

St. Peter's United Methodist Church

Policy on Use of Church Property and Facilities

I. Introduction:

St. Peter's United Methodist Church (SPUMC) is dedicated to the promotion of God's ministry and the fulfillment of our VISION: **"We envision our church welcoming all people, encouraging a journey of faith and serving the world in the name of Christ."**

Although it is the people of the congregation who make up the "church" or the "Body of Christ", the church's physical plant plays a key role in our ministry. Proper care of our facilities is an essential element of our stewardship.

Although the building and facilities are primarily intended for the use of our congregation, as part of our ministry to reach out to the greater community, the building and facilities may sometimes also be used by others. This policy is intended to provide the basic guidelines for use of SPUMC facilities by church groups and outside organizations.

Everyone using the church facilities must review and follow these guidelines. All use of the buildings and facilities shall be consistent with the United Methodist Church Social Principles, the United Methodist Book of Discipline, and this Policy.

II SCHEDULING USE OF FACILITIES

The Pastor is responsible for coordinating the scheduling and use of all church facilities. All activities or programs, including weddings, while using the church facilities must be cleared through the church secretary (acting on behalf of the Pastor) and put on the master calendar by the church secretary as far in advance as possible. Scheduling activities with the potential for conflicting use shall be avoided if possible (no more than one group needing the kitchen at the same time).

Outside organizations may reserve the facilities if it is for a community oriented, non-profit program or activity. The Church Council and Pastor must approve the use of the building by any outside organization. Scheduled use by outside organizations will not be accepted more than one year in advance of the activity. All outside groups and organizations (including church members), requesting the use of SPUMC facilities for non-church functions may be charged a fee according to the facilities used in order to cover the cost of normal operations. Considerations will be made by Church Council and voted on. Requests must be in writing and presented at least 30 days prior to the

start of the activity or event. If said event or activity is an on going endeavor, then SPUMC holds the right to review, at any time, and then make changes, if Church Council feels that fees need to be charged or permission denied. A written explanation to said group must be made if any changes to original agreement are needed. The Church Council/Property Committee/Trustees have the right to request an annual review of group's said function or activity.

Non-church groups given permission to serve dinners, receptions, etc. that are not part of their usual scheduled meeting will incur a deposit fee of **\$200** to be paid to the church office at least 2 weeks prior to said event. A written request will need to be submitted and the normal procedures for approval would apply. Church Council would need to vote on said activity. Additional fees may be charged depending on the desired needs of the group.

The Pastor and Church Council will resolve any scheduling conflicts. Normally, scheduling is done on a first-come, first-serve basis. However, in the rare event that a church activity requires the use of our facilities at a time already scheduled by an outside organization, the Pastor and Church Council reserve the right to cancel the outside organization's reservation. In the event such a cancellation becomes necessary, the church will notify the organization as early as practicable.

No activity/program/meeting by an outside organization is to be scheduled in the church building during the same time or within an hour before or after the scheduled time of any church-wide program unless it can be clearly shown that such use will not interfere with the church-wide program.

For outside organizations, the person making the reservation for using the facilities is required to complete and sign the "Request of Use of Building" form and provide the appropriate security deposit (check made out to St. Peter's United Methodist Church) before the date will be confirmed.

Any requests not covered by these guidelines for the use of the facilities shall be presented to the Church Council for a decision.

III RESPONSIBILITIES

The church facilities may not be used for financial gain by any individuals or outside organizations. The person reserving the facilities will be held ultimately responsible by the church for proper conduct by that organization, leaving the building in proper order, and following all other requirements of this policy. Any group reserving or using the church building must have a designated contact person who will be responsible for

all activities connected with the activity, such as providing the required supervision, proper kitchen use, set-up, clean- up, turning off lights, locking up the building, etc.

DEFINITION OF A MEMBER IS AS FOLLOWS: any person who is a full or associate member of the church.

IV GENERAL

1. No smoking or use of tobacco products is permitted within the church building at any time.
2. No beer, alcoholic beverages, illegal drugs, or other controlled substances are permitted within the church building or on the church premises at any time. The use of profanity is prohibited. Please use language appropriate to being in God's house.
3. No raffles, lotteries, or any other form of gambling is permitted.
4. Children and youth shall be under direct adult supervision **at all times**.
5. Please keep exterior doors closed to preserve heated or air-conditioned space.
6. Leave rooms in good order – as you found them or better. Do not use supplies found in the classrooms.
7. Turn off all lights when finished.
8. The building and grounds, after use, must be left free of ALL trash and all things must be returned to their original arrangement. If this is not done, **\$125.00** will be taken from the deposit. This pertains to church and non-church members alike.
9. All restrooms must be left clean (check that toilets are flushed, water turned off, and lights out).
10. Any incident that results in damage to the property and/or facility must be reported immediately to the Property Committee or the church office. Those responsible for such damage will be held liable for any repairs or replacement.
11. The church is not responsible for any injuries. All accidents, which occur on church property, must be reported to a church staff member or the church office immediately and all appropriate paperwork completed within 24 hours.
12. Use of Church property, such as tables & chairs, should go through the Property Committee with approval of Church Council. Nothing should be attached (tape, pins etc) to the gray panels on the walls of the Fellowship Hall.
13. Immediately following an event, personal property shall be removed.

V. SANCTUARY USE

1. Use of the sanctuary is restricted to services that are approved by the pastor and include:
 - a. Worship services

- b. Services of religious music
 - c. Weddings
 - d. Funerals, memorial services
 - e. Local church, district and conference meetings
 - f. Practice rehearsals for above functions
- 2. No food or drink, other than communion elements, in sanctuary at any time.
- 3. Children and Adults should not:
 - a. Play the piano and/or organ without permission
 - b. Operate the sound system without permission
 - c. Stand in pews with shoes on
 - d. Walk on kneeling cushions in altar area
 - e. Mark in hymn books
- 4. The sanctuary is not to be used to get to the basement.

VI. KITCHEN or LOWER LEVEL KITCHENETTE

Persons using the kitchen have full responsibility for adhering to guidelines for facility usage.

- 1. Many people use the kitchen. Anyone using it should leave it as he/she would like to find it – neat and clean.
- 2. All requests for the use of kitchen facilities for church or non-church related activities must be made with the church office and posted on the church calendar.
- 3. Anyone using the kitchen must leave kitchen equipment; dishes and utensils clean and may not remove any item from the facility. All items and furnishings must be put back in their original location and normal care given to all of the church equipment and facilities.
- 4. Non-church individuals and organizations must provide their own tablecloths, napkins, cups, plates, disposable or launderable products, food, and any other provisions needed for their function.
- 5. No children under age 18 are permitted in the kitchen unless accompanied by a responsible adult.
- 6. After your event, leave any unclaimed dishes on the counter where owners may look. Please label with owner's name, if known. After seven (7) days, these items will be put in a cabinet.
- 7. Anyone, non-church or church, which uses the Fellowship Hall and Kitchen for a function where food is served to a group of 60 or more, will need to use the church's Custodian. His fee is **\$125.00** to clean the Fellowship Hall and Kitchen.

VII. NURSERY

1. All requests for use of nursery facilities for church or non-church related activities shall be cleared through the church office and posted on the Master calendar. If nursery crib(s) or any other equipment is used, remove all sheets and lay them over the foot of the crib. All soiled diapers are to be removed from the building immediately following the conclusion of the activity or event. Please contact the Nursery Coordinator if special requests are needed or if you have any questions or concerns.
2. NO CHILDREN ARE TO BE LEFT UNATTENDED IN THE NURSERY AT ANY TIME UNDER ANY CIRCUMSTANCES.

VIII. BASEMENT

1. Children and/or youth should not be allowed in rear stairwell
2. Doors are to be left open when rooms are not in use
3. Make sure all toilets are flushed and lights turned off before leaving the building.
4. Return moved tables, chairs and other items, to original locations.

IX. CHURCH KEYS

To get a key to the Church you need to contact the Church Office.

Two types of keys to various doors are used at St. Peter's.

- a. Sub Master Key – unlocks all outside doors to the church building.
- b. Master Key – unlocks all outside doors to the church building as well as the rooms occupied by church staff and storage closets.

A key Log is maintained by the church office, where persons designated to have a key to the church building are required to sign out for specific key and sign it in after function need is completed. Keys are distributed to the following persons for the following matters:

1. The pastor and staff have Master Keys issued to them which allow them entrance to the building and the office area.
2. Several Trustees have Master Keys so as to oversee the upkeep and any emergencies of the church building including office areas.
3. Keys are distributed to committee chairs for entrance to the building for their specific functions. When a change in leadership is made, a transfer of the key is initiated.
4. Chairs of the Altar Committee have Sub-Master keys, which they utilize for preparing the altar area and communion elements for Sunday worship services and at other times, e.g. weddings/funerals.

5. Outside organizations using the church facilities are issued a Sub-Master Key for the time and duration of their specific function. Usually, church activities or meetings are already being held during those times and no key is needed by them.
6. The key lock box is maintained in the church office along with the Key Log. This procedure keeps the uniformity of the issuance of keys in one central location.

X. RELEASE OF LIABILITY

The person responsible for an event or function is required to sign the attached Release of Liability form prior to the event or function being scheduled.

The above guidelines will help us take care of our church building as well as cut down on expenses. We want everyone to feel comfortable in our church environment, while at the same time realizing this is God's House and should be treated with REVERENCE and RESPECT.

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RELEASE OF LIABILITY

In consideration of the risk of injury while participating in _____ and as consideration for the right to participate in the Activity, I hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter in this waiver and release of liability and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in the Activity, and do hereby release and forever discharge St. Peter's United Methodist Church, located at 15599 Mountain Road, Montpelier, Virginia 23192, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that I may suffer as a direct result of my participation in the aforementioned Activity, including traveling to and from an event related to this Activity.

I am voluntarily participating in the aforementioned Activity and I am aware of the risks associated with traveling to and from as well as participating in this Activity, which may include, but are not limited to, physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic, or emotional loss, and death. I understand that these injuries or outcomes may arise from my own or others' negligence, conditions related to travel, or the condition of the Activity locations(s). Nonetheless, I assume all related risks, both known or unknown to me, of my participation in the Activity, including travel to, from and during this Activity.

I agree to indemnify and hold harmless St. Peter's United Methodist Church against any and all claims, suits, or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf. If St. Peter's United Methodist Church incurs any of these types of expenses, I agree to reimburse St. Peter's United Methodist Church.

I acknowledge that St. Peter's United Methodist Church and their directors, officers, volunteers, representatives and agents are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of St. Peter's United Methodist Church.

I acknowledge that this Activity may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, lack of hydration, condition of participants, equipment, vehicular traffic and actions of others, including but not limited to, participants, volunteers, spectators, coaches, event officials and event monitors, and or/producers, or in the event and lack of hydration.

In the event that I should require medical care or treatment, I agree to be financially responsible for all costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

In the event that any damage to equipment or facilitates occurs as a result of me or my family's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or recklessness.

This agreement was entered into at arm's length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both the Participant,

_____ and
St. Peter's United Methodist Church agree that this Agreement is clear and unambiguous as to its terms,
and that no other evidence will be used or admitted to alter or explain the terms of this Agreement, but
that it will be interpreted based on the language in accordance with the purposes for which it is entered
into.

In the event that any provision contained within this Release of Liability shall be deemed to be
severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined
to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force
and effect, so long as the clause severed does not affect the intent of the parties. If a court should find
that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision
it would become valid and enforceable, then said provision shall be deemed to be written, construed
and enforced as it was intended.

In the event of an emergency, please contact the following person(s) in the order presented:

EMERGENCY CONTACT	Contact Relationship	Contact Telephone
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I, the undersigned participant, affirm that I am of the age of 18 years or older, and that I am freely
signing this agreement. I certify that I have read this agreement, and that I fully understand its content.
I am aware that this is a release of liability and a contract and that I am signing it of my own free will.

Participant's Name: _____

Participant's Address: _____

PARENT / GUARDIAN WAIVER FOR MINORS

In the event that the participant is under the age of consent (18 years of age), then this release must be
signed by a parent or guardian, as follows:

I hereby certify that I am the parent or guardian of _____,
the name above, and do hereby give my consent without reservation to the foregoing on behalf of this
individual.

Parent / Guardian Name: _____

Relationship to Minor: _____

Signature: _____ Date: _____

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