

Mayer Lutheran High School Facilities Use Policy

The Executive Director or his official designee must approve all uses of school property and facilities. Generally, priority shall be given to activities directly related to the mission and ministry of Mayer Lutheran High School, organized groups that are part of the school, or sponsored activities of the school.

Mayer Lutheran High School believes that its property and facilities are to be used for the fellowship of the Body of Christ and to bring glory to God. Facility use will not be permitted to persons or groups holding, advancing, or advocating beliefs or practices that conflict with the church's faith or moral teachings, which are summarized in, among other places, the school's constitution and bylaws, and in various places on its website (www.mayerlutheran.org) and on the website of The Lutheran Church—Missouri Synod (www.lcms.org).

This facility use policy is consistent with our belief that allowing our property and facilities to be used for purposes that we determine are contrary to this school's beliefs would be an endorsement of those purposes and a contradiction and grave violation of the church's faith and religious practice (2 Cor. 6:14; 1Thess. 5:22). Further, it is important that the school present a consistent message to the community and that the school staff and members conscientiously maintain that message as part of their Christian life and as a witness to others that is consistent with the Gospel of Jesus Christ. Therefore, in no event shall persons or groups who hold, advance, or advocate beliefs, or advance, advocate, or engage in practices that contradict the school's statement of belief use any school's facility. Nor may school facilities be used in any way that contradicts the school's statement of belief. This policy applies to all school facilities. The school understands all of its property as a gift from God to be received with thanksgiving and to be set apart and used to the honor of Jesus' name in ways that are consistent with our faith in Him (Col. 3:17).

Consistent with this policy, school property, facilities and equipment will be made available to non-members or outside groups which affirm that their beliefs and practices and planned uses of the facilities are consistent with the school's statement of belief and practice.

Facility Use Hours

Facilities are available during the following hours:

Monday, Tuesday, Thursday, Friday, Saturday	6 am to 10 pm on Non-School Days 6 pm to 10 pm on School Days
Wednesday	6 am to 6 pm on Non-School Days
Sunday	1 pm to 10 pm

The facilities are not available on Maundy Thursday, Good Friday, Easter, Ascension, Christmas Eve, and Christmas.

Use outside these hours may be approved by the Executive Director or official designee.

Rental Facilities Process

- Requests for use of Mayer Lutheran facilities must be requested online through the Facilities Rental website (<https://fs-mayerlutheran.rschooltoday.com>).
- Upon approval, a facilities use contract will be sent to the requestor. (applicants must be minimum age of 21)
- A signed copy of the facilities use contract must be returned to the Director of Facilities-Marketing at least 48 hours before the initial event. This contract will be valid until the end of the fiscal year (August 1-July 31).
- A \$300 security deposit will be required for each fiscal year.
- The \$300 security deposit will be held until the final event or the end of the fiscal year, at which point the Director of Facilities-Marketing will communicate with the renter about the return of the deposit.
- Upon completion of the event, the Director of Facilities Marketing will review the charges with the business office, an invoice prepared and forwarded to the requestor.
- In the event that MLHS needs to cancel the request due to a scheduling conflict. MLHS will notify the applicant as soon as possible and no fees will be assessed.
- MLHS reserves the right to cancel any reservation at any time. Any activity that may violate good morals, manners, or taste, or may be injurious to the buildings, grounds, or equipment will not be permitted.

SCHEDULING AND FEES

SCHEDULING WILL BE APPROVED ON A FIRST COME FIRST SERVED BASIS

Mayer Lutheran High School-Sponsored Activities

- Mayer Lutheran High School-sponsored activities: Refers to grades 9-12 programs and co-curricular activities. School-sponsored groups will not be assessed rental fees and have first priority of scheduling.
- Class Reunions held on campus will not be charged.

Mayer Lutheran High School Association churches and schools will not be charged facility rental fees for church services and school programs.

Category 1 The following groups will be able to rent the facility as the schedule allows for 50% of full rental rates:

- Mayer Lutheran High School Association churches and schools
- Members of Mayer Lutheran High School Association churches and schools
- Parents of current Mayer Lutheran High School students
- Parents of Mayer Lutheran High School alumni
- Mayer Lutheran High School Alumni

Category 2 Nonprofit community groups that possess a 501 (c) (3) or 501 (c) (4) will be assessed 75% of full rental rates.

Category 3 Individuals and for profit businesses will be assessed full rental rates.

Current and retired faculty and staff, including coaches, can request the facility as available. Fees will be determined by the Executive Director or his designee.

CANCELLATION POLICY:

- Cancellations must be made at least 48 hours in advanced of scheduled use. Failure to notify with in the time period will result in a cancellation fee equal to twice the rental amount. Cancellations due to unforeseen circumstances (i.e. weather) will be handled on a case by-case-basis.

OTHER FEE AND SCHEDULE INFORMATION:

- Fee schedules are subject to change August 1 of each calendar year.
- Use Permits are non-transferable as the user agrees not to subcontract, assign, or sublet its right to use the facility pursuant to the agreement.
- An approved permit shall not be considered by the holder as a lease and MLHS reserves the right to cancel or revoke any permit at any time with or without cause. In the event of such a cancellation or revocation, there shall be no claim or right to damages or compensation on account of any loss, damage, or expense whatsoever.

Additional Information

1. Tobacco use on campus is not allowed.
2. Abusive and/or obscene language or music is not allowed.
3. MLHS prohibits the use or possession of guns on school grounds.
4. Groups are restricted to only those areas of the facility that the group has reserved.
5. School equipment used during the rental must be put back in its original location, unless arranged otherwise prior to the event.
6. All lights must be turned off and doors locked upon departure.
7. Clean-up is the responsibility of the group using the facility. A janitorial fee may be charged for clean-up as agreed upon in the reservation process.
8. Any person or group must sign the “School Facility Reservation Request and Agreement” form prior to reservation of school facilities.
9. Facility usage requires the presence of adult supervision at all times. Program leaders must be the last people out of the building and be sure the area that they are leaving is clean and secured. A fee to cover custodial fees may be charged if the facility is not clean.
10. Note that certain unanticipated events may require your event to be relocated.
11. The school is not responsible for theft or damage to personal property brought into the building.
12. Any group using school facilities acknowledges that they will not bring or allow dangerous items to be brought into the facility.
13. This document constitutes the entire agreement between the parties and is not assignable.
14. Door unlock schedules will be communicated directly with the renter prior to the event.

Insurance

For all non-school-sponsored events, the group or person using the facilities should obtain liability insurance coverage in the amount of at least \$1 million. The user must also sign the Acknowledgement Form and the Indemnity and Hold Harmless Agreement.

Facilities and Personnel Fees Schedule

All rates are hourly			
	Category 1 (50%)	Category 2 (75%)	Category 3 (100%)
Field House Courts 1-4	\$12.50	\$18.75	\$25
Stadium Field	\$75	\$112.50	\$150
Competition Gym Courts 1-2	\$12.50	\$18.75	\$25
Baseball Field	\$25	\$37.50	\$50
Practice Fields	\$25	\$37.50	\$50
Fine Arts Center	\$25	\$37.50	\$50
Fine Arts Center Lobby	\$12.50	\$18.75	\$25
Cafeteria	\$12.50	\$18.75	\$25
Kitchen	\$25	\$37.50	\$50
Classroom	\$12.50	\$18.75	\$25
Commons Area	\$25	\$37.50	\$50
Batting Cage	\$12.50	\$18.75	\$50

Packages for Large Events (Graduation Parties, Anniversaries, Weddings, etc.), Tournaments and Recitals are available for request.

Additional Fees: \$30 per hour, per person

- **Building Supervisor**
- **Sound/Light Technician**
- **Custodian**
- **Kitchen Staff**

NOTE Personnel rates are not subject to tiered discounts.

ACKNOWLEDGEMENT AGREEMENT

I affirm that:

1. I understand that the school does not allow its facilities to be used in a way that contradicts its faith or by persons or groups holding beliefs that contradict the school's statement of belief.
2. To the best of my knowledge, the purpose for which I am requesting use of school facilities will not contradict the school's statement of belief, and I commit to promptly disclose any potential conflict of which I am aware or become aware to school staff.
3. I am not aware of any beliefs that are professed by me or the organization I represent and which is requesting use of the school's facilities that contradict the beliefs of the school. I agree to promptly disclose any potential conflicts in belief to school staff. I understand that upon approval of my facilities use request, I will need to provide a security deposit in the amount of \$300 and a certificate of liability insurance, if applicable.
4. I understand that the school does not allow its facilities to be generally available to the public, and that my use of these facilities is subject to the Executive Director's approval, or his designee, which is conditioned in part on my agreement to the requirements in the "School Facility Use Policy," a copy of which I have read and understood.
5. I understand that I will be responsible for any damages to the school facilities resulting from this proposed use of facilities.
I understand that I will assume liability for any property damage which occurs during the use of the facility. I will indemnify the school for all damage to the school or other property occurring during the scheduled activity by persons participating or in attendance. I will report to the school representative any loss, breakage, or repairs needed for facilities or equipment damaged during the time of my use of the facilities.
6. The school believes disputes are to be worked out between parties without recourse to the courts. See, generally, Matt. 18 and 1 Cor. 6. Accordingly, users of the facility agree to attempt resolution of any disputes through Christian mediation.

Name

Date

Indemnity and Hold Harmless Agreement

I affirm that:

1. Hold Harmless. _____ shall fully defend, indemnify, and hold harmless Mayer Lutheran High School from any and all claims, lawsuits, demands, causes of action, liability, loss, damage and/or injury, of any kind whatsoever (including without limitation all claims for monetary loss, property damage, equitable relief, personal injury and/or wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of, in any way whatsoever, any acts, omissions, negligence, or willful misconduct on the part of _____, its officers, owners, personnel, employees, agents, contractors, invitees, or volunteers. This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and any reimbursements to Mayer Lutheran High School for all legal fees, expenses, and costs incurred by it.

2. Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the actual legal power, right, and authority to make this Agreement and bind each respective Party.

3. Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

4. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.

5. Attorneys' Fees and Costs. If any legal action or other proceeding is brought in connection with this Agreement, the successful or prevailing Party, if any, shall be entitled to recover reasonable attorneys' fees and other related costs, in addition to any other relief to which that Party is entitled. In the event that it is the subject of dispute, the court or trier of fact who presides over such legal action or proceeding is empowered to determine which Party, if any, is the prevailing party in accordance with this provision.

6. Entire Agreement. This Agreement contains the entire agreement between the Parties related to the matters specified herein, and supersedes any prior oral or written statements or agreements between the Parties related to such matters.

7. Enforceability, Severability, and Reformation. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. The intent of the Parties is to provide as broad an indemnification as possible under Minnesota law. In the event that any aspect of this Agreement is deemed unenforceable, the court is empowered to modify this Agreement to give the broadest possible interpretation permitted under Minnesota law.

8. Applicable Law. This Agreement shall be governed exclusively by the laws of Minnesota, without regard to conflict of law provisions.

9. Exclusive Venue and Jurisdiction. Any lawsuit or legal proceeding arising out of or relating to this Agreement in any way whatsoever shall be exclusively brought and litigated in the federal and state courts of Minnesota. Each Party expressly consents and submits to this exclusive jurisdiction and exclusive venue. Each Party expressly waives the right to challenge this jurisdiction and/or venue as improper or inconvenient. Each Party consents to the dismissal of any lawsuit that they bring in any other jurisdiction or venue.

10. Signatures. This Agreement shall be signed on behalf of Lutheran High School in Mayer Association by the Executive Director, or designee, and on behalf of _____ by _____, and effective as of the date first written above.

Sponsor's Authorized Signature

Date

Mayer Lutheran High School Representative
Mayer Lutheran High School Facilities Use Policy—

Date