

# TRIUMPHANT LUTHERAN CHURCH

*Policy for Using Church-Owned Facilities by Non-Profits*



21315 Bat Cave Road  
Garden Ridge, TX 78266  
210-651-9090

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**Triumphant Lutheran Church (TLC)** maintains a beautiful facility in Garden Ridge which we make available to our members and to the wider community for a wide range of functions. We are able to provide several different sized meeting spaces, along with tables, chairs and audio/visual equipment. Our rental rates are comparable with similar facilities in the area. If you are planning a reception, meeting, business dinner in North East San Antonio, consider TLC!

Facilities Include:

**Sanctuary** -- Seating 185, the sanctuary includes a high apex ceiling, a natural rock front wall with stained glass inserts, dimmable lighting, grand piano, Allen organ, and a variety of liturgical furnishings. Video screen projection and a sound system are available.

**Fellowship Hall** – The Fellowship Hall can accommodate up to 299 guests. Tables and chairs are included in the rental.

**Kitchen** –The kitchen is available for staging and serving only.

**Gathering Place** – This adjunct room can be rented separately, and will accommodate up to 50 people.

**TRIUMPHANT LUTHERAN CHURCH**  
***Facility Use Rules – Non-Profits***  
**As of: January 1, 2015**

**TERMS AND CONDITIONS**

**GUIDELINES**

1. **Triumphant Lutheran Church** name: The Renter shall not use TLC's name in such a way that indicates TLC is a host or sponsor of the event. TLC's name should be fully stated as the "Triumphant Lutheran Church." in publications, invitations, or directions pertaining to the event.
2. TLC's Facilities are available for receptions, private parties and business meetings. It will not be used for political ventures.
3. All events must terminate by 12 midnight with clean-up completed by 1 AM.

**FELLOWSHIP HALL**

**ROOM ARRANGEMENT:**

1. Set-up and take-down of tables and chairs will be the responsibility of the Renter.
2. Chairs and tables belonging to TLC are not permitted outdoors.
3. Tables and chairs are to be returned to position, height, or arrangement in which they were found.
4. Decorations for the event shall be limited to table decorations and / or free standing displays or signs. No items including decorations, signs, pictures, or posters may be stapled, thumb-tacked, taped, or otherwise attached to the interior or exterior of the building. Only chenille ties (pipe cleaners) can be used to attach decorations to outdoor railings and must be completely removed immediately following the event.
5. Open flames are not allowed. Candles and other lighted objects must be protected on all sides with a secure and stable base and cover.
6. TLC will not provide any equipment necessary for decorating, specifically the use of a step- ladder.
7. Use of sparklers, bubbles, birdseed, potpourri, rice, glitter, or confetti will not be allowed inside or outside any TLC buildings.
8. TLC indoor and outdoor furnishings or decorations may not be moved or removed by the Renter and /or Guest (s) of the Renter.

**SECURITY:**

1. Garden Ridge Police Department Officers will be contracted for security. Garden Ridge regulations require two (2) uniformed security guards per 100 guests for events that exceed 100 guests and for any group function serving alcohol regardless of number of guests. Renter is responsible for contacting Garden Ridge Police, coordinating security requirements, and direct payments to officers. Security is allowed to request additional officers if needed. The security officer or TLC representative reserves the right at all times to escort any person(s) with objectionable behavior(s) from the premises.
1. Neither TLC nor the Garden Ridge Police Department will be responsible for personal property left unattended. If the premises are not vacated at the scheduled time, any additional security and staffing cost will be deducted from the deposit.
2. Restrooms will not be used by Renters to store personal property.

### **KITCHEN USE:**

1. The kitchen is available for staging and serving only. Preparation of food using stove, cook top, or microwave is prohibited. Use of dishes, china, pots, pans, utensils, serving trays and dishwasher is not allowed.
2. When using the kitchen for staging and serving, the Renter is responsible for the complete clean-up of kitchen area. Countertops should be cleaned and dried; floors should be swept and mopped, sinks and surrounding areas must be cleaned and dried. Excess food, condiments, or leftovers may not be left in the refrigerator or freezer without prior approval. Clean-up must be completed during consecutive rental hours.
3. TLC uses an aerobic septic system. Items such as grease, food particles, chemicals, coffee grounds and other such items should **not** be poured down the drains.

### **BEVERAGE SERVICE:**

1. Alcoholic beverages (limited to beer and wine) may be served, but not sold, on the premises consistent with the laws, rules, and regulations of the State of Texas and other regulatory authorities.
2. All alcohol must be consumed inside the buildings. No alcohol may be served to minors.
3. Cans or plastic bottled beverages are allowed.
4. Spills or leaks from kegs or drink machines must be cleaned immediately. Cleaning and/or damage fees resulting from kegs or drink machines will be deducted from deposit.
5. Renter will take action to prevent any person attending the event from becoming intoxicated. TLC's representative and the Garden Ridge Police reserves the right at all times to escort any objectionable person (s) from the premises.

### **MISCELLANEOUS:**

1. If A/V equipment is to be used with personal CDs or thumb drive, it must be made available by noon on day of event to insure compatibility. Any received after 12 noon may not be allowed to be used at the event.
2. Gambling in any church-owned facility or on church-owned grounds is strictly prohibited.
3. No group may use the facilities at any time other than that specified in the Facility Use Agreement. Extra time may be made available by contacting the TLC's representative.
4. Thermostats are pre-set. Any damage to the pre-programmed thermostat boxes will be paid from the deposit. If the temperature setting needs to be changed, contact the TLC's representative
5. Immediately report any spills, damaged equipment, plumbing problems, etc., to the TLC's representative or designated representative, to prevent stains, further damage, or personal injury.
6. Rooms and areas are to be left in the same or better condition as they were found.
7. All trash must be removed by Renter and/or caterer from floors, counters, stage, courtyard and any area used by Renter or Renter's Guest(s), or vendors. All trash is to be placed in the dumpster in back of parking lot. Replace all trash bags. See TLC's representative for replacement bags.
8. Arrangements may be made in advance with the TLC's representative for access to vacuum cleaner, brooms, and mops if needed.
9. Illegal substances are strictly prohibited in any church-owned facility or on its grounds. People using illegal substances will be asked to leave and may be prosecuted.
10. The use of any tobacco products inside any church-owned facility is strictly prohibited. (Those smoking outside shall properly dispose of their own cigarette butts.) People abusing tobacco will be asked to leave.
11. Renter must notify TLC of all known vendors participating in the event one (1) month prior to the event.
12. Rental includes the use of TLC's tables, chairs, microphone, projector, and screen.

## **CLEANING:**

A check or credit card authorization for \$160 will be required. If the facility is left in order, the deposit will be refunded within two weeks of the event.

The renter will inspect the premises and accept it in its present condition. If Renter or its vendors fail to return the premises to TLC, in the condition in which it was delivered prior to the event, a cleaning fee of \$160 will be charged.

If Renter chooses to provide cleaning services, the following is required:

1. All floors in areas used including kitchen, bathrooms and Fellowship Hall, Gathering Place must be swept and mopped if needed.

If Renter chooses to contract for cleaning services, the following is required:

2. They must notify TLC's representative at least two weeks prior to the event for scheduling and contracted rate purposes.
1. Cleaning service will include the following: All trash removed; all tables cleaned; floors cleaned; kitchen cleaned; tables and chairs returned to format required for Sunday morning (8 tables with 8 chairs each remain on the floor in addition to two rectangular tables between the two entry doors into the kitchen).

Excess water and ice may be poured on flower beds or grassy areas away from Fellowship Hall.

## **ENTERTAINMENT:**

1. Electrical cords or cables will not be laid across or taped to floors. Electrical modifications will not be made to the facility to accommodate temporary sound or lighting equipment without written approval from TLC.

## **PARKING:**

1. Parking is available in the church parking lot. The number of available spaces is not guaranteed.

## **LIABILITY:**

1. TLC requires that the Renter obtain its own general liability insurance to protect against any losses, Insurance requirements include \$1,000,000 (one million) per occurrence of Commercial General Liability Insurance coverage. TLC must be named as additional insured in such policy. The Renter agrees to indemnify and hold harmless TLC and its agents from all liability whatsoever arising from the Renter's use of the premises.

### **COMPLIANCE WITH LAWS:**

1. Renter agrees not to violate any laws, ordinance, rules, or regulations of any applicable government authority.
2. Any requested variation from the Policy for Using Church-Owned Facilities by Non-Profits or other special considerations must be submitted in writing and approved by TLC. Verbal agreements are not valid.

### **DATE CONFIRMATION:**

1. Triumphant Lutheran Church has the right to cancel this contract within thirty (30) days of the date of this event. The only reason for the cancellation would be for a paid rental, which would have priority.

### **FACILITY RENTAL**

1. **DAYTIME RENTALS:** Include any Event that takes place during office hours, Monday-Friday 9:00 am to 5:00 pm. Rental is based on either a four (4) or eight (8) hour time period and includes the use of lectern, and tables and chairs.
2. **WEEKNIGHT RENTALS:** Evening rental includes any event that takes place after 5:00 pm Monday thru Thursday. Rental is based on either a four (4) or eight (8) hour time period and includes the use of lectern, tables and chairs.
3. **WEEKEND RENTALS:** Weekend rental includes any event that takes place after 5:00 PM on Friday, or on Saturday, Sunday, or Holidays. Rental includes the use of lectern, and tables and chairs.
4. **Triumphant Lutheran Church Agent (TLC Agent):** If audio visual equipment is required, a TLC Agent will be required at the rate of \$25 per hour for the duration of the event. The fee is due and payable to TLC the day of the event. If the time exceeds the amount paid, additional funds are due the next business day at the TLC Office.

TRIUMPHANT LUTHERAN CHURCH

**Facility Use Agreement-Nonprofit and Other Community Organizations**

This Facility Use Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, between Triumphant Lutheran Church (TLC), located at 21315 Bat Cave Road, Garden Ridge, Texas and \_\_\_\_\_ (Renter.)

1. TLC agrees to allow Renter to conduct \_\_\_\_\_ (Event) on TLC premises as follows:

Description of space: \_\_\_\_\_

2. TLC will make the above described space available as follows:

Date(s) of use: \_\_\_\_\_

Hours (setup and clean up are included as part of total hours: \_\_\_\_\_)

3. The Renter will sign a **Release of Liability Agreement** fully indemnifying the church for any injury that may occur during the use of this facility.

4. The Renter will provide a **Certificate of Insurance** naming TLC as the "Additionally Insured."

5. Either TLC or the Renter, with a thirty (30) day notice, may terminate this Facility Use Agreement

6. Any use of the facilities by anyone other than the Renter, when the Renter has allowed entrance, will be cause for immediate cancellation of this **Facility Use Agreement**.

7. The Renter agrees to follow the **Facility Use Rules** as attached.

FACILITIES USE FEES

(For Nonprofits and Other Community Organizations)

**Cleaning Fee Deposit** for events that exceed 25 attendees: Renter will provide a \$160 cleaning fee deposit in the form of a check or credit card authorization. Check or credit card authorization will be returned within two weeks if area is returned in same condition as received. (See Cleaning Requirements List)

**Audio/Visual System:** If audio visual system is required, a TLC Agent will be required for the duration of the event at a cost of \$25 per hour.

Through the coordination with the Rental Facility Manager, we ask that your group either:

1. Donate an appropriate amount to be used by TLC or take up a free will offering of the individuals using the facility.
2. If appropriate, donation of canned goods or other items that can be donated to charities that TLC supports.

\_\_\_\_\_  
Renter Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Church Agent Signature

\_\_\_\_\_  
Date

**TRIUMPHANT LUTHERAN CHURCH**  
***Release of Liability Agreement***  
**As of: January 1, 2015**

Name of Organization (Renter): \_\_\_\_\_

Participant's Name: \_\_\_\_\_

Authorized Agent for Renter Organization

Address: \_\_\_\_\_

E-mail \_\_\_\_\_

Home Phone: (\_\_\_\_) \_\_\_\_\_ Cell Phone (\_\_\_\_) \_\_\_\_\_ Business Phone (\_\_\_\_) \_\_\_\_\_

Intended Use of Facility: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Phone (\_\_\_\_) \_\_\_\_\_

**FOR AND IN CONSIDERATION OF** the agreement by **Triumphant Lutheran Church (TLC)**, a not-for-profit Texas corporation, to allow Renter use of and access to activity space in the church, located at 21315 Bat Cave Road, Garden Ridge, Texas, I the undersigned, do hereby agree and acknowledge as follows:

For the good and valuable consideration described above, I, on behalf of myself and as a representative for the Renter, hereby release and forever discharge TLC, its officers, agents, employees, insurers and members of its congregation from any and all claims, actions or causes of action for liability of any kind, including any personal injury which members of Renter group may receive arising from, or growing out of, directly or indirectly, by participating in any activity, whether or not such is caused by the negligence of any kind on the part of any officer, agent, employee, insurer or member of the congregation (collectively the "Releasing Parties") of TLC, including ordinary, gross, wanton, or willful negligence. This release includes, but is not limited to: (a) injuries which result in permanent disability or death, and (b) injuries caused in whole or in part by any negligence of the Releasing Parties, or any of them.

I further acknowledge that TLC does not provide insurance coverage for any Activity, that I am not relying on the existence of its insurance coverage in the event of any injury to myself or members of Renter group. I have provided TLC with a ***Certificate of Insurance*** and have named it specifically as an "Additionally Insured" party.

This release shall be governed by the laws of the State of Texas and is intended to be as broad and as inclusive as permitted by applicable law. If any portion is held invalid, the balance will continue in full legal force and effect.

I represent to the Released Parties that I am at least twenty-one (21) years of age and have read this release form. I understand and agree to all of its terms, without duress, coercion, undue influence or otherwise.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Participant or Authorized Agent for  
Renter Organization