

# FIRST UNITED METHODIST CHURCH



## FACILITIES USE POLICY

Approved August 6, 2013 - Board of Trustees, First UMC Lexington

### INTRODUCTION

The mission of First United Methodist Church is to make disciples across the street and around the world. That mission receives top priority when it comes to the use of our church facilities. When possible, First UMC wishes to expand its outreach into the community by offering the use of its facilities.

Facilities use activities fall under the jurisdiction of the Board of Trustees, which manages the use of building facilities. No commitment for building use is finalized until the Facilities User Agreement has been completed and executed by the Board of Trustees or its designee.

First UMC has had a number of long-standing relationships with several community organizations for ongoing use of the facility. Other local organizations have also used our facilities for one-time or short-term usage. Availability for ongoing usage is limited but can be considered. Our first priority is for the program and membership needs of First UMC. Lesser use priorities are for nonprofit groups that are supported by the church, then (2) other nonprofit organizations and finally (3) other for-profit organizations.

Approval of the use of the grounds and facilities does not constitute or imply endorsement of any group, their mission, or their positions. Groups approved to use facilities must not advertise the event in such a way as to imply endorsement by First UMC. No activities or advocacy may take place within our buildings or grounds that conflicts with the policies and the practices of First UMC and The United Methodist Church.

Included in this guide are the following:

1. Steps to Facility Use Scheduling
2. Fees for Facility Usage
3. Rules and Regulations of the First UMC Board of Trustees
4. *Facilities User Agreement* Form
5. *Release and Indemnity Agreement* Form

## STEPS TO FACILITY USE SCHEDULING

1. Fill out a *Facilities User Agreement*. One is included in this guide, or you may obtain one from the church office.
2. Attach any additional information you feel might be useful in helping us determine if we can accommodate your group.
3. **Return the completed *Facilities User Agreement* to the Church Office at least 3 weeks in advance of the event.** The Board of Trustees or Church Business Administrator will then evaluate your request, and you will be notified if it is approved or not approved. **After approval, applicable fees are due at the Church Office at least 1 week in prior to the event.**

## FEES FOR FACILITY USAGE\*

Fees determined by Church Business Administrator, Senior Pastor or Board of Trustees Chair.

**Facilities are not available for outside use on Sunday mornings.**

## RULES AND REGULATIONS OF THE BOARD OF TRUSTEES

### BREAKAGE

All persons and/or groups using our facilities are expected to exercise reasonable care and judgment in such use in order to prevent defacement, damage, or breakage. The persons signing the Application for use shall be responsible for paying costs incurred by the church in cleaning, repairing, or replacing any part of the building or its furnishings and equipment which in the judgment of the First UMC Board of Trustees has been carelessly or irresponsibly subjected to more than normal wear and tear by the persons or group involved.

### ROOM SETUPS

All rooms have been designated with a standard room setup. Any rooms that have been rearranged must be setup in original form by groups using them.

### ORGAN AND PIANO USE

Permission to use the organ or piano in any location must be granted by the First UMC Director of Music for that location. If the user wishes to have instruments tuned, a craftsman approved by First UMC will tune them at the user's expense. Pianos cannot be moved except by permission from the Board of Trustees or its designee.

### SANCTUARY FURNITURE

Sanctuary furniture cannot be moved except by permission of the Board of Trustees or its designee (this also applies to the chancel furniture).

### SANCTUARY SOUND AND/OR VIDEO SYSTEMS

The Sanctuary sound reinforcement or video recording systems may be made available upon request. The systems may only be operated by First UMC sanctuary systems technicians (at a cost of \$75 per event) or by technicians pre-approved by the Board of Trustees or its designee. Group-provided sound, recording, or video equipment may not be attached to church systems (including the electrical system) through cables or connectors without prior approval.

## SMOKING POLICY

All members of all groups using our facilities shall abide at all times by a “no smoking” rule on church property. Violation of this rule is sufficient ground for a church staff member to withdraw immediately any group’s use of the facilities and/or to deny use in the future.

## ALCOHOL POLICY

The serving, consumption, or use of alcoholic beverages, marijuana, or other controlled substances shall not be permitted at any time on church property, including the outdoor areas and parking lots.

## NO GAMES OF CHANCE

Church policy prohibits the use of games of chance or gambling on the church premises. This would include such activities as raffles or lotteries.

## SUPERVISION OF CHILDREN AND YOUTH

This church has adopted the policy of **Safe Sanctuaries** for children and youth. All users of the facility are expected to follow the guidelines of this policy including the following:

- No fewer than two adults must be present at all times during any program or event involving children.
- These adults must be 18 or older and must be at least 5 years older than the children with whom they are working.
- At least one of the adults present must be currently certified in First Aid and CPR.
- The adults involved with the children must receive annual training related to child abuse prevention.
- Background check is required

Any questions regarding this policy should be directed to the Church Business Administrator, Senior Pastor, or Board of Trustees Chair.

## NURSERY USE

The nursery facility may be available by arrangement at least 2 weeks prior to the event by contacting the First UMC Children’s Ministry for the appropriate location through the church office. Our safety standards require that two nursery care providers must be present to operate the nursery. At least one of these must be a First UMC qualified caregiver; both must be adults over the age of 18. Cost will be \$15 per worker per hour, in addition to room cost.

## FOOD AND DRINK

No food or drink is allowed in the Sanctuary except for water. All other food and drink require approval in advance as noted in the *Facilities User Agreement*.

## DECORATIONS

All decorations require prior approval of the Board of Trustees or its designee. Decorations may only be attached to wooden trim, and wooden doors with masking tape only. No decorating is permitted in the hallways. All such decorations must be removed immediately and completely following the event.

## STARTING AND ENDING TIMES

- Monday through Friday from 8:00 AM. through 9:00 PM.
- Weekends from 9:00 AM. through 6:00 PM.

The building must be completely cleared not later than 9:30 PM on weekdays or 6:30 PM on weekends to allow the building to be closed promptly. Exceptions to these times must be approved in advance by the Board of Trustees or its designee and will be subject to a custodial surcharge.

## STORAGE

There is no excess storage available for organizations other than church groups and, as such, all organizations using the facility will be responsible for the storing of their materials offsite.

## BICYCLES AND SKATEBOARDS

No sport bicycling or skateboarding is allowed on church property. No bicycles or skateboards are allowed inside the church facility.

## PARKING

Parking in the church parking lot or designated handicapped parking spaces is available only during the period of time that a group has contracted to use the facility. Parking is available on a first-come, first-served basis and excludes certain spots that may be specifically reserved at all times. Any damage to vehicles is at the owner's expense; the church is not responsible for theft or damage to personal property.

## SECURITY

Our church works to maintain a safe and secure environment within the facility. However, no systems are foolproof. We ask that all users pay close attention to personal property and valuables, not leaving them unattended. The church is not responsible for theft or damage to personal property.

## CHURCH HOST

At the discretion of the Board of Trustees, Church Business Administrator or Senior Pastor a Church Host might be required for event approval. The fees to cover this host would be negotiated upon determination of need.

## FINAL DECISIONS

In case of doubt or uncertainty by any outside person or group about the application or interpretation of these regulations, or in our customary practices not specifically mentioned here, the Board of Trustees or their delegated representative shall decide the matter and all individuals and groups shall abide by the Board of Trustees' directions or forfeit immediately the use of any part of the facility.

Arrangements for access into the church facility will be made upon approval of the *Facilities User Agreement*.

## EMERGENCY SCHEDULING CONFLICTS

The church reserves the right to pre-empt any facility use for its own in cases of emergencies, such as funerals. Notice will be provided as early as possible.

# FIRST UNITED METHODIST CHURCH



200 West High Street  
Lexington, KY 40507  
Tel: (859) 233-0545  
Email: [info@lextogether.org](mailto:info@lextogether.org)

## **FACILITIES USER AGREEMENT** *PLEASE COMPLETE ENTIRE FORM*

Name of Organization \_\_\_\_\_

Responsible Person \_\_\_\_\_

Non-Profit Status \_\_\_\_\_ Federal ID No. \_\_\_\_\_

Organization Address \_\_\_\_\_

Organization Day Phone \_\_\_\_\_ Fax \_\_\_\_\_

Email \_\_\_\_\_

Organization's Purpose \_\_\_\_\_

Event Name and Description \_\_\_\_\_

\_\_\_\_\_

Contact Person's Name \_\_\_\_\_

Contact Person's Phone Number \_\_\_\_\_

Date(s) Requested \_\_\_\_\_ Start Time \_\_\_\_\_ End Time \_\_\_\_\_

*(Dates may not be scheduled more than nine months in advance, except with specific permission.)*

Will the event be recurring?

\_\_\_\_\_ One time only

\_\_\_\_\_ Monthly

\_\_\_\_\_ Weekly

\_\_\_\_\_ Multiple days

Which day of the week? *(circle one)*

Monday Tuesday Wednesday Thursday Friday Saturday Sunday

Room(s) Requested:

- Downtown Sanctuary (350 person max)
- Downtown multi-purpose or meeting room(s) (30 people per room, indicate number of rooms requested).
- Downtown Nursery room(s) (indicate number rooms requested).
- Downtown Fellowship Hall (120 people max)
- Downtown Fellowship Hall Kitchen (*available only by special arrangement with the Board of Trustees or its designee*).
- Andover Sanctuary (350 person max)
- Andover multi-purpose or meeting room(s) (indicate number of rooms requested).
- Andover Nursery room(s) (indicate number of rooms requested).
- Andover Kitchen (*available only by special arrangement with the Board of Trustees or its designee*).
- Offerings Sanctuary (80 person max)
- Nursery Childcare (*available only by special arrangement with the appropriate First UMC Children's Ministry*)

Anticipated Number of Participants: \_\_\_\_\_

Will a participant fee be charged for the event? \_\_\_ Yes \_\_\_ No

Will food or drink be consumed? \_\_\_ Yes \_\_\_ No

Special Needs or Requests \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## ***Release and Indemnity***

This ***Release and Indemnity Agreement*** is between the above-named organization (“Organization”) and First United Methodist Church (“Church”).

### ***RECITALS***

- The Church is the owner of the real property and improvements located at:
  - o 200 West High Street, Lexington, Kentucky 40507, and
  - o 3801 Polo Club Blvd, Lexington, Kentucky 40509 (“Property”).
- The Organization desires to use the property described above for meetings and/or other activities.

### ***AGREEMENT***

NOW THEREFORE in consideration of this church permitting the Organization to use the Property and improvements described above, the Organization agrees as follows:

1. The Organization hereby releases, discharges, and covenants not to sue the church or its Trustees, administrators, directors, agents, officers, members, volunteers, and employees, from any and all liability, claims, demands, losses, or damages arising out of the Organization’s use of the Property. If any member, guest, invitee, or participant of the Organization makes any claim against the church or its Trustees, administrators, directors, agents, officers, members, volunteers, or employees, in connection with the Organization’s use of the Property, the Organization will indemnify, defend and hold the church and its administrators, directors, agents, officers, members, volunteers, or employees harmless from any and all litigation expenses, attorney fees, losses, liability, damages, and costs arising out of such claim.
2. The Organization represents that it carries standard general liability insurance coverage with a minimum of \$500,000 per occurrence. Organization will provide the church with proof of liability insurance, and if requested, will add the church as an additional insured under Organization’s general liability policy.

### ***ACCEPTANCE OF RESPONSIBILITY***

I agree to be responsible for the conduct of those coming to, or participating in, the activity for which this application is being made, and for any damage beyond normal wear and tear that may occur as a result of this activity. I will remove all signs and decorations posted by my group immediately after the meeting/event has ended. I further agree that the church property will be used in accordance with the Rules and Regulations of the Board of Trustees, and I hereby consent to the Release and Indemnity Agreement.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_