

FACILITY USE POLICY 2016

Vision Statement: Sharing God's love to make followers of Jesus who serve all people.

Mission Statement: Helping people know the love of Jesus.

Core Values: Worship ... Connect ... Serve

Facilities Use Philosophy

God has entrusted to Custer Road United Methodist Church (CRUMC) resources including church facilities. In keeping with our mission to provide opportunities for worship, nurture, fellowship, service and witness, the following guidelines for the use of CRUMC facilities are established as an extension of our stewardship of the resources God has placed in our care.

God has blessed CRUMC with these facilities to carry out the mission of the church. As good stewards, proper oversight must be given to ensure:

- a) Facilities exist and are maintained to effectively carry out the ministry objectives and goals of the church;
- b) Users exercise proper care and safety, including but not limited to those guidelines set forth under Ministry Safe;
- c) Facilities are protected against loss or misuse; and
- d) Proper maintenance is managed in order to extend the life of the facilities.

Criteria for Use of Church Property

Activities must fit with who we are and what we believe as CRUMC and be consistent with the Mission Statement of CRUMC and The Social Principles of the United Methodist Church;

- a) Space Availability;
- b) How use impacts other programs, ministries and other activities already scheduled;
- c) Evaluation of safety and legal issues and/or concerns; and
- d) Respect of property – has group used facilities before and how they treated them or left them at the end of their use.

Guidelines for Use of Church Facility and Property

The facilities and equipment of CRUMC exist for the primary purpose of being used by its members through its ministries and affiliated organizations. The priority of use shall be as follows:

- 1) Recognized Groups within the Church (“Recognized Groups”)
 - a. Church services (i.e., worship services, Sunday school, etc.);
 - b. Regularly scheduled church ministries and activities (i.e., Youth & Childrens’ Ministries, church committees, UMM & UWM organizations, Bible studies of the church, etc.);
 - c. Church sponsored activities (i.e., Boy Scouts, Girl Scouts, Treasured Times, Friday NITE Friends, etc.).

- 2) Church Members
 - a. Weddings and Funerals (see Wedding Policy for details);
 - b. Music recitals (not including private or for-profit recitals for students);
 - c. Other Informal Church Sponsored requests (i.e., use of 17 acres, soccer fields, and volleyball courts, etc.);
- 3) Outside Organizations
 - All outside organizations whether non-profit or for profit will need to provide a Certificate of Liability Insurance within 14 business days of being notified that their event has been approved, showing CRUMC as a named insured party. In addition, whether stated on the Certificate or in a letter from the organization's insurance carrier/agent/broker that as a "Named Insured" party on organization's policy, CRUMC has all the same rights and claims to the policy as the organization/primary insured party.
 - Any outside organization may be required, at the option of the church, to present their by-laws, charter, mission/vision statement and other similar information for review and consideration for allowing such group to use the church's facilities and for other purposes.
 - CRUMC reserves the right to revoke or terminate an arrangement or commitment at any time for any reason by so informing such group or organization that they can no longer use such church facilities.
 - Non-profit organizations and institutions provided they are sponsored by the church and provide a copy of their 501(c)(3) IRS status.
 - Qualified governmental agencies
 - For Profit Organizations – For profit organizations that meet the test of the Mission Statement will be reviewed and approved or denied on a case-by-case basis by the Board of Trustees of CRUMC and such organization will be notified accordingly of the Board's decision.

Arrangements and Scheduling

To initiate the process for requesting the use of CRUMC space a Facility Use Request Form can be downloaded from the church's website, completed and submitted to the church's Business Administrator 30 days in advance of the date space is being requested . The form will be considered complete when:

- All information on form has been provided to the church's satisfaction.
- Proper insurance forms have been received with the request.
- Deposit has been paid.
- Party will certify they have read the church's Facility Use Policy and Facility Use Agreement.

No request is valid until approved in writing by the church.

Facility Use Agreement

Once a party has submitted a Facility Use Request Form and thereafter been notified they have been approved to use such space the party will be required to submit in writing a completed and executed Facility Use Agreement within three (3) business days after being notified. A Facility Use Agreement is for that particular date space is used unless stipulated and agreed to otherwise by the church. In no case is the agreement good after December 31 of each year and a new form will be completed along with all other documentation being submitted.

Usage & Fee Schedule General Terms

Recognized Groups as previously defined above and activities of Custer Road UMC, the North Texas Conference and District events and other approved sponsored activities or groups of the church shall in general pay no fees for the use of the facilities. There may be circumstances based on the particular situation whereby fees may apply and if so such group will be informed as soon as practical prior to the event.

The fees shown below for the respective areas are subject to change from time to time without notice. Such fees **do not** include the cost of set-up, tear down and clean-up, or for other help or services needed (e.g.; A/V assistance, music, organist, police officers, etc.).

The fees shown below cover the use of such space for a consecutive period of time not to exceed three (3) hours in length. If additional time is needed, there may be additional charges or costs incurred. An Event Coordinator will be present when the Sanctuary and/or Chapel are used by outside parties to assist and coordinate the needs of the party using such space and the cost of such service is included in the fees shown below for such space.

Fee Schedule Effective 4/1/2016 – 6/30/2017 *

Sanctuary

- \$ 725 Monday –Thursday
- \$ 825 Friday & Saturday

Chapel

- \$ 525 Monday – Thursday
- \$ 625 Friday & Saturday

\$ 125 - Normal size classroom

\$ 200 - Large/Double size classroom

\$ 450 - Fellowship Hall

\$ 325 - Fellowship Hall A/B

Note – If multiple rooms are requested for use on the same date and time by same party, consideration may be given (not guaranteed) to party as to pricing all requested space as a package.

These amounts **do not** apply to weddings (see Wedding Policy for details, requirements and fees). The Sanctuary and Chapel are generally not for use by outside parties either Saturday or Sundays. Request can be made, however no guarantee or commitment will be made that such space will be made available.

** Effective July 15, 2016, renovations will be undertaken in various areas of the facility. CRUMC reserves the right to reassign space as necessary based on the construction process to allow for the safety and comfort of all involved.*

Bundled Arrangements

A “Bundled Arrangement” is where one party is requesting to use multiple rooms on a single date or multiple dates, or a single room or space for a consecutive number of times over the course of a period of time. For example, a choir may want to request the use of three rooms every week for nine months out of the year. Under such circumstances that particular party should contact the church’s Business Administrator after completing the Facility Use Request Form to state your request for special pricing consideration given the situation.

In such circumstances the church will work with such party to check on availability, pricing and other needs, if any, and such arrangement will be documented in a letter summarizing the terms and conditions such space will be provided.

Deposits, Payment of Usage Fees & Cancellation Fees

A deposit of \$ 100 will be required to accompany the Facility Use Request Form. Such deposit shall be returned to party making the request if it is decided that space is not available or party is denied use of space. Otherwise said deposit shall be retained in the event of any damages or costs caused by party beyond normal wear and tear. Groups shall be responsible for the full cost for any and all damages caused by them beyond the amount of the deposit.

If request for use of space is not cancelled within 24 hours of event no deposit will be refunded.

Payment of fees will be due in full at least five (5) business days prior to date space has been scheduled for use.

Misc. Rules/ Items

1. Requesting a specific room will not guarantee use of that room. In consideration of the number of use requests, room use will be assigned based on the size of the group and type of activity. More than one group may be using different areas of the facility at the same time. Your group's activities are limited to the area(s) approved and the adjacent restrooms.
2. Unexpected significant events related to the mission of the church (i.e. funeral) will always have precedence over agreements for other uses.
3. User groups will reimburse the church for any damage to the facilities or its equipment. If damaged equipment must be replaced the church will make the actual purchase.
4. The official position of the United Methodist Church is that every church is a weapon-free zone, under Resolution #5011, 2008 Book of Resolutions. In reference to Texas law effective January 1, 2016 allowing Texans to openly carry handguns in their belt or shoulder holsters, the following notice will be posted on church property: ***“Pursuant to Section 30.07, Penal Code (trespass by license holder with an openly carried handgun,) a person licensed under Subchapter H, Chapter 411, Government Code (Handgun Licensing Law), may not enter this property with a handgun that is carried openly.”*** This notice will comply with Texas law with block letters at least 1 inch high and be printed in English and Spanish.
5. Use of alcohol, controlled or illegal substances, and/or tobacco products is not permitted on Church premises before, during or after an event.
6. Pursuant to CRUMC's Fund-Raising or Fund-Collection Policy, sale of merchandise is not permitted in the building or on any church property, unless previous approval has been granted by the Business Administrator and the Committee on Finance, and ***all*** proceeds are directed back to the Custer Road UMC sponsoring Ministry Area or approved designated recipient.
7. The Facility Use Policy does not include use of any child care areas. Child care is only available for CRUMC functions and is not provided or permitted for outside groups. The use of any child care areas for outside groups, including weddings and funerals, is not permitted.

8. The church retains the right to cancel any activity or agreement, and to deny access of the facility to any person or any group.
9. All groups that use the facilities shall be required to execute a Facilities Use Agreement in the same general form that is attached.

Facility Use Agreement

All groups using the facilities of Custer Road United Methodist Church (“the Church”) are required to sign and return this Facility Use Agreement (the “Agreement”). Please take a few minutes to carefully read the attached Facility Use Policy, which is incorporated into, and made a part of this Agreement. If you have questions, contact the Business Administrator of the Church at 972-618-3450.

This Agreement is entered into by and between Custer Road United Methodist Church, and the undersigned, referred to herein as the “Licensee.”

As used herein, the term “Facility” shall mean that room or portion of the Property which will be used by the Licensee. A description of the areas and times of usage covered by this Agreement are attached as **Exhibit “A.”** This Agreement is a license to use the Facility only on the terms, provisions and conditions set out herein, and for the period of time indicated on the attachment hereto.

WHEREAS, the Church is the owner of the land, and the improvements thereon (herein called the “Property”) located at 6601 Custer Road, Plano, Texas, and

WHEREAS, undersigned Licensee desires to use the Facilities on the terms and conditions set forth herein,

NOW, THEREFORE, in consideration of the license to the Licensee to use the Facilities, and for the mutual promises contained herein and other good and valuable consideration the parties hereto agree as follows:

1. The Church shall make available to Licensee the Facility, which is the designated area indicated on the attachment hereto, at the date and times so indicated on the attachment, and subject to the terms and provisions of this Agreement.
2. _____ is the “Contact Person.” The Contact Person represents and warrants that he (or she) has the authority to sign this Agreement on behalf of the Licensee and all members of the Licensee organization, and when signed is binding on the Licensee organization.
3. Licensee agrees to indemnify, release and hold harmless the Church, its administrators, employees, agents and members of the Church from all losses, costs, demands, claims, damages or expenses resulting from injury (including death) to persons or damage to property arising out of Licensee’s use or presence in the herein described Facility, or any area of the Property of which the Facility is a part, including attorneys’ fees, court costs and other expenses which may be incurred by the Church.
4. Licensee has read this Facility Use Agreement and agrees to make all members of its organization who enter upon the property aware of the terms of this Agreement and the Facility Use Policy attached hereto, and shall require all such members to comply therewith.
5. The Licensee acknowledges that it has inspected the Facility, and it is satisfactory for the uses and purposes of Licensee.
6. The Licensee shall obtain and deliver to the Church (at the sole cost and expense of the Licensee) commercial general liability insurance on an “occurrence” basis against all claims resulting from the acts or omissions of Licensee, with limits of not less than \$1,000,000 per occurrence and \$1,000,000 as a general aggregate. Such insurance coverage shall include broad form property damage, with a limit of \$1,000,000 per occurrence. Such insurance policy or policies shall name the Church as an additional insured. Such policy or policies or a duplicate thereof with a certificate evidencing such coverage in effect, shall be delivered to the Church prior to entry into the Facility. Such policies obtained by Licensee shall be primary insurance for all claims under such policy and shall provide that any insurance carried by the Church is strictly excess, secondary and non-contributing with any insurance carried by Licensee. All such policies shall contain a provision that the company writing said policy will give to the Church at least 15 days notice, in writing, in advance of cancellation, modification or lapse of any such insurance. It understood that the Church shall not be liable to the Licensee for any injury to persons or damage to property, and all property left or stored within the Facility shall be at the sole risk of the Licensee.

7. This license is non-assignable.
8. The provisions contained herein represent the only agreement and understanding of the parties hereto, and this agreement may be not be altered, changed or amended except by instrument in writing signed by both parties hereto.
9. Time is of the essence with respect to the obligations of the parties hereunder.
10. Notwithstanding anything herein to the contrary, the Church shall in no event be liable to the Licensee, any of its members, agents, contractors or any other person for any indirect or consequential damages and no personal liability of any kind or character whatsoever now attaches or at any time hereafter shall attach to the Church or to any of its officers, administrators, members, congregants or employees for payment of any amounts due hereunder or performance of any obligations hereunder.
11. THE LICENSEE SPECIFICALLY ACKNOWLEDGES THAT THE CHURCH HAS NO DUTY TO PROVIDE SECURITY FOR ANY PORTION OF THE PROPERTY, AND LICENSEE HEREBY EXPRESSLY AGREES TO ASSUME SOLE RESPONSIBILITY AND LIABILITY FOR THE SECURITY OF ITSELF, ITS MEMBERS, EMPLOYEES, OFFICERS AND INVITEES, AND THEIR RESPECTIVE PROPERTY, IN, ON OR ABOUT THE PROPERTY INCLUDING, WITHOUT LIMITATION, THE FACILITY AND THE COMMON AREAS OF THE PROPERTY. THE LICENSEE EXPRESSLY HEREBY INDEMNIFIES AND HOLDS THE CHURCH HARMLESS FROM ANY CLAIM, INJURY, LOSS OR DAMAGE RESULTING FROM THE ACTS OF OTHER PARTIES (OTHER THAN THOSE WHO ARE MEMBERS OF OR REPRESENTING OR INVITEES OF THE LICENSEE) OCCURRING AT THE PROPERTY, INCLUDING REASONABLE ATTORNEY'S FEES AND ALL COSTS OF COURT.

IN WITNESS WHEREOF, the undersigned party has executed the Agreement as of the day and year written below.

LICENSEE: _____

By: _____

Printed Name: _____ (contact person)

Title _____ Dated: _____, 201__

Phone _____ Email: _____

CUSTER ROAD UNITED METHODIST CHURCH

By: _____

Title _____

Dated: _____, 201__

Keep a copy of this agreement for your own records. The original agreement and not a copy must be returned to the church office ten days in advance of the first facility use date.

Event Name: _____

Date(s) & Times of event: _____

Event Description: _____