

**EPIPHANY LUTHERAN  
CHURCH  
FACILITY USE POLICY**

Adopted  
December 13, 2012

**Epiphany Lutheran Church** strives to serve the broader community by being open to the utilization of “God’s facilities” by other groups and more generally for community activities. Thus, Epiphany operates the facility as an expression of God’s purposes in the world. The more individuals that enter through the doors of Epiphany’s facilities, the greater the opportunity there is for God to touch their lives.

**All agreements for external groups to utilize the facilities must be approved in advance by Epiphany’s Lead Servant Team.** Once this approval is in place, the Epiphany Lead Pastor is free to execute the agreement. Council Members and the Congregation should be notified of any such use agreements before such groups actually begin their planned activities.

The following points, while not exhaustive or all inclusive, are created to serve as a guide in the evaluation of requests for use of the Epiphany facilities.

**A. Other Church Groups.** It is not uncommon for mission churches or others that are still in their early stages of development to request that they be permitted to share the use of an existing church, like Epiphany, until such time they can acquire or build their own facility. The following points should be considered in the evaluation of such requests:

1. The church organization should have theology and practice that aligns with the mission, vision, and values of Epiphany.
2. The use of the Epiphany facilities shall not interfere with nor disrupt Epiphany’s existing worship services, formation and other activities.
3. The operation of the Epiphany facilities by any group results in utility expenses and normal depreciation on the facility and its furnishings. Thus, at a minimum, any agreement for use should include a financial obligation to cover the utility expenses and, over time, some recovery of depreciation expenses for the building and furnishings.
4. Written agreements that are established for the use by church groups generally should not exceed twelve months in duration and should thus be reviewed annually to insure that both groups continue to find the

arrangement mutually beneficial. For new groups, that may not be well established, an initial six month assessment period for such agreements may be warranted.

5. **Insurance must be provided by the party utilizing the facility and documentation of insurance should be on file with Epiphany.**
6. Agreements, which can simply be a written letter signed by both parties, should clearly define the use and terms of the church facility space. The agreement shall also define compensation to Epiphany for its use to cover utility costs and depreciation, if applicable. Failure to fully execute the terms of the agreement shall result in the immediate termination of said agreement.

**B. Government and Similar Groups.** Generally speaking Epiphany will strive to open its doors in support of local, state and national government activities, such as a polling place for elections, so long as it is not a major encumbrance on the normal operations of Epiphany's mission and ministry. Such groups will generally operate on a letter of agreement, but such groups may be partially or fully exempt, as deemed by Epiphany, from the full reimbursement of utilities and general depreciation.

**C. Civic and Community Service Groups.** Epiphany will strive to open its doors in support of civic and other similar groups that have as their mission the improvement in the life of the broader community. These groups, such as Boy and Girl Scouts, Alcoholics Anonymous, and other such groups may be partially or fully exempt from use fees. However, if the utilization of the facilities by a given group reaches a level of operation and frequency that it begins to have significant implications on the utilities and facilities of Epiphany, then they would be expected to pay a use fee as negotiated with Epiphany for utility and wear and tear.

Civic and Community Service groups, whether they have a national umbrella policy or not, are expected to show proof of insurance. Such insurance shall be at a dollar level set by Epiphany at the time the agreement is executed.

**D. Quasi Nonprofit Groups.** On occasion groups may request to utilize the Epiphany facilities for events and activities that charge participants a fee for attendance. While Epiphany would not generally be utilized as support for profit making organizations, as it could bring into question our 501(c) (3) standing, it may be appropriate to recover fees for instructors and others that provide technical or professional leadership for such activities i.e. yogi lessons, personal computer skills, etc.

Such groups should have as their goal the improvement of life in our community. It would be important that the use of the facilities by such groups be documented so that Epiphany's own 501(c) (3) status is not jeopardized. Epiphany may seek legal or other professional counsel, to be paid by the user, to get a ruling on the requested use and preservation of our 501(c) (3) status. Such organizations utilizing the Epiphany facilities must adhere to certain rules outlined in the IRS code that include but are not limited to the following:

- their net earnings may not provide enumeration to any private shareholder or individual.
- they must not provide a substantial benefit to a private individual.
- they must not devote a substantial part of their activities to attempting to influence legislation.
- they must not participate in, or intervene in, any political campaign on behalf of (or in opposition to) any candidate for public office, and
- the organization's purposes and activities may not be illegal or violate fundamental public policy.

**SECURITY DEPOSIT** Epiphany may require a refundable security deposit for use of the facilities.

**Agreements** should generally cover the following points at a minimum, but may well include other elements for each specific agreement:

1. **Duration** of the events and activities as well as operating dates and times as well as some comments on objectives of the activities.
2. **Fees** that would be established to defray actual utility expenses, the wear and tear on the facilities and any equipment used.
3. **Keys** assigned to the organization should be signed for upon execution of the agreement. Any loss of the key and cost to change the locks must be covered by the organization and not Epiphany.
4. **Equipment** of the Church will not be removed or rearranged except by prior approval of Epiphany.
5. **Use of sound equipment** and audio visual equipment is not permitted unless individually specified as part of the agreement.
6. **Clean –Up** of the facility is to be covered by the organization and shall include all trash removal and related activities to fully restore the facility to original state prior to the organizations arrival for their events.
7. **No tacks**, nails tape or other materials will be used that would in any way deface or damage the walls or any furniture or equipment or otherwise leave a permanent mark.
8. **Alcohol and smoking** are strictly prohibited on Epiphany’s property and within the facilities. Violation of this rule will not only mean immediate termination of any agreement but also payment of damages for any smoke smell or stains.
9. **Food and beverages** are allowed only as outlined in the agreement and never within the worship center.
10. **Safety** is the responsibility of the organization and not Epiphany.
11. **Any publicity or advertisements** referencing Epiphany must be approved in advance by Epiphany.
12. **Documentation of insurance** coverage **MUST** be provided, unless as otherwise noted in this policy.

**A SAMPLE LETTER OF AGREEMENT FOLLOWS.**



"that all might thrive and serve in the light of God's grace"

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### *Date*

The people of Epiphany Lutheran Church reach out to offer friendship and support to **name of organization**. **Organization** seeks to use space at Epiphany. Epiphany Lutheran Church agrees to provide this space, in principle, so long as it is adequately compensated for all costs incurred and Epiphany's own ministry is not compromised. This relationship formally begins on **date**. The responsibilities and expectations of this relationship are as follows:

### **Enumerate details of space usage, including (but not limited to):**

1. The times the facility will be used
2. Which public spaces in the building will be accessed
3. The specific activities that will be carried out in the facility
4. What (if any) audiovisual equipment will be made available and how that usage will be supervised
5. Whether the group will be permitted to maintain any equipment/other items onsite and whether Epiphany will have use of that equipment
6. Whether temporary signage is permitted (within City of Suwanee guidelines)
7. Etc. (see Page 5 for list of items to be addressed concerning space usage)

In exchange for the above considerations, **Organization** will provide Epiphany Lutheran Church with the following:

### **Enumerate details of expectations from organization, including (but not limited to):**

1. Monetary compensation (if applicable) and schedule for payment
2. Proof of ongoing liability insurance that holds Epiphany harmless in any and all litigation, including, but not limited to, accident or injury to participants while on Epiphany property.
3. Proof of ongoing renter's insurance that holds Epiphany harmless in the event of damage to any of organization's belongings on Epiphany property (if applicable).
4. Expectations about clean up after each of the events. It is expected that **organization** would strive to be good stewards of Epiphany's utilities and facilities.
5. Notification of any scheduled conflicts concerning the use of the space.
6. Designation of organization's contact person with Epiphany.
7. Failure to meet any of the above terms may result in the immediate termination of this agreement between **organization** and Epiphany Lutheran Church.
8. Termination date for agreement and terms, if any, for renewal.

Epiphany Representatives (signatures and Epiphany titles)

Organization Representatives (signatures and titles)