

Use of Church Property

Policy & Procedures: Policies for the operation and use of Heritage Fellowship Church (Heritage) facilities are under the following guidelines.

I. Building Use:

1. The philosophy underlying the policies for building use is that all church facilities shall be used to carry out the basic purpose and mission of the church. Policies should be kept in the spirit of bringing people to Christ.
2. Use of the church facilities shall be done in conformity with the church policies and procedures.
3. The party using the facilities is responsible for the cleanup of personal items and to rearrange the room(s) back in the order to which it was found.
4. 4. Regularly scheduled church meetings shall have first priority in building use. Other church related meetings shall have second priority. Outside organizations shall be eligible for building use when facilities are not being used by church groups and when their purpose is approved by the Pastor and Director of Operations/Facilities Director. Profit making enterprises shall not use the church facilities for any purpose.

II. POLICY STATEMENT: Equipment Use and Use of Facilities for Personal or Private Business

It will be the policy of Heritage Fellowship Church to restrict the use of the facilities, equipment, and resources for programs that do not meet the mission and purpose of the church. At no time will the facilities be used to conduct private business or promote a private enterprise by staff or lay members. This restriction does not include those individuals who are participating in sponsored programs of recreation or education for a specified period of time as approved by the Pastor.

1. The philosophy underlying policies for equipment use is that all the church equipment shall be used to carry out the basic purpose and mission of the church.
2. Regularly scheduled church activities shall have first priority on equipment use.
3. Each individual or group wishing to schedule the use of church equipment must complete the proper form. Forms are kept in the secretary's office.
4. The forms must be submitted to the Church Business Office pending approval.
5. An appointment with the Facility Manager will be scheduled to determine event time date, room allocation and other needs such as (food, AV, floor plan...). Allow three weeks for process to complete.

6. After approval, the Secretary schedules the use of the equipment.

7. The equipment must be returned in good working order. If there are any broken or damaged items, it must be reported to the church office and noted on the form.

III. Facility Use Requests

It will be the policy of this church that all requests for use of the facilities by members and nonmembers alike, be considered on a case basis. When use is authorized, groups will conform to Christian standards of decorum and activity. Compensation for use of the facility for functions not directly related to the programs and ministries of the church will be on a cost basis. In support of this use policy the following procedures will be utilized:

IV. Membership Organizations

- a. Use of the church facilities for non-regular church program activities will be arranged with the Facilities Manager. Requests for calendaring will be made by using HERITAGE FACILITY REQUEST FORM. When approved by the Facilities Director/Director of Operations or the Pastor, the activity will be placed on the church calendar.
- b. NO activity will be scheduled outside of normal church hours without approval from the Facilities Manager or the Pastor.
- c. Use of kitchen equipment is reserved for Heritage Hospitality Ministry.
- d. The arrangement of rooms, movement of furniture or equipment will be provided at the time of the arranged request by Facilities and custodial personnel.

V. Non Heritage Member Groups and Organizations

- a. Use of the facility or equipment will be made by completion of the FACILITY USAGE REQUEST FORM and forwarded by letter to the Facilities Manager by the leader of the group or organization desiring to use the facilities of Heritage.
- b. Authorization to use the facility will occur upon the recommendation of the Facilities Manager and the approval of the Pastor.
- c. Regular and special programs of Heritage Fellowship Church will always take precedence over requests by nonmember groups.
- d. A donation of \$350 per hour for use of the Sanctuary, \$175 per hour for the Chapel or the Virginia Calloway Fellowship Hall (minimum of 2 hours) and a fee of \$50 - \$75 per hour for class room space will be assessed for requesting groups based on space size needed. Fees are required one week prior to the use of the facility by the requesting group. Additional fees will be required if sound and video is needed.
- e. Weddings and Funeral rate do not apply to this policy (please refer to appropriate brochures for package pricing)
- f. The requester will recognize in writing their obligation to prohibit the use of alcohol and tobacco or the use of foul or untoward language or activity on the church premise.

- g. Use of the kitchen spaces will necessitate the presence of the Hospitality Ministry and or Church Staff.

Ministry Focus

It will be the policy of Heritage Fellowship Church to recognize our church facility as the House of God, and it is to be treated with dignity and respect. It will be used principally by this body for the consecrated study of the Word of God and for His Holy Worship. The following procedures apply:

1. Regularly scheduled ministry programs and activities will take precedence over all other uses of the facility.
2. The posting of signs, billboards, posters and publicity pieces will be on bulletin boards. No materials will be taped or affixed to walls, doors, or windows or any other equipment or structure that may be damaged.
3. Flowers and other decorative arrangements will be the responsibility of the Church Business Administrator (CBA).
4. No furniture or equipment may be moved, relocated, or modified except as directed by the Facilities Manager or his delegated authority.
5. No attachments may be made to any wall, temporary structure constructed, or modification made to any space without authorization of the Facilities Manager.
6. The organ, pianos and other musical instruments are the responsibility of the Minister of Music. Use of these items must have authorization.
7. The painting, utilization and habitability of all spaces, exterior and interior, will be the responsibility of the Facilities Manager.
8. Places of ministry, administration, recreation, and support will be configured to comply with the provisions provided for in national, state, and local requirements of the American's with Disability Act to ensure the broadest spectrum of individual will have access to Heritage.

VI. **Dances and Music:**

- In all dances, the dress, grooming, lighting, dancing styles, lyrics, and music should contribute to an atmosphere where the Spirit of the Lord can be present. Those who oversee dances should carefully follow the policies outlined below.
- A Performance Contract form should be used when hiring a band, orchestra, or disc jockey. This contract helps ensure that conduct and music are appropriate for events held on Church property.
- Those who provide music should not use inappropriate lyrics and should not dress or talk immodestly. Sponsors should hold auditions and make firm, clear agreements in writing that commit the persons who provide music to follow Church standards when performing for Church activities.

- The beat of the music, whether instrumental or vocal, should not overshadow the melody. The volume should be low enough to allow two people who are standing side by side to hear each other as they carry on a normal conversation.
- Lights should be bright enough for people to see across the room. Strobe lighting and psychedelic lighting that pulsate with the beat are not acceptable. Lights on the floor, in the corners of the room, or spotlighting walls and ceiling decorations are appropriate.

VII. **Safety Precautions**

Activities should involve minimal risk of injury or illness to participants. Activities should also involve minimal risk of damage to property. During activities, leaders make every effort to ensure safety. By planning effectively and following safety precautions, leaders can minimize the risk of accidents.

Activities should include appropriate training and proper supervision. They should also be appropriate for the participants' age and maturity.

Leaders should be prepared for emergencies that may occur. They should also know in advance how to contact local law enforcement and emergency services.

VIII. **Accident Response**

If an accident or injury occurs on Church property or during a Church-sponsored activity, leaders observe the following guidelines, as applicable:

Render first aid. If a person needs medical care beyond simple first aid, contact emergency medical services, Pastor or Facilities Manager, and the parent, guardian, or other next of kin.

In case of a missing person or fatality, immediately notify local law enforcement authorities and cooperate fully with them.

Provide emotional support. Do not encourage or discourage legal action against the Church, and do not make commitments on behalf of the Church.

Gather and preserve witness names and information, accounts of what happened, and photographs.

IX. **Accident Reporting**

The Pastor or Facilities Manager should be notified promptly if:

1. An accident, injury, or illness occurs on Church property or during a Church-sponsored activity.
2. A person who was participating in a Church-sponsored activity is missing.
3. Damage to private, public, or Church property occurs during a Church-sponsored activity.

4. If a person has been seriously injured or is missing, if property has been seriously damaged, or if legal action is threatened or anticipated, contact the Pastor (or a Facilities Manager under his direction)

X. **Observance**

No Church-sponsored or private events are to be scheduled during Service hours.

XI **Food Service Waiver**

There can be no charge to attend a waived event. All food or beverages cannot be sold to attendees thus must be complimentary. All food and/or beverage prepared off site and served to attendee's served buffet style, self-serve potluck and or use of an outsourced caterer. It is hereby agreed that the aforementioned group will indemnify and hold harmless the Heritage Fellowship Church from any claims or actions which may arise from the provision of food at the event described herein, and that you agree to properly refrigerate and hold all perishable items.

XII **Taxable Activities**

Sponsors ensure that activities do not jeopardize the Church's tax-exempt status. (see, sec.00.1)

00.1 Policies on Using Church Buildings and Other Property

Church buildings and other property are to be used for worship, religious instruction, and other Church-related activities. Church property should not be used for commercial or political purposes, which would violate laws that permit its tax exemption. Nor may property be used for other purposes that would violate these laws. The following list provides examples of uses that are not approved:

1. Renting or leasing Church facilities for commercial purposes.
2. Promoting business ventures or investment enterprises, including posting commercial advertising or sponsoring commercial entertainment.
3. Buying, selling, or promoting products, services, publications, or creative works or demonstrating wares.
4. Holding unauthorized fund-raising activities.
5. Hosting speakers or instructors who are paid a fee, who recruit participants, or who solicit customers or clients while giving seminars, lessons, aerobics classes, and so on.
6. Holding organized athletic events that are not sponsored by the Church, including practices.
7. The use of Church property should not pose a significant risk of harm to participants or to the property. Nor should it unduly expose the Church to liability or disturb surrounding neighbors.
8. For liability reasons, a Food Waiver Application must be submitted for approval prior to hosting any event using goods or services from an outside vendor. By submitting, a Food Waiver Application, the contact or coordinator is agreeing on behalf of the group or organization to release Heritage Fellowship from any and all responsibility or liability for any

injury or illness resulting from consumption of any food or beverage which The Hospitality Ministry did not prepare, distribute or provide. In addition, the reserving individual/organization or department is responsible for ensuring all Church policies are in compliance, including displaying the approved food waiver at the event.

FACILITY UTILIZATION REQUEST
HERITAGE FELLOWSHIP CHURCH

Date of Request _____ Calendar Date Requested _____

Group _____ Type of Function _____

Other (Specify) _____

SPACE UTILIZATION

Area Requested _____ Time: _____ until _____

Diagram of Special Arrangements on Back? Yes ___ No ___

Special Equipment and Material Requirements:

Person Who Will Secure the Building _____

EQUIPMENT REQUEST

Type and Amount of Equipment Required:

FOOD SERVICE

Type of Function _____

Catered _____

Cost Limitations _____

Special Seating Arrangements Noted Above Yes ___ No ___

FOOD SERVICE WAIVER

I clearly understand that there can be no charge to attend a waived event. All food or beverages cannot be sold to attendees thus must be complimentary. All food and/or beverage prepared off site and served to attendee's Served Buffet style, self-serve Potluck and or use of an outsourced Caterer. It is hereby agreed that the aforementioned group will indemnify and hold harmless the Heritage Fellowship Church from any claims or actions which may arise from the provision of food at the event described herein, and that you agree to properly refrigerate and hold all perishable items.

For User Organization:

Signature: _____

Printed Name: _____

Date: _____

IN CHARGE

Contact Person for the Event _____ Telephone/email _____

MINISTRY APPROVALS

CHURCH OFFICE ___ MIN MUSIC ___ CHURCH HOSTESS ___ RECREATION MIN ___ OTHER ___

CHURCH OFFICE USE ONLY

DATE APPROVED _____ BY _____

DATE ENTERED ON CALENDAR _____

KEY/CODES ISSUED TO: _____

EQUIPMENT CHECKED OUT TO: _____
Signature and date

EQUIPMENT CHECKED IN AND INSPECTED: _____
Signature and date

COMMENTS: _____

AGREEMENT FOR USE OF CHURCH FACILITIES

This AGREEMENT made this _____ day of _____, 20__ by and between **Heritage Fellowship Church** and _____.

(Hereafter called “**User**”), is on the following terms and conditions:

1. The term of use shall be from _____, 20__ to _____, 20__.
2. Use shall be confined to the following:
 - a. Location: (Room) _____.
 - b. Day of the Week: _____.
 - c. Time: From: _____ to: _____.
 - d. Purpose: _____.
 - e. Approximate number of Participants: _____.
3. The fee for such use shall be \$ _____ per _____, payable _____ to the church office and clearly identified as to the specific group participating.
4. **User** represents that it is a non-profit civic, educational or service organization whose primary purpose in the use of said facilities is other than for profit.
5. **User** will take proper care of all facilities used, will be responsible for any defacement or damage to property as a result of said use, will use decorum as befitting church property in said use and will act in conformance with all church rules now in effect or hereafter promulgated. The contact or individual in charge of each event must be instructed in use of the property and present for the entire event. Children must remain with their adult supervisors.
6. **User agrees to prohibit** the use of alcohol and tobacco or the use of foul or untoward language or activity on the church premise.
7. **User** does hereby waive any and all claims, demands, and causes of action which they may have against **Heritage Fellowship Church** as a result of the use of church facilities pursuant to this application. **User** will indemnify, defend, and hold harmless **Heritage Fellowship Church**, its ministers, officers, members and employees from and against any and all claims, demands, causes of action and all other loss and expense, including costs of litigation arising out of or associated with the use of church property by the **user** and its members, guests, employees, and agents pursuant to this application.
8. **User shall obtain and maintain liability and property damage insurance** in amounts of a least \$1,000,000 to assure ability of payment for the above. A copy of said policy naming **Heritage Fellowship Church as an additional insured** shall be provided to Heritage Fellowship Church prior to commencement of use.

(Waived _____ initials)

This Agreement is only for the location and times stated in Paragraph two (2). Additional approval is required if more space is needed. User acknowledges that, when extraordinary circumstances or special church programs require, **User**, upon reasonable prior notice from **Heritage Fellowship Church**, is required to relinquish its right to the use set forth in Paragraph two (2).

8. This Agreement may be terminated by **Heritage Fellowship Church** with or without cause upon sixty (60) days' notice to **User**. In the event that, in the sole discretion of **Heritage Fellowship Church**, **User** materially breaches its obligations hereunder, **Heritage Fellowship Church** may terminate this Agreement immediately.
9. Upon termination of this Agreement, **User** shall (a) surrender the premises in the same condition as at the commencement of the term, natural wear and tear excepted, and (b) surrender to the Church Business Administrator the ___ church key(s) provided to **User** hereunder. Should **User** request additional keys to replace lost or stolen keys, **User** shall be responsible for either the cost of such additional keys or the cost of replacing all church locks and keys in the event that **User's** loss of keys has, in the sole discretion of **Heritage Fellowship Church**, compromised church security.

Written or telephone contact pertaining to this Agreement may be made at the church office during normal business hours, and **User** hereby designates, as the primary point of contact:

Mr. /Mrs. /Ms. _____

Address _____

Address _____

Home Telephone _____

Work/cell Telephone _____

Email address _____

In the absence of the primary point of contact, the following person should be contacted:

Mr. /Mrs. /Ms. _____

Address _____

Address _____

Home Telephone _____

Work/cell Telephone _____

Email address _____

Person who will be onsite responsible for the group if different than the point of contact:

Name: _____

Address: _____

Address: _____

Home telephone: _____

Work/cell telephone: _____

Email address: _____

Signatures

We have read and agree to comply with the policies and rules of the church.

For User Organization:

Signature: _____

Printed Name: _____

Date: _____

For Heritage Fellowship Church:

Signature: _____

Printed Name: _____

Date: _____