/back parking lot area.
- No equipment may be removed from the church property without prior approval.

**PUBLICITY AND PROMOTION**

- Any outside group using publicity material and/or making public service announcements in which the KMLC name or logo is used must have prior approval by the Church Council.
- Sale of tickets to events must be handled by the user with the approval of the Church Council.

**LEGAL LIABILITY**

- The user assumes all liability for all injuries to persons attending the event and for all damages or loss of user's property or that of guests. In no event shall KMLC be responsible or liable for any loss or theft of, or any damage to, any articles of property of any group or organization or any member or guest thereof.
- Outside groups to KMLC *may* be required to provide a Certificate of Liability and Property Damage insurance coverage, with a limit not less than \$1,000,000, naming Kimball Memorial Lutheran Church as an additional insured. This is for the purpose of covering liability and property damage or accidents that might occur on church property, and if required, **MUST** be on file prior to the date of the event.
- Those using our facilities agree to release, protect, defend, indemnify and hold harmless Kimball Memorial Lutheran Church and its council officers, employees, members, and other representatives from and against any and all claims, liabilities, losses, damages, actions, costs, and expenses (including, without limitation, reasonable attorney’s fees and other legal costs) directly or indirectly arising out of their use the of the facilities, equipment or premises of KMLC.

**FACILITY USAGE FEES AND SECURITY DEPOSITS**

Usage fees help to cover the cost of utilities and maintaining the facilities. KMLC charges the usage fees based on whether the event/activity is being held by a member, by an outside group that is sponsored by a member, or by an outside group unaffiliated with any member.

Special arrangements can be made for recurring activities or events. Separate and special arrangements and restrictions applicable to weddings, please refer to the Guide to Weddings for more information.

All fees are due prior to the event, and all checks shall be made out to “Kimball Memorial Lutheran Church.”

KMLC *may* require, in addition to any usage fees, the advance payment of a **Damage Security Deposit** which will be refunded following the activity if no damage has resulted. Users are responsible for and will be billed for any excessive damages. There is a separate **KAC Key Security Deposit** for borrowing a key to the Kimball Activity Center. All recipients of a key agree to make no duplicates or copies, and to return the key promptly to the church office upon completion of the event, at which time the deposit will be refunded. We request that security deposits be written by separate check in order to simplify and speed your refunds.

	<b>Members</b>	<b>Non-Members</b>
Single Event Usage Fee	\$0	Dependent on room(s) requested
Recurring Event Usage Fee	Special arrangements required	
Wedding Usage Fee	See separate Wedding Guide	
Damage Security Deposit (refundable)		\$100
KAC Key Security Deposit (refundable)		\$100



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## Facility Use Request/Agreement

101 Vance St, Kannapolis, NC 28081    www.kimballchurch.org    704-933-4101

Date Submitted: \_\_\_\_\_  
Name of Person/Group/Organization \_\_\_\_\_  
Address \_\_\_\_\_ Phone \_\_\_\_\_  
Contact Person \_\_\_\_\_ Email \_\_\_\_\_

Person Supervising on Site \_\_\_\_\_ Phone \_\_\_\_\_

Nature of event \_\_\_\_\_

Date(s) of Event \_\_\_\_\_ Start Time \_\_\_\_\_ am/pm End Time \_\_\_\_\_ am/pm  
Is this a recurring event?    Y/N    If yes, How Often? \_\_\_\_\_ For How Long? \_\_\_\_\_

Expected Number of people attending: \_\_\_\_\_

### Room(s) Requested

Sanctuary \_\_\_\_\_ Chapel \_\_\_\_\_ Parlor \_\_\_\_\_ Fellowship Hall \_\_\_\_\_  
Commons \_\_\_\_\_ Kitchen \_\_\_\_\_ Library \_\_\_\_\_ Choir Room \_\_\_\_\_  
KAC Main \_\_\_\_\_ KAC Room #2 \_\_\_\_\_ Youth Room #1 \_\_\_\_\_ Youth Room #2 \_\_\_\_\_  
Classroom Room # \_\_\_\_\_ # \_\_\_\_\_ Other \_\_\_\_\_

Equipment Requested : \_\_\_\_\_

The above-named group or organization, and the undersigned representative below, acknowledges receipt of KMLC's Facilities Use Policy and has read and fully understands and agrees to all guidelines, requirements, restrictions and other provisions, and any special requirements and restrictions required by KMLC prior to or in the course of such usage.

The undersigned agrees to release, protect, defend, indemnify and hold harmless KMLC and its council officers, employees, members, and other representatives from and against any and all claims, liabilities, losses, damages, actions, costs, and expenses (including, without limitation, reasonable attorney's fees and other legal costs) directly or indirectly arising out of their or their guests use the of the facilities, equipment or premises of KMLC.

*I am an individual and/or authorized agent for the group/event requesting use of these facilities. I have read the terms of the policy, request and agreement and agree to abide by those terms.*

Signature \_\_\_\_\_ Date \_\_\_\_\_  
Print Name \_\_\_\_\_ Title \_\_\_\_\_

Facility Usage Fee(s) \_\_\_\_\_ Security Deposit(s) \_\_\_\_\_  
KAC Key Deposit \_\_\_\_\_ Key Received (date) \_\_\_\_\_ Key Returned (date) \_\_\_\_\_

KMLC Approval?    Approved    or    Denied  
Date \_\_\_\_\_ Signature \_\_\_\_\_  
Title \_\_\_\_\_