

# USE OF CHURCH FACILITIES POLICY

## Introduction

This policy prescribes the rules and regulations under which the BH UCC shall make its facilities and equipment available for use by non-church groups. Any questions concerning the interpretation of this policy will be referred to the Chair of the Trustees or a designated member of the staff.

## Primary Use

The facilities and equipment of the BH UCC are first and foremost for the use of church members and regularly scheduled church programs and activities. When these facilities are not in use by church members and/or groups, they may be reserved for non-church groups.

## Non-Church Groups

The BH UCC will make its facilities and/or property available only to non-church groups that meet the following criteria:

- Groups whose purpose and objectives are generally compatible with those of the BH UCC and who do not seek to exploit the church's name or constituency.
- Groups that are willing and able to take responsibility for their activities and who are willing to abide by the BH UCC's rules and regulations.

## Priorities for Use

Priorities for the use of facilities, property and/or equipment by non-church groups will be given to Religious, Social, Educational, Civic, Cultural, and Community Service Groups.

## Supervision

All groups will be required to designate an individual, 21 years of age or older who will be responsible for the conduct of the group. This designated group leader must meet with staff prior to the anticipated use to review this agreement, rules and regulations and be oriented regarding each facility and/or equipment to be used. The BH UCC will require a minimum ratio of adult supervisors as follows:

- 1 adult to 8 children, age 48 months to 60 months, no more than 16 per group.
- 1 adult to 12 children, age 60 months to 72 months, no more than 24 per group.
- 1 adult to 12 children, age 72 months to 108 months, no more than 24 per group.
- 1 adult to 15 children, age 108 months to 144 months, no more than 24 per group.
- 1 adult to 15 children, age 12 to 15 years of age, no more than 25 per group.
- 1 adult to 20 youth, age 15 to 25 years of age, no more than 30 per group.

This ratio may be achieved by the use of additional qualified volunteers of the group. The adults provided by the group are responsible for supervising all with the group children during the event at all times including when they are in the rest rooms, and throughout the rest of the facility.

## **Standards of Conduct**

Any conduct contrary to the purpose of the BH UCC is prohibited. Smoking is specifically prohibited in all areas of the property. Consumption of alcoholic beverages and/or illegal drugs is specifically prohibited anywhere on the property or in the facilities. The church reserves the right to dismiss any individual and/or group that does not maintain the rules of conduct.

## **Certificate of Insurance -**

All groups will be required to provide a Certificate of Insurance naming the BH UCC as an "additional insured". Vendors of groups using facilities and/or property shall also provide a Certificate of Insurance. Coverage extended to the church shall not be less than \$1,000,000 and shall be provided prior to the event.

## **Responsibility for Damage**

The individual responsible for the group and the group as a whole shall be responsible for all damages to the facilities, property, and/or equipment caused by the group. A security deposit may be required. The group will be notified within 36 hours of the damage and payment required.

## **Loss of Personal Property**

The Church assumes no responsibility for the personal property of individuals or groups utilizing the facilities and/or property.

## **Use of Church's Name**

Use of the BH UCC's facilities does not imply endorsement or sponsorship of any event by the church. Therefore, promotion shall be designed in such a way that no suggestion of endorsement or sponsorship is implied.

## **Admission Fees**

Admission fees shall not be charged without prior written approval by the church.

## **Food/Entertainment**

Use of a caterer and/or entertainment shall be subject to the approval of the church and the group will be responsible for any and all liability arising out their services, products, or presence at the church facility.

## **Decorations**

Decorations for any event may be used only upon prior approval by the BH UCC. Removal of Decorations shall be the responsibility of \_\_\_\_\_.

**Rate Schedule**

Room(s) \_\_\_\_\_ Rate per hour/per day \_\_\_\_\_

Facility \_\_\_\_\_ Rate per hour/per day \_\_\_\_\_

Equipment \_\_\_\_\_

\_\_\_\_\_ Rate per hour/per day \_\_\_\_\_

**Administration**

Administration of this policy/agreement shall be the responsibility of the Chair of the Trustees or a designated member of the staff. An officer of the BH UCC shall approve exceptions to the policy. Each group shall have completed a Facility Use Agreement prior to the event(s).

## FACILITIES USE AGREEMENT

The undersigned, on behalf of the group or organization using the BH UCC facility, represents that he/she is a representative of the organization authorized to enter into this facilities contract by and bind between the BH UCC and the organization. In so doing, the undersigned, on behalf of the organization, agrees as follows:

1. It is agreed that the user organization will defend, hold harmless, and indemnify the BH UCC against any and all claims and losses arising in any way out of the use of the facilities by the organization and any of its members or participants;
2. The user organization has a policy of comprehensive general liability insurance, with limits of \$1,000,000 personal injury, sickness, or death per any one occurrence and one \$1,000,000 for loss or property damage per any one occurrence. User hereby agrees to provide the BH UCC with a certificate of insurance reflecting the liability insurance covering both the User and the BH UCC. It is understood that such certificate of endorsement shall specifically identify the BH UCC as an additional insured to the contract of insurance issued to the User, and shall not limit the BH UCC's coverage to the acts or omissions of the User. The insurance carrier shall not look to any insurance of the BH UCC for contributions towards any liability claim involving the user organization or arising out of the use of the facilities by the user organization or any of its members or activity participants. The user organization policy carrier shall be required to notify the BH UCC within 30 days of any changes to the policy or terms of coverage and of any cancellation of the policy by the insurance carrier or the user organization. The policy of liability insurance on which the BH UCC is named as an additional insured shall be enforced throughout the period of time that the BH UCC facility is used by the user organization;
3. User organization represents that it has Workers' Compensation Insurance, including Occupational Disease in accordance with the state laws of a limit of \$500,000 per Person and \$500,000 per accident; and
4. That the user organization has read, understands, and agrees to comply with the provisions of the Facility Use Policy.

It is understood by the user organization that the use of facility reservation is not confined until the BH UCC approves the agreement, the Certificate of Insurance is provided and accepted by the BH UCC, and the deposit is paid.

Event: \_\_\_\_\_

Date of Event: \_\_\_\_\_

Times of Event: \_\_\_\_\_

Group Name: \_\_\_\_\_

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

Printed Name of Authorized User Organization Representative:

\_\_\_\_\_

Signature of Authorized User Organization Representative:

\_\_\_\_\_

Title/Position of Authorized User Organization Representative:

\_\_\_\_\_

Home Address of Authorized User Organization Representative:

\_\_\_\_\_

Home Telephone Number of Authorized User Organization Representative:

\_\_\_\_\_

Business Telephone Number of Authorized User Organization Representative:

\_\_\_\_\_

Date of Execution of the Agreement: \_\_\_\_\_

Approved by BHUCC: \_\_\_\_\_