

CHURCH FACILITIES USE POLICY

_____ Church (herein “Church”) may allow, at its discretion, the use of its facilities for activities not directly related to the operation of the Church.

COMPATIBLE USE

Mission of the Church: Non-Church related activities may be allowed when the goals of users are compatible with the Church. No activity shall be conducted on Church property that is incompatible with the Christian faith and the rules and doctrines of the Free Methodist Church – USA as delineated in Chapter 3 of the Book of Discipline.

As the spiritual authority of the Church, the Pastor and Board of Administration shall have non-appealable authority over a decision relative to whether a use is consistent with Christian theology, doctrine, and witness. Further, if an activity negatively reflects on the Church’s testimony to the community, then the Pastor and Board of Administration, in their sole discretion, may direct the denial of an application or cancel a calendared activity.

Safety: The Church may deny an application or cancel a calendared activity if determined that there is an unreasonable level of risk of injury to persons or property. A representative of the Church, given supervisory authority over a use of the facilities for a given event, has the inherent authority to stop said event in progress if, in his or her opinion, such action is necessary in order to protect life, health, and property.

PRIORITY USE

Church activities take priority over all other uses. For non-Church activities, first priority for space is to Church members.

PUBLIC ACCOMMODATION

Church facilities are not a place of *public accommodation*.

PROPERTY TAXES

The facilities are currently exempt from property taxes. Any use that jeopardizes the property tax exempt status of the Church is prohibited.

TAX EXEMPT RELIGIOUS NONPROFIT

The Church is a nonprofit religious corporation which is exempt from state and federal taxation. The Church will not permit non-Church users to engage in activities which could cause the Church to lose its nonprofit status.

INSURANCE

Users shall provide proof of insurance for the use of the facilities in an amount determined by the Church.

CANCELLATION OF AN EVENT

If the Pastor or Board of Administration, or their designee, determine that a calendared event must be cancelled or stopped, the Church shall refund the money to the user.

Exception: The Pastor or the Board of Administration, or their designee, may decline to refund money due to a false statement on the application or concealment of a material fact.

WEDDINGS

The Church deems *marriage* a religious institution. A wedding is a solemnization and celebration of a marriage. All weddings are subject to the Church's marriage doctrine which is memorialized in the Book of Discipline of the Free Methodist Church – USA.

USE FEES

The Church may charge a use fee to cover the performance of services or provision of things such as set up and tear down, staff, security, utilities, supplies, cleaning, wear and tear, damage deposits, etc. Such fees will be kept at below market value for the rental of like property. The charge of a use fee does not convert the use of Church facilities into a for-profit commercial transaction.

APPLICATION FOR USE OF CHURCH FACILITIES

Name of Applicant: _____

Name of Primary Contact Person: _____

Are you a member of the Church?

yes

no

If not a member of the Church, are you a member of another church?

yes

no

E-mail: _____ Tel: _____

Address:

Organization's Website:

Organization's Purpose: _____

Is the applicant a non-profit corporation?

yes

no

If *yes*, is an officer or director of the corporation a member of the Church?

yes

no

If *no*, is an officer or director of the corporation a member of another church?

yes

no

Purpose of Meeting: _____

Is this a wedding? (If yes the application requires signatures from both bride and groom).

yes

no

If not provided above, describe the activities at the meeting.

Estimated Number of Persons Attending: _____

Date of Event: _____

The Church may deny the application, at its sole discretion, due to incompatibility, including, but not limited to the following:

- scheduling;
- potential risks of injury to persons and property;
- activities are inconsistent with the Church's mission or messaging;
- the mission of the applicant organization is inconsistent with the Church's mission or messaging;
- incompatibility with the physical facilities;
- subjecting the Church to potential tax liability.

By signing below, the applicant attests that he or she has read the *Church Facilities Use Policy* and acknowledges the items below as follows:

- this application does not create a contract;
- the Church campus is private property and is not a place of public accommodation;

Signature

Printed Name

Dated: _____, 20____

Signature

Printed Name

Dated: _____, 20____

AGREEMENT FOR USE OF FACILITIES

The _____ Church (herein "Church") agrees to allow *insert name* (herein "user") to use certain facilities on its campus located at *insert Church physical address* under the conditions described below.

FACILITIES: *Insert description of areas for use, e.g., kitchen, rooms, outside areas, parking.*

DATE:

TIME: From _____[a/p].m. to _____[a/p].m.

PURPOSE: *Church to insert purpose, e.g., wedding, seminar.*

USER FEES: _____ agrees to submit funds in the amount of \$_____ by (*insert date*) as a below market user fee to cover the performance of services or provision of things, such as, set up and tear down, cleaning, supplies, utilities, wear and tear, church staff or other persons contracted by the Church for the activity.

CHURCH STAFF: The primary contact and onsite Church representative for the use of the facilities is: *insert name and contact info*

The Church will provide staff or contracted persons as follows:

Insert: (For example, sound technician, custodian, chef, security, IT, etc.)

CHURCH EQUIPMENT & SUPPLIES: *For example: projector, audio, coffee and bagels, etc.*

USER WILL PROVIDE: *For example: Catered food, sound equipment, parking/traffic attendants etc.*

MEDICAL ATTENTION:

The user authorizes employees, volunteers or persons contracted by the Church to administer first aid as they deem necessary to any participant in the activities described, or related to, this Agreement. The user also authorizes medical and surgical care and transportation to a medical facility or hospital for treatment necessary for the participant's well-being, at user's expense.

RELEASE

The user **AGREES TO RELEASE** Church and its pastors, elders, officers, staff, employees, volunteer workers, attorneys, agents, representatives, affiliates, successors-in-interest, and assigns (collectively "PROVIDERS") **from liability for injury, death, and property loss and damage that arises out of or results from the activities and events, including all liability which results from the NEGLIGENCE of PROVIDERS, or any other person or cause. This release of negligence applies to all activities that are in any way related to**

_____ Church and use of its facilities, whether or not such activities or use involve inherent risks.

MEDIATION AND ARBITRATION

User agrees to submit any claim or dispute that arises out of, or results from, any activity or event described or related to this Agreement to mediation and, if mediation is not successful, to legally binding arbitration. The mediation and legally binding arbitration shall be conducted in accordance with the *Rules of Procedure for Christian Conciliation* of the Institute for Christian Conciliation. Judgment upon an arbitration award may be entered in any court otherwise having jurisdiction. The choice of law shall be that of the State in which the Church campus is located.

INSURANCE

The user shall provide proof of insurance covering the event in the amount of \$_____.

INDEMNIFICATION

The user shall hold harmless and indemnify the Church, its Board, officers, employees and agents from and against any claims, demands, or causes of action whatsoever, including without limitation those arising on account of any injury or death of persons or damage to property caused by, or arising out of, or resulting from, the use of the facilities.

CANCELLATION OR STOPPAGE OF EVENT

The user understands that the Church may cancel a calendared activity if determined that the use is incompatible with the Church's mission, can cause harm to the Church's reputation, or there is an unreasonable level of risk of injury to persons or property. Further, the user understands and agrees that a representative of the Church, given supervisory authority over a use of the facilities described in

the Agreement, has the inherent authority to stop an event in progress if, in his or her opinion, such action is necessary in order to protect life, health, and property.

If the Church determines that a calendared event must be cancelled or stopped, the Church shall refund the money to the user.

Exception: The Church may decline to refund money due to a false statement on the application or concealment of a material fact.

The user and the Church have read the above and agree to its terms.

For the User

Date: _____, 20____

For the Church

Date: _____, 20____