



# **Policy for Use of Church Property and Facilities**

## POLICIES

Baylake United Methodist Church recognizes that providing its physical facilities in support of other compatible Christian organizations and programs can increase our outreach and ministry in service to God and our community. At the same time, it is necessary that such use of facilities and equipment be controlled in the best interest of the church. The intent of this statement is to establish consistent requirements for any group use of our church facilities.

The Trustees and Church Council have determined that permission to use church facilities shall be granted ONLY under the following conditions:

- Each organization using the facilities has adequate liability insurance- (Please submit certificate of insurance with application);
- Trustees and Church Council shall be held harmless by the user for any liability that arises from the use of the church facilities by any organization or individual not connected with Baylake UMC;
- Users shall be financially liable for damage to the facilities/equipment and for proper chaperonage;
- Suggested donations are contained herein and appropriate usage fees are charged where applicable.
- If any children or youth under the age of 18 are involved, users will comply with Baylake UMC's Child Protection Policy and Safe Sanctuary policy (a copy of which will be included with the Facility Use Package).

Groups desiring to use church facilities must confirm acceptance of the terms herein specified. All required application forms must be completed and approved by the church. Further, all usage fees, etc., must be paid not less than ten days before use of the facilities shall begin. An exception to this timeline is use of the facilities on a recurring basis, for which payment of usage fees is due on the 1<sup>st</sup> of each month. Payment of usage fees or donations for use of our facilities may be paid in cash or by check. If a check is used, it shall be made out to Baylake United Methodist Church. Renewal of permission to use stated church facilities depends, in part, on satisfactory compliance with requirements during the previous period of use. Groups that use the facilities on a year-round basis must renew their application each September 1st.

The Trustees and Church Council of Baylake United Methodist Church reserves the right to accept or deny requests for use of church facilities and to cancel or modify established agreements in the church's best interest regarding property management, requirements for use of the facilities for church activities (*which shall always have priority*), and church relationships with governmental regulations.

Requests for use of the facilities and/or equipment are to be processed through the church office. Requests will be honored on a first-come, first-serve basis as recorded on the church calendar. Regularly scheduled activities of Baylake United Methodist Church have priority over all other requests. A refundable damage deposit of \$150 must accompany this application. Checks are payable to Baylake United Methodist Church. It is understood that this deposit will be returned if permission is denied, but not if user changes plans without notifying Baylake UMC by 10 days prior to scheduled event. The balance of the total usage fees due by 10 working days prior to the event. If the usage fees are not paid within seven (7) days, the reservation is not considered firm and may be superseded. Suggested additional donations may be made at any time prior to or after the event.

### Wedding Policy:

The officiating minister and pre-marital counseling sessions with the minister typically begins two months prior to the wedding date. The actual fee is at the discretion of the minister.

**Your rehearsal will be scheduled for 5:00 pm the day before your wedding**, unless other arrangements have been made with the minister and wedding coordinator. Please remind your wedding party of the importance of being on time. The rehearsal should last no longer than one hour.

If your wedding party includes a flower girl, we request that she uses artificial flower petals rather than "live" flowers to minimize carpet stains. Please be sure to pick up the petals from the aisle after the ceremony.

Please do not use an aisle runner. It can become a "trip hazard" for you and your guests.

There are minimal guidelines in place for wedding photographers and videographers. Please remind those who record your special day to speak with our wedding coordinator about our photography guidelines.

Most Specifically:

1. NO FLASH photography is permitted during the wedding ceremony **after** the bride enters the sanctuary. The photographer **may take flash photos** as grandparents, parents, attendants and the bride enter the sanctuary during the processional.
2. Photographers must remain at the rear of the sanctuary (no closer than three pews up from the back) during the processional and wedding ceremony. It is not permitted for photographers to "wander" up the center aisle or in the chancel area during the ceremony.
3. Photographers and videographers may move around the balcony freely during the ceremony; but, again, no flash.
4. Videographers must remain in one location if recording on the main floor, usually in the choir loft or behind the organ (at the front or rear of the sanctuary), during the ceremony. Please confirm the location with the wedding coordinator.
5. Do not use birdseed or rice on the church grounds.
6. Use of the Fellowship Hall/Kitchen includes a separate cleaning fee of \$150 and evening events will be concluded and the building closed by 8:30 p.m., unless special arrangements have been made.
7. No alcoholic beverages are permitted on church property.
8. Please remember to retrieve all of your belongings from the church prior to your leaving. Place all trash in the appropriate receptacles.
9. A deposit is required to reserve your wedding date on our church calendar. The remaining fees must be paid at least 10 days prior to the wedding rehearsal date. Your marriage license should be presented to the wedding coordinator at that time as well.

## TERMS

The terms “single event” and “recurring use” are used throughout this policy package. “*Single event*” is defined as one event a year. “*Recurring use*” is defined as use of specific rooms/areas more than once a year for regularly scheduled programs or activities.

## REGULATIONS

1. All persons and groups desiring use of the church facilities and/or equipment for purposes that are not church related must sign an agreement with Baylake United Methodist Church. The agreement acknowledges the group’s intent to abide by these policies and to accept responsibility for any damages to the facilities and/or equipment.
2. The using group must be an organization whose purposes and activities contribute to the welfare of the community. Further, the using group’s practices and beliefs must be compatible with the practices and beliefs of Baylake United Methodist Church.
3. The objectives of the using group and the activities conducted on church property must not be in conflict with the mission of this church.
4. Individuals or members of the organization named on the application for using the church facilities shall be responsible at all times for the conduct of the guests/participants. At least one pre-designated person must remain on the premises until all guests/persons involved in the event have left the premises. We ask that you list on the contract which person(s) will be responsible to stay on the premises until all the guests have left.
5. Unless specific exception to this rule has been granted in writing by the Trustees or Church Council, outside groups using church property or facilities may not charge a fee or receive monetary remuneration for services rendered on church property, except to defray:
  - a) Church usage fees
  - b) Instructional expenses for materials and leadership
  - c) Organizational dues or assessments to meet group operating expenses.
6. Alcoholic beverages, liquors, or other non-physician-prescribed drugs will not be permitted on church property at any time.
7. Smoking will not be permitted inside any church building.
8. Decorations used must be flameproof and shall not be attached to fixed portions of the facilities without specific approval in writing. The sanctuary/fellowship hall may not be permanently decorated using any signs, symbols, etc., except as specifically approved by the Trustees of Baylake United Methodist Church. However, floral arrangements may be used. Decorations must not damage the facilities or furnishings in any way. Pew ribbons only may be used to attach decorations to the pew ends. The user group must remove all decorations when finished using the facilities. No taping of any type, adhesive, staples or tacks are to be used on any wall surface or furnishings.
9. Candles are not permitted unless for ceremonial use. If used, lit candles must be “dripless” and must not be placed on the sound system, organ, piano, and any other instruments or audio visual equipment. Lit candles must be placed on a plate or in a holder.
10. Building use hours are 8:00 a.m. to 8:30 p.m. Evening events will be concluded and the building closed by 8:30 p.m., unless special arrangements have been made.

11. User groups will be responsible for leaving the facilities in a condition that is comfortable for the next using group. For example, all furniture and equipment must be returned in its customary position, the kitchen left in clean condition, dishes washed and put away, floors swept, waste baskets emptied into the outside commercial trash bin, etc.
12. The using group shall be held responsible for all loss or damage to church property during periods when they are using the facilities.
13. No facilities, equipment, furniture, or kitchen items shall be added moved or removed without prior approval from the Baylake UMC Trustees. Due to church policy no equipment, furniture, or kitchen items are permitted to be loaned out or used outside the building in which they are found.
14. At no time shall equipment or facilities other than those covered by prior approval be used.
15. Permission to use church facilities or equipment shall not include liability on the part of the church for property damage or personal injuries resulting from user-group activities.
16. The communion table may not be used for any purpose other than its primary symbolic function.
17. Youth groups using the facility and/or equipment must have adequate adult supervision. All children on church property must be under adult supervision.
18. Use of the sound system, organ, piano, and any other instruments or audio visual equipment in sanctuary is permitted only under the supervision of persons authorized by the Baylake UMC Trustees. If a group has a long-term agreement for use of the church facilities, arrangements may be made for training select individuals. Only after proper training and certification by letter will select individuals be authorized to operate the sound system and keyboard.
19. User groups with a long-term agreement will be given training on how to properly open, close and secure the facilities.
20. No sale of merchandise on church property, including parking areas, may be conducted without prior approval.
21. No food or beverage is allowed in the Sanctuary. Use of the Sanctuary will be reserved for acts of Christian worship and practice, subject to the discretion of the Senior Minister.
22. Church policy prohibits the use of games of chance or gambling on the church premises. This includes such activities as raffles or lotteries.
23. Supervision of children and youth is required. No fewer than two adults must be present at all times during any program or event involving children. Every group requires adherence to the church safe standard guidelines.
24. All switchable lights must be turned off upon the departure of the group. All doors, interior and exterior, must be locked upon the departure of the group.
25. Every group including catering services is expected to leave the kitchen and its equipment clean and in place as it was found. In case of breakage or damage to kitchen materials, the responsible party is expected to correct or pay for the damage, with building damage deposit applying.

26. Parking will be in authorized areas only. Blocking of any driveway is not permitted. Handicapped spaces must be observed.

27. Excessive outside noise is prohibited.

## **FEES**

All persons/groups approved for use of church facilities are required to pay applicable usage fees as stated in this policy package. The Trustees may consider waiving or discounting some usage fees. Any discount or waiver granted represents an assumption of these usage fees by Baylake UMC in support of the activities of the user groups.

A deposit is required to reserve a wedding date on our church calendar. ***The remaining fees must be paid at 10 days prior to the wedding rehearsal date. The marriage license should be presented to the wedding coordinator at that time as well.***

A refundable damage deposit of \$150 must accompany this application. Checks are payable to Baylake United Methodist Church. This deposit will be returned if permission is denied, but not if user changes plans without notifying Baylake UMC by 10 days prior to scheduled event. The balance of the total usage fees is due by 10 working days prior to the event. If the usage fees are not paid within seven (7) days, the reservation is not considered firm and may be superseded. Suggested additional donations may be made at any time prior to or after the event.

Current donations and usage fees are stated in the "Usage Fee Structure," found in this package.

## **INSURANCE**

By signing this application, applicants are agreeing with the following liability release statement. This statement releases the Trustees and Church Council from any liability whatsoever prior to permission to use the facility.

The Certificate of Insurance shall include the following clauses:

THE INDIVIDUAL(S)/ORGANIZATION APPLYING HEREIN SHALL INDEMNIFY AND SAVE HARMLESS, BAYLAKE UNITED METHODIST CHURCH, THE TRUSTEES, THE CHURCH COUNCIL, THE MINISTERS, THE STAFF, AND ALL OTHERS WHO MAY ACT ON BEHALF OF THE CHURCH FROM ALL SUITS AND ACTIONS OF EVERY NATURE AND DESCRIPTION ARISING OUT OF THE USE/OR RENTAL OF CHURCH FACILITIES AS DESCRIBED AND AGREED TO HEREIN.

BAYLAKE UNITED METHODIST CHURCH, ITS TRUSTEES AND EMPLOYEES ARE NAMED AS ADDITIONAL INSURED ON ALL LIABILITY POLICIES (WITH THE EXCEPTION OF EMPLOYER'S LIABILITY) AS REQUIRED BY WRITTEN CONTRACT & THE COVERAGE PROVIDED TO THEM WILL APPLY AS PRIMARY AND NONCONTRIBUTORY BEFORE ANY OTHER INSURANCE MAINTAINED BY THEM. GENERAL LIABILITY PROVIDED TO THE ADDITIONAL INSURED WILL INCLUDE COMPLETED OPERATIONS COVERAGE. WAIVER OF SUBROGATION IN FAVOR OF BAYLAKE UNITED METHODIST CHURCH, ITS TRUSTEES, OFFICERS, AND EMPLOYEES IS PROVIDED ON ALL POLICIES. "IN THE EVENT OF CANCELLATION BY THE INSURANCE COMPANY (IES) THE POLICY (IES) HAS BEEN ENDORSED TO PROVIDE 30 DAYS NOTICE OF CANCELLATION (EXCEPT FOR NON-PAYMENT) TO THE CERTIFICATE HOLDER SHOWN BELOW."

The Trustees may consider waiving the above requirement upon written request.

If further information or clarification is needed, individuals should contact the Church Administrator, at Baylake United Methodist Church, 757-464-2423.

# *Application for Use of Church Facilities*

Name of Group: \_\_\_\_\_

Date of Application: \_\_\_\_\_

Single Event Description of event: \_\_\_\_\_

Recurring use of specific rooms/areas for regularly scheduled program

Specific Times Facilities Required: \_\_\_\_\_

(Circle) Monday Tuesday Wednesday Thursday Friday Saturday

Specific Date(s) Required: \_\_\_\_\_

Estimated Number of Attendees: \_\_\_\_\_

Rooms/areas to be used: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone #: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Please note the name of the responsible party who will remain on the premises until all guests/persons involved in the event have left the premises and who will accept responsibility for directing the proper use for the facilities:

Responsible Party: \_\_\_\_\_ Phone #: \_\_\_\_\_

The applicant, its officers, directors, agents and employees (collectively "the Applicant Group") and the individual executing this application hereby waive and release any and all claims, demands, and causes of action that they may have or that may arise against Baylake UMC and its officers, trustees, agents, Ministers, employees, Church Council, and members (collectively "Baylake UMC Affiliates") as a result of the use of church facilities pursuant to this application. The applicant and the individuals executing this application shall indemnify and hold harmless Baylake UMC and Baylake UMC Affiliates from and against any and all damages, losses, claims, lawsuits, costs and expenses including attorney fees arising out of or associated with the use of church property. Further, the user group will provide a certificate of liability insurance in favor of Baylake UMC in the amount of at least \$500,000. Agreement for use of church facilities is subject to Trustee and Church Council approval. Staff representatives of Baylake UMC shall have authority to act on the Trustees and Church Council's behalf.

We have read and agree to comply with the "Policies and Regulations Regarding Use of Church Facilities."

Printed Name and Signature of Applicant: \_\_\_\_\_

Address: \_\_\_\_\_ Phone #: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

**FOR OFFICE USE ONLY**

Approved:  Yes  No Minister Approved: \_\_\_\_\_  
 Date of Approval: \_\_\_\_\_

Donations/Usage Fees Paid \$ \_\_\_\_\_ Receipt No.: \_\_\_\_\_  
*Note: Copy to be given to applicant after approval. Original application to be retained in the church files.*

**Usage Fee Structure**

	<b>Location</b>	<b>Single Event</b>
<input type="checkbox"/>	Sanctuary (non-wedding)	\$300
<input type="checkbox"/>	Fellowship Hall	\$200
<input type="checkbox"/>	Fellowship Hall & Kitchen	\$250
<input type="checkbox"/>	2 <sup>nd</sup> Floor Classrooms	\$30
<input type="checkbox"/>	Disciples Classroom	\$35
<input type="checkbox"/>	Library	\$35
<input type="checkbox"/>	Other Classroom	\$30
<input type="checkbox"/>	Security Deposit	\$150
<input type="checkbox"/>	The officiating minister and pre-martial wedding counseling sessions	\$375
<input type="checkbox"/>	Facility rental for the rehearsal & wedding ceremony - Sanctuary.	\$300 (for non-members)
<input type="checkbox"/>	The facility rental for the Fellowship Hall for a wedding reception.	\$200 (for non-members)
<input type="checkbox"/>	The services of the Baylake Church organist / pianist for wedding.	\$150
<input type="checkbox"/>	The services of a Sound Technician for wedding. <i>The fee is \$75 if attending rehearsal prior to wedding.</i>	\$50
<input type="checkbox"/>	The services of the Baylake Church wedding coordinator. <i>You must use the services of our church-provided wedding coordinator.</i>	\$250
<input type="checkbox"/>	The services of the Baylake UMC Custodian – Sanctuary Use	\$150
<input type="checkbox"/>	The services of the Baylake UMC Custodian – Fellowship/Kitchen	\$150
<input type="checkbox"/>	A deposit is required to reserve your wedding date on our church calendar. <i>Final payment due 2 weeks prior to wedding rehearsal date.</i>	\$250

**TOTAL** **\$**

Signature of Trustee or Authorized Staff Representative: \_\_\_\_\_

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

Signature of Applicant: \_\_\_\_\_

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

The availability of the Nursery is determined by availability of staff and approval by Director of Children’s Ministry. Usage fees for recurring events are negotiated on a case-by-case basis.



## ***Hold Harmless Agreement***

I/We, the undersigned, in consideration of being allowed to use the property and facilities of Baylake United Methodist Church in Virginia Beach, VA, do agree to hold the said church, its agents, members and employees harmless from any claims, damages or injuries resulting at any time, heretofore or hereafter, arising out of usage of said property and facilities.

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Signed \_\_\_\_\_

\_\_\_\_\_

On behalf of (organization): \_\_\_\_\_