

**St. Paul's Lutheran Church**  
**Facility Use Policy**  
St. Paul's Lutheran Church  
604 Pitt Street, Mount Pleasant, SC 29464  
843.884.3107  
SaintPauls.online

## **I. Purpose**

St. Paul's Lutheran Church (SPLC) facility and property are primarily dedicated to the services and ministries of God and the functions of this church. While maintaining responsible stewardship of our facility, SPLC recognizes that ministry to our members and the community, through the sharing of our facility, strengthens the values and beliefs reflected in our Purpose Statement and Guiding Principles. Individuals, groups, and non-profit organizations whose activities and events are consistent with the ministries of the church or serve the community in and around SPLC are welcome to request use of our facility.

## **II. General Policy**

SPLC Council is responsible for implementing and maintaining this policy. The Council's Executive Committee is responsible for approving or denying requests for usage in accordance with this policy. The Executive Committee reserves the right to refuse any requests for use that are inconsistent with this policy or appear to be contrary to the constitution, bylaws, mission, purpose, principles, or Christian beliefs of SPLC. Permission given to individuals, groups, or organizations to use SPLC facilities does not constitute SPLC's endorsement of the policies or beliefs of said individuals, groups, or organizations. Profit-making groups or organizations, or those that charge admission or registration fees, will not be permitted to use SPLC facilities unless the requestor can provide evidence that the profit will be used for religious, charitable or community benefit. Requestors agree to hold SPLC, its employees, Council, officers, and members harmless as a result of any denied requests.

Requestors (individuals, groups, and non-profit organizations) must complete a ***Facility Use Request and Agreement***. Requests may be made for one-time events, as well as short- or long-term recurring events. Requests for events that extend longer than a year must be renewed annually (by the anniversary date of the initial approved agreement).<sup>7</sup> At a minimum, submitted request and agreement forms must provide: 1) the name, nature, telephone number, and address of the individual, group, or organization; 2) the name, telephone number, and address of the authorized representative/requestor for a group or organization; 3) the reason, nature, or purpose of the requested use; 4) the date/s and hour/s of use; 5) the amount of monetary contributions (donations or fees), if any, offered to defray the operating costs incurred to SPLC; and 6) any additional information which may be used in considering the request.

Before SPLC may consider a request, the authorized representative/requestor must sign the request and agreement form to include the "hold harmless" agreement clause. In addition, individuals, groups, or organizations representing community or non-profit organizations (See Section III (B) (1) (d)) must furnish a certificate of insurance for liability and property damage naming SPLC as an additional insured. Incomplete or unsigned requests will not be considered.

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<sup>7</sup> The ***Facility Use Request and Agreement*** does not constitute, nor may it be considered by any party, as a lease or rental agreement.

The Executive Committee will report any relevant problems or concerns regarding facility use to the Council during regularly scheduled Council Meetings. The church secretary will maintain and publish a master calendar of all approved events with a copy conspicuously posted in the Breezeway.

### III. Facility Use Guidelines

#### A. Scheduling Procedure

1. The authorized representative/requestor will:
  - a. Obtain and read a copy of *St. Paul's Lutheran Church Facility Use Policy*.
  - b. Complete and sign a *Facility Use Request and Agreement* form.
  - c. Return the completed *Facility Use Request and Agreement* form to the church office at least 4 weeks prior to the event date.
2. The church secretary will review the request for conflicts with the master calendar.
  - a. If the request does not conflict with a prior approved event, the secretary will refer the request to the Executive Committee for approval.
  - b. If the request conflicts with a prior approved event, the secretary will notify the authorized representative/requestor of facility unavailability.
3. The Executive Committee will render a decision within 1 week of receiving the request.
4. The church secretary will notify the authorized representative/requestor of the Executive Committee's decision. If the request is approved, the church secretary will add the event to the master calendar.

#### B. Priority Assignments, Scheduling Conflicts, and Emergency Cancellations

1. Priority assignment for granting the use of the facilities shall be in the following order:
  - a. Group 1-Worship: Services, meetings, and ministry activities of the congregation that are an integral part of SPLC to include, but not limited to, mid-week or other special services, committee meetings, rehearsals, classes, social events, receptions, SPLC fundraising events, weddings, and funerals.
  - b. Group 2-Ministries: SPLC-sponsored groups and ministries (includes Alcoholics Anonymous, Al-Anon, Alateen, and/or CoDA).
  - c. Group 3-Members: Activities arranged by and for the members of SPLC that are not related to a specific church function or ministry. These activities may celebrate a special occasion in the lives of SPLC members.
  - d. Group 4-Outreach: Outside community or non-profit groups and organizations.
2. If a scheduling conflict occurs, the church office will attempt to resolve the conflict by suggesting an alternative date, time, or location to the requestor having a lower priority status as outlined in Section III (B) (1). Scheduling conflicts between requestors having the same priority status shall be resolved by the date on which the requests were approved.
3. SPLC reserves the right to cancel approved scheduled events and/or reserved spaces if emergencies or unforeseen situations inadvertently occur. Requestors agree to hold SPLC, its employees, Council, officers, and members harmless for any expenses incurred as a result of cancellation.

#### C. Insurance, Liability, and Indemnification

Outside community or non-profit groups and organizations, including other churches, are NOT covered by SPLC's liability insurance policy. **Therefore, *Group 4-Outreach* requestors/users requesting**

**recurring use must provide a certificate of insurance with general liability limits of \$1,000,000 per occurrence/\$3,000,000 aggregate, and an additional endorsement naming SPLC as an additional insured.** The certificate of insurance must be submitted to the church office no later than 10 days prior to an approved scheduled event and must be kept in effect for the duration of the facility use agreement.

Requestors agree to hold SPLC, its employees, Council, officers, and members harmless for payment or reimbursement of policy premiums or related expenses.

***Group 4-Outreach* requestors/users requesting one-time use are not required to provide a certificate of insurance; however, requestors/users must complete the *Facility Use Request and Agreement* form and sign the *Acceptance of Responsibility and Indemnification Agreement* clauses.**

#### **D. Non-Profit Tax Guidelines**

SPLC is a tax-exempt, 501(c) (3) organization, and as such, must abide by the following rules in order to maintain its tax-exempt status:

1. SPLC's net earnings may not inure to any private shareholder or individual,
2. SPLC must not provide a substantial benefit to private interests,
3. SPLC must not devote a substantial part of its activities to attempting to influence legislation,
4. SPLC must not participate in or intervene in any political campaign on behalf of (or in opposition to) any candidate for public office, and
5. SPLC's activities may not be illegal or violate fundamental public policy.

Source: IRS Publication 1828 (Rev 11-2009), *Tax Guide for Churches and Religious Organizations*.

SPLC reserves the right to deny requests or terminate facility use agreements that may jeopardize the tax-exempt status of the church.

#### **E. Fees**

SPLC incurs direct and indirect costs (e.g., utilities, supplies, maintenance, etc.) for the use of its facilities. Groups and individuals that are not a direct ministry of SPLC are assessed facility use fees to defray these costs. Facility use fees are payable to SPLC. The Council's Executive Committee reserves the right to negotiate or waive facility use fees.

Additional fees for SPLC staff support (i.e., Pastor, Facilities Coordinator, and/or Organist) or SPLC's cleaning contractor (Sexton) must be made payable directly to applicable staff and/or contractor. These individuals reserve the right to negotiate or waive their fees.

Refer to the appendices for specific fees and security deposit information.

#### **F. Facilities Coordinator**

Weddings (as well as other large or complex events) require support assistance from SPLC's Facilities Coordinator. SPLC's Facilities Coordinator is the primary point-of-contact for facility walk-throughs, facility access, and orientation services (facility equipment, systems, etc.). Specific information and guidelines for weddings and the marriage service shall be provided by the Facilities Coordinator to facility use requestors/users as a supplement to the ***Facility Use Policy***. Refer to the appendices for SPLC's Facilities Coordinator's fees.

## G. Areas/Rooms Available for Use

The following areas/rooms are available for use:

1. Narthex/Foyer
2. Sanctuary/Worship Space
3. Breezeway
5. Kitchen
6. Fellowship Hall/Chapel
7. Nursery
8. Classrooms (#2-#10); Upstairs classroom

Areas/rooms requested for use must be specified on the ***Facility Use Request and Agreement Form***. Requestors/users may not substitute or use additional areas/rooms without prior approval from SPLC. Added fees may apply for area/room substitutions or additions.

## 11. Conditions of Use

1. **Commercial/For-Profit Use:** SPLC's property, facilities, furnishings, contents, or equipment shall not be used for commercial purposes or profit-making activities (fundraisers) except when the profit is used for religious, charitable, or community benefit.
2. **Facility Care:** Users must restrict all activities to those assigned areas for which permission has been granted. Users are expected to leave the facility in the same or better condition as they were found. All equipment, tables, chairs, etc., are to be returned to their original positions. SPLC's furnishings, contents, or equipment may not be removed from the premises unless expressly authorized in an approved ***Facility Use Request and Agreement***.
3. **Food and Beverages:** Unless otherwise authorized in an approved ***Facility Use Request and Agreement***, food or beverage consumption is generally limited to the Kitchen and Fellowship Hall. Food and beverages are not allowed in the Narthex and Sanctuary.
4. **Alcohol:** Alcoholic beverages, except for communion wine, are prohibited.
5. **Smoking:** Smoking on SPLC property (building and grounds) is prohibited.
6. **Gambling:** Games of chance, including Bingo and raffles, are prohibited unless otherwise authorized in an approved ***Facility Use Request and Agreement***.
7. **Signage/Decorations:** No permanent signs, banners, pennants, decorations, etc. may be erected without express permission from SPLC's Executive Committee. Decorations may be attached to the walls or doors with removable tape that will not damage their surface. The use of nails, tacks, or screws in any part of the building is prohibited. Users must remove all decorations at the conclusion of their activity or event.
8. **Wedding Rice:** Tossing rice or non-biodegradable materials at the bride and groom is prohibited; however, birdseed or bubbles may be used as acceptable alternatives (exterior use only).
9. **Christian Symbols of the Church:** Removal or covering the symbols of Christian faith, which are meaningful to the congregation of SPLC and displayed throughout the facility, is prohibited.
10. **Musical Instruments; Audio/Visual Equipment:** The use of SPLC's musical instruments is prohibited unless: 1) operated by an SPLC staff/congregation member, or 2) approved in advance by the Director of Music or the Executive Committee. The use of SPLC's audio and/or visual equipment is prohibited unless: 1) operated by a trained SPLC staff/congregation member, or 2) approved by the SPLC Wedding/Events Coordinator or the

Executive Committee upon successful orientation/training in equipment usage by a trained SPLC staff/congregation member.

11. **Residential Courtesy:** SPLC is in a residential neighborhood, and in the spirit of being a good neighbor, facility users: a) Must not trespass or park vehicles on neighbors' property or obstruct neighbors' access to/from their property, b) Must depart SPLC property by **10:00 p.m.** unless otherwise approved by the Executive Committee in the *Facility Use Request and Agreement*, c) Must not remain or loiter on SPLC property after all event and clean-up activities have concluded, d) Must refrain from making loud noises, and e) Avoid using inappropriate or vulgar language.
12. **Publicity:** SPLC's name, logo, address, website, social media sites, and contact information may not be used in any manner of advertising or publicity unless approved in writing by the Executive Committee.

## I. Safety and Security

1. **General Conditions:** SPLC strives to maintain a reasonably safe and secure environment. Requestors/Users are also responsible for safety and security to include:
  - a. Closing and/or locking interior doors\*;
  - b. Closing and locking exterior doors and windows\*;
  - c. Turning off all lights (including bathrooms)\*;
  - d. Turning off stove, dishwasher, and portable electrical appliances (if used)\*;
  - e. Ensuring that no water is running in the sinks or toilets\*;
  - f. Adjusting or securing HVAC thermostats as instructed\*;
  - g. Removing trash and placing removed trash in the outside trash receptacles located at the Queen Street side of the church\*;
  - h. Retaining control over personal property and valuables as SPLC is not responsible for theft or damage to personal property.

\* These functions are retained by the Facilities Coordinator and/or Sexton when these fees are assessed.

2. **Keys:** Authorized representatives/requestors may be issued non-master facility keys for events occurring outside of normal church operational hours.<sup>2</sup> Requestors are responsible for maintaining control over keys, and re-issuance to other persons is strictly prohibited. Authorized representatives/requestors must arrange key pick up and return with the church office.  
Note: SPLC uses an expensive, high-security key and lock system, which prevents unauthorized key duplication. Requestors may be charged a minimum of \$75 for each lost or misplaced key. Additional charges may apply if key loss requires the replacement of facility-locking hardware and keys.
3. **Hazardous Materials:** Users are prohibited from bringing, using, storing, or disposing of any hazardous chemicals/wastes or regulated materials/wastes on-site without expressed permission of the Executive Committee.
4. **Firearms and Weapons:** No firearms or weapons may be brought onto SPLC's property except where:
  - a. Carried by regular, salaried law enforcement officers, reserve police officers of a state agency, municipality, or county of the State, uncompensated Governor's constables, law enforcement officers of the federal government or other states when they are carrying

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Keys will not be issued to wedding event requestors. Instead, requestors are required to coordinate all facility access with SPLC's Facilities Coordinator (See applicable Yes in Appendices A & B).

out official duties while in this State, deputy enforcement officers of the Natural Resources Enforcement Division of the Department of Natural Resources, and retired commissioned law enforcement officers employed as private detectives or private investigators;

- b. Carried by members of the Armed Forces of the United States, the National Guard, organized reserves, or the State Militia when on duty;
- c. Expressly authorized in writing by the Executive Committee and documented in the ***Facility Use Request and Agreement***.

Note: Concealed Weapons Permit holders are not permitted to carry firearms on SPLC property unless they have received written authorization from the Executive Committee.

- 4. **Supervision:** At least one supervising adult (age 21 or older) is required to be always present during any activity or event.
- 5. **Children/Youth/Nursery:** At least two adults must be always present during any activity or event that involves children. SPLC's nursery is available for use provided that two nursery care providers (provided by the user) are present to operate the nursery with at least one adult caregiver must be an adult.

## **J. Onsite Emergency Incidents**

If a police, fire, or medical emergency occurs at the church:

- 1. Immediately **call 9-1-1** and provide the incident location as:

**St. Paul's Lutheran Church,  
604 Pitt Street  
"Old Village" of Mt. Pleasant, SC  
Phone: 843.884.3107**

- 2. Notify the church office, if open.
- 3. If the church office is not open, notify a member of SPLC's Executive Committee:

- |  |                     |
|--|---------------------|
| a. Pastor Aaron DeBenedetto            | Phone: 843-725-9044 |
| b. Rich Yocius, Council President      | Phone: 847-682-9341 |
| c. Kenneth Nix, Council Vice President | Phone: 843-222-2582 |
| d. Becky Beckett, Secretary            | Phone: 8430834-1540 |

## **K. Damages**

- 1. All persons and groups using SPLC facilities are expected to exercise reasonable care and judgment to prevent damage or loss. Users assume full responsibility for any damage or loss sustained to SPLC's building, grounds, furnishings, contents, or equipment that go beyond normal wear and tear and/or result from apparent willful, wanton, reckless, careless, or negligent behavior by the user, its members, guests or employees. Users are responsible for paying costs incurred by SPLC for cleaning, repairing, or replacing any part of the building, grounds, furnishings, contents, or equipment. Users must report any damage or loss to the church office as soon as possible. Failure to report or failure to reimburse SPLC for damage or loss may result in the termination of the facility use agreement.

2. SPLC is not responsible for any injuries, damages, theft, or other losses incurred by the users, its members, guests, or employees. Users are asked to refrain from leaving personal property and valuables unattended.

#### **L. Right of Refusal**

SPLC reserves the right to cancel or restrict the privileges of any individual or group in violation any SPLC policies.

#### **M. Policy Review**

This policy shall be reviewed and updated by SPLC's Council at least annually.

#### **N. Appendices**

- Appendix A:** SPLC Wedding Fee Schedule for Members
- Appendix B:** SPLC Wedding Fee Schedule for Non-Members
- Appendix C:** SPLC Event Fee Schedule for Members
- Appendix D:** SPLC Event Fee Schedule for Non-Members
- Appendix E:** Facility Use Agreement Form

Adopted (10.21.12)

Updated and Approved (02.11.24)

St. Paul's Lutheran Church Council