

Good Samaritan Episcopal Church Building Use Policy

Purpose

- As stewards of our building resources we seek to maximize use of our facilities in accordance with our core values, the impact on other church programs, and costs to the church.
- The use of church facilities is subject to the approval of the Rector and the Vestry (board) of the church and is administered by the Church Business Administrator through the church office.
- The request to use church facilities is always subject to parish needs and prior reservations. Permission will be granted based on several factors: support of our core values, priority ranking of the user, and impact on our on-going church activities.
- Church facilities are not available for non-member private parties.

Expectations

1. NO USING, TOUCHING, OR MOVING ALTAR or altar furnishings, chapel corner furnishings, choir chairs or microphones.
2. NO SMOKING. Good Samaritan Episcopal Church is a smoke-free facility. There is no smoking allowed anywhere in the building.
3. FEES. All use fees are payable to Good Samaritan Episcopal Church **two weeks in advance** of the scheduled event. (See attached fee schedule.)
4. DAMAGE & SECURITY DEPOSIT. A Damage & Security Deposit of \$500 per event is required to cover the cost of replacing damaged items or for extraordinary building cleanup. The Damage & Security Deposit is **payable when making application** to use the facilities. The Deposit will be returned as appropriate after the facility has been inspected following the event. Additional damage fees will be assessed for damage in excess of \$500.
5. INSURANCE. The Facility User will provide Good Samaritan Episcopal Church with general liability insurance in an aggregate amount of not less than One Million Dollars (\$1,000,000) per occurrence. The policy shall also include evidence of coverage for damages arising from molestation or abuse in the amount of not less than \$1,000,000 per occurrence for the duration in which Facility User uses Good Samaritan Episcopal Church, Sammamish property. **Facility User shall provide an acceptable certificate of such insurance that reflects Good Samaritan Episcopal Church and the Episcopal Diocese of Olympia as additional insured, said certificate to be attached to this agreement.** Special Event Insurance coverage must be from a recognized company licensed to be business in the State of Washington. Facility User understands that insurance coverage for their personal property is the Facility User's responsibility.
6. FOOD & BEVERAGE
 - NO FOOD OR DRINK IN THE SANCTUARY.
 - Please keep all food and beverages in the appropriate areas.
 - Clean up any spills or stains immediately.

- Due to the possibility of permanent stains, food or beverages containing red dye may NOT be served.
7. ALCOHOL. The use of alcohol is subject to specific prior approval from the Rector or Church Business Administrator. In the event of agreement as to such, the **Facility User must obtain a banquet permit** from the Washington State Liquor Control Board and comply with its terms.
 - All applicable federal, state and local laws must be observed, including age identification requirements and those governing the purchase and sale of alcoholic beverages.
 - Beverages and food containing alcohol must be clearly labeled as such.
 - When alcoholic beverages are served in any form, nonalcoholic beverages must always be accessible and served in an equally attractive manner, and food should always be served.
 - The serving of alcoholic beverages at Good Samaritan should not be publicized as an attraction of the event. Clearly state in advance, and adhere to, the hours during which alcoholic beverages will be served; serving should stop a reasonable amount of time before the end of the event.
 - The Facility User must assume responsibility for following these guidelines and for the actions of those persons who might become intoxicated, and must provide alternative transportation for anyone whose capacity to drive is impaired.
 8. FIRE AND SAFETY CODES. The Facility User shall be responsible for compliance with all fire and public safety codes/laws.
 9. SET-UP. Prior arrangements for room set-up must be made with the Church Business Administrator. An additional hourly rate will be charged based on the extent of set-up needs. An early set-up time, well in advance of the event, may be subject to additional use fees. Church flyers, announcements, or other posted materials are not to be removed.
 10. CLEAN-UP. It is agreed that the policy of “leave the premises as found” regarding cleaning up of all areas used, will be maintained continuously throughout the term of this Agreement. **If the facilities are left in an unclean condition, the Facility User will be charged a cleaning fee of \$250.** Users are expected to exercise care and leave the facility in good condition:
 - Wipe up stains or spills.
 - Remove decorations, signs, etc.
 - Remove any food, supplies, etc. brought into the facilities.
 - Bag trash and place in dumpsters at the right side of the parking area.
 11. SUPPLIES. Users are expected to provide their own food and beverages and food service supplies for events or meetings. Church supplies and paper products are not available. Church dishes may only be used with prior approval when authorized member of parish is available and willing to operate dishwasher. Other equipment (e.g. Sound system, TV/VCR, easels, podium) is available by prior arrangement for a set fee. (See attached fee schedule.)
 12. CHURCH NAVE/SANCTUARY. Furnishings within the church nave (i.e. chairs and benches) may only be moved, removed, or added under the supervision of Church personnel. Prior arrangements must be made through the church office. (See attached fee schedule.) Permission

to use the church nave does not include permission to use the church piano or organ. Separate approval is required to use the piano or electronic organ.

The altar and altar furnishings may not be used or moved under any circumstances.

13. SOUND SYSTEM. Permission to use nave sound system will require separate specific permission of the Rector and the Sound System Team Leader. Event requests for use of equipment will need to be discussed to determine capabilities and possible requirement of Good Samaritan trained individuals to oversee use during event. If necessary, rental of sound equipment from external resources may be needed.
14. CHURCH PIANO or OTHER MUSIC INSTRUMENTS. Permission to use the Church nave or any other area in the church facilities does not include permission to use the church piano or any other musical instruments; separate specific permission must be obtained from the Rector or the Good Samaritan Director of Music. Rehearsal time must also be pre-arranged and may incur additional fees.
15. BUILDING SECURITY. Users are responsible for leaving the facility in a safe and secure condition.
16. PARKING. Parking is available for events in the parking lot adjacent to Good Samaritan Episcopal Church. Please do not park in the City of Sammamish Maintenance Facility lot or the neighborhood located adjacent to the Church.
17. CONDUCT; NO ILLEGAL OR IMPROPER ACTIVITIES. The Facility User is responsible for the conduct, behavior and actions of its members and guests. The Facility User will not suffer or permit any trade or occupation to be carried on or use made of the Property that shall be unlawful, noisy, offensive, or injurious to any person or property, or such as to increase the danger of fire or affect or make void or voidable any insurance on the Property, or that may render any increased or extra premium payable for such insurance, or that shall be contrary to any law or ordinance, rule, or regulation from time to time established by any public authority.
18. DAMAGES. The Facility User is responsible for any damages to the grounds, buildings and its contents by agents, members, guests or invitees. **If such damage occurs, the Facility User will notify the Church immediately and be subject to replacement or repair costs for said damage.**
19. GOVERNING LAW. This Agreement shall be construed and governed by the laws of the State of Washington.
20. SEVERABILITY. In the event any provision or portion of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect and shall in no way be affected or invalidated thereby.
21. ATTORNEY FEES. In the event that an action or suit is initiated regarding this agreement, the prevailing party shall be entitled their attorneys' fees and costs, including expert witness fees and costs.

Reservation Guidelines

1. All reservations must be made with the Church Business Administrator in the church office using the Property Use Reservation Form.
2. Reservations for space may be made no more than 120 days in advance of the event.
3. Use of church space is presumed to be a one-time use unless otherwise stipulated.

4. Facility User **must provide Certificate of Insurance** to Good Samaritan at time of reservation.
5. Damage & Security Deposit is due at time of reservation.
6. **Good Samaritan reserves the right to cancel or postpone space use due to extraordinary circumstances (e.g. funeral).**
7. Longer term use of space is reviewed annually. Good Samaritan may end a space use agreement at any time with 14-day notice.
8. All Fees are due two weeks prior to the scheduled event.
9. Good Samaritan reserves the right to exclude use of space for any group whose stated values are in opposition to Christian values.

Hold Harmless Agreement

The Facility User shall indemnify and hold the Church and its directors, officers, employees and agents harmless from the Facility User’s use of the Property, or from the conduct of the Facility User’s business or from any activity, work or thing done, permitted or suffered by the Facility User in or about the church property, and shall further indemnify and hold the Church harmless from and against any and all claims arising from any breach or default in the performance of any obligation on the Facility User’s part to be performed under the terms of this Agreement, or arising from any negligence of the Facility User or any of the Facility User’s agents, contractors or employees, and from and against all costs, attorneys’ fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against the Church by reason of any such claim, the Facility User, upon notice from Church, shall defend the same at the Facility User’s expense by counsel satisfactory to all parties. Nothing contained herein shall make the Facility User responsible for or relieve the Church from liability for any loss, damage, liability or expense caused by or arising from any act or omission of the Church, its officers, agents, employees or contractors, or from any breach or default in the performance of any obligation on the Church’s part to be performed under this Agreement.

Building Use Agreement

I hereby certify that I am an authorized representative of the above organization; that the statements are true to the best of my knowledge; and that we will adhere to the Expectations and Guidelines of Good Samaritan Episcopal Church Building Use Policy and the Building Access Security sheet which I have read and understand.

Requester’s Signature

Church Signature

Date

Date