

**United Methodist Church**  
**Facility Use Policy**

The Facility Use Policy (the “Policy”) stated here applies to all persons using \_\_\_\_\_ United Methodist Church (the “Church”) buildings, grounds, furnishings, and equipment (the “Facility” or “Premises”). Users, including individuals, groups, entities, and organizations (the “User” or “Users”) other than official church ministry groups are required to fill out a Request for Facility Use and to sign an additional Facility Use Agreement (the “Agreement”), if approved. Agreement to comply with these policies is mandatory.

1. **Compliance with the Book of Discipline and with tax-exempt status.** All approved activities must comply with the mandatory *Social Principles* of the United Methodist Church and relevant guidelines in *The Book of Discipline* of the United Methodist Church and must be consistent with IRS, Minnesota, and the Church’s guidelines for activities consistent with the Church’s tax-exempt status.
2. **Children and Youth Safety.** If children will be present, enough responsible and properly trained and screened adult leaders to comply with the Minnesota Conference’s approved *Safe Gatherings* policy must be present prior to and during the time when children/minors will be present and *Safe Gatherings* policies must be followed. The *Safe Gatherings* policy is available from the church office.
3. **Emergency, Premises Security, Lights/Electrical Equipment, Health Policies, HVAC System**
  - 3.1. The contact person should familiarize themselves with the emergency exits. Outside doors may not be propped open or blocked due to security and fire codes.
  - 3.2. All exterior windows shall be closed and locked; all outside doors shall be locked.
  - 3.3. Upon departure, all lights and electrical equipment shall be turned off in the bathrooms, hallways and other space used.
  - 3.4. No open flames are permitted at any time.
  - 3.5. If the Church has in place a current COVID or other health-related policy affecting your use of the premises, your group’s compliance is mandatory. Check with the pastor or church office prior to use.
  - 3.6. User may not modify any settings or operations of the Church’s heating, ventilation, or air conditioning systems, including the settings on programmable thermostats.
4. **Permitted Uses.**
  - 4.1. All uses are non-exclusive. The Church reserves the right to schedule other activities and events in other parts of the Church facilities.
  - 4.2. All uses incompatible with the Church’s own use are impermissible.
  - 4.3. Only the room(s), space(s), and equipment specified on the agreement may be used. It is the group’s responsibility to see that the room(s) or area that has been used is left clean and neat.
  - 4.4. Compliance with Minnesota, U.S., and local laws and ordinances, including zoning and noise ordinances, is required. Help us be good citizens and neighbors!
  - 4.5. All furniture and equipment must stay on the church premises.
  - 4.6. Groups are not permitted to attach anything to walls or windows without written permission.
  - 4.7. Tables, Chairs, and Kitchen Equipment stay on the premises, except as specifically approved by the Church. Non-members will not be permitted to remove tables and chairs from the premises under any circumstances.

Attach to Facility Use Agreement along with each approved Request

2021.10.24

- 4.8. Kitchen equipment must stay in the Church kitchen unless specifically approved by the Church.
- 4.9. **Tobacco & Alcohol Prohibited.** The use of alcohol, tobacco, illegal drugs, and controlled substances is prohibited in the building and on the grounds of the Church.
- 4.10. **Food and Beverages.** All refreshments (food and drink products) shall be dispensed only in the approved dining room. Exceptions may be allowed if prior permission is received.
- 4.11. **Weapons Prohibited.** No weapons of any kind, including firearms, are permitted on Church premises unless advance written permission was given by the Church.
- 4.12. **Persons Excluded from the Premises.** The Church may at any time and for any reason allowed by law, exclude any identified person(s) from the Premises and require the User also to exclude the identified person(s).

**5. Agreement Regarding Damage to the Premises, User's Assumption of Responsibility and Liability, Indemnity, Insurance, and Disclaimer**

- 5.1. *Damage to the Premises.* In the event of damage to the church facilities, those using any church facility shall accept the amount of repair and replacement costs as estimated, or otherwise directed, by the church Board of Trustees, or their designee, and shall pay the church for such repair and replacement upon demand.
- 5.2. *Assumption of Responsibility, Liability, Indemnity and Hold Harmless Agreement--*The User and any responsible person on behalf of the User agree to assume all responsibility for injury, damage, or liability of any kind to any person, and further agrees to indemnify and hold the Church and its members, individually, harmless from any liability and/or expense, in connection with the use of the Premises under this agreement, whether caused by the User or any of User's employees, contractors, agents, guests, invitees, and participants.
- 5.3. *Insurance* –the User is responsible for providing adequate insurance to indemnify the Church, the User and its employees, contractors, agents, guests, invitees, participants, and any third parties for injuries to person or property in relation to or arising from the use of our Premises. Each non-member User is required to complete and deliver to the church office a signed agreement and certificate of insurance as required by the Agreement.
- 5.4. *Express Disclaimer and Release*—the User, on behalf of itself and its employees, contractors, agents, guests, invitees, and participants, agrees it has inspected or waived inspection of the Premises and accepts them in "AS IS" condition and that the Church and its members are hereby released from all potential liability and responsibility for injuries that may occur to persons or property in relation to use of the Premises to the fullest extent permitted by Minnesota law.

**6. Modifications to the Policy and the Agreement**

- 6.1. To meet ministry needs (i.e. funeral, emergency), the Church will change dates, modify or cancel the Agreement, notifying the User when the conflicting use is known.
- 6.2. The Church has an absolute right to change its Policy and Agreement at any time, for any reason.

**7. Use Deposit, Damage Deposit, Other Fees**

- 7.1. The Church requires a use deposit and use fee from any non-member User and, for extraordinary events, may require them from a member User.
- 7.2. In addition, the Church may require advance payment of a garbage disposal fee and/or a damage deposit.

Attach to Facility Use Agreement along with each approved Request

2021.10.24

- 7.3. Required deposits and fees may vary based on the use.
- 7.4. After inspection by the Church, deposits will be returned, less any deductions to pay for damages or costs to the Premises.

**8. Departure Procedures:**

**8.1. Sanitizing Expectations/Trash/Health Policy.**

- Upon leaving you will need to disinfect the room(s), space(s), and equipment you used.
- Trash should be put in appropriate containers and lights turned off.

**8.2. Emergency, Premises Security, Lights/Electrical Equipment, Health Policies, HVAC System precautions (Section 3 above) must be followed exactly.**

8.3. Return Keys and other Church Property.

8.4. Notification to the Church. Notify the Church of your departure from the Premises and compliance with the policies immediately upon departure and please, also, notify the Church of any observed problems or concerns on the Premises.

### Standard Fees and Deposits Schedule:

**1. Standard Fees (non-refundable)**

- \$\_\_\_\_\_ Use fees for these events: \_\_\_\_\_
- \$\_\_\_\_\_ Garbage disposal fees: \_\_\_\_\_

Note: fees are to reimburse the Church for anticipated normal paperwork costs and wear and tear, consistent with non-profit and tax-exempt status of the Church

**2. Use deposits for specified events (weddings, showers, anniversaries, funerals, special groups, and family gatherings)**

- Members: No charge for the use of the building.
- Non-members:
  - \$\_\_\_\_\_ for the use of the Sanctuary
  - \$\_\_\_\_\_ for the use of the dining room
  - \$\_\_\_\_\_ to the UMW if a lunch or meal is served as per UMW guidelines
  - \$\_\_\_\_\_ other specified uses.

**3. Use deposits for continuing events or meetings by non-member groups**

- Members: No charge for the use of the building.
- Non-members:
  - \$\_\_\_\_\_ small meeting for use of the Sanctuary
  - \$\_\_\_\_\_ large meeting for use of the Sanctuary
  - \$\_\_\_\_\_ small meeting for use of the dining room
  - \$\_\_\_\_\_ large meeting for use of the dining room
  - \$\_\_\_\_\_ small meeting for use of the kitchen
  - \$\_\_\_\_\_ large meeting for use of the kitchen
  - \$\_\_\_\_\_ other continuing events or meetings

**4. Damage deposits, if any are required:**

- Members: \_\_\_\_\_

Attach to Facility Use Agreement along with each approved Request  
2021.10.24

- Non-members: \_\_\_\_\_