

# **Stout Memorial United Methodist Church**

## **Facilities Usage Policy**

Stout Memorial United Methodist Church, a West Virginia not-for-profit corporation makes their facilities available to groups or organizations for meetings or other events, whenever possible.

### **General Guidelines and Requirements:**

1. For purposes of this policy, any reference to facilities includes reference to any property of the church, including furniture and equipment.
2. Every group or organization is required to abide by all church guidelines, requirements and other restrictions regarding usage of the church facilities.
3. Users of the church facilities agree to use utmost care in the use of church facilities and agree to leave the facilities in good, clean condition.
4. All requests for usage of the church facilities are subject to approval by Stout Memorial United Methodist Church.
5. Each outside group or organization is required to complete and deliver to the church office a signed agreement and certificate of insurance as required by the agreement.
6. The church reserves the right to schedule other activities and events in other parts of the church facilities.

### **Insurance:**

Each outside group or organization must furnish to Stout Memorial United Methodist Church a certificate of comprehensive liability insurance coverage with a combined single limit of not less than \$1,000,000 naming the church as an additional insured. If the group will include minors, under the age of 18, the policy must include applicable coverage.

### **General Use Responsibility:**

#### **Additional Requirements and Restrictions**

1. Those using Stout Memorial United Methodist Church facilities agree to release, protect, defend, indemnify and hold harmless Stout Memorial United Methodist Church and its trustees, officers, employees, members and other representatives from and against any and all claims, liabilities, losses, damages, actions, costs and expenses (including, without limitation, reasonable attorney's fees and other legal costs) directly or indirectly arising out of the use of any Stout Memorial United Methodist Church facilities.
2. 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 determined, by the church Board of Trustees or their designee and shall pay the church for such repair and replacement costs upon demand.
3. The transfer or passing on by any group or organization or permission to use church facilities to any other persons or organizations is strictly prohibited.

4. Those using church facilities must confine themselves to the areas provided for in their Facilities Usage Agreement and will not exceed the capacity limits of requested facility areas.
5. Users may not take tables and/or chairs, and/or other items, from other rooms and/or areas of the church facilities without prior approval.
6. The use of tobacco products, alcoholic beverages or drugs is strictly prohibited on church premises.
7. No group or organization (whether or not a church member is affiliated with such organization) shall use any church facilities in any manner or for any purpose that is in conflict with or contradicts the United Methodist Book of Discipline or the mission or principles of the church.

Additional Guidelines for events involving Children and Youth (under the age of 18).

1. Leaders will receive and review a copy of the Child Protection policy of Stout Memorial United Methodist Church.
2. Leaders must sign a participant covenant statement which reflects agreement to the church policy.
3. Volunteers are expected to comply with the organizations policy for each group. It is the responsibility of the leaders to inform the volunteers of and about their organizations and/or the church policy all the while conveying the importance of following it. If at any time the volunteer is not in agreement with the policy of the organization and/or the church, or fails to keep the policies, they must be relieved of their volunteer duty.
4. Leaders of each group shall provide a copy of back-ground checks, which will be kept confidential and secure, to the Child Protection Coordinator.
5. Any allegations of abuse shall immediately be brought to the attention of the Pastor and Child Protection Coordinator. They shall follow protocol for reporting allegations of abuse as listed in the church policy.
6. When a group has entered the building, every effort should be made to ensure the doors remain locked during the entirety of the event. This will prevent anyone who is not part of the group from entering the facility and becoming undetected in the building and/or posing a threat to the group or individuals of the group.
7. At any time during the building use agreement, failure to follow the agreed upon policy shall possibly result in termination of the building use agreement. Any allegation of noncompliance shall be reported to the Child Protection Coordinator and/or Senior Pastor for discussion with the board of Trustees.

This policy is applicable to use of church facilities by any groups or organizations (including individuals). It is by no means intended to cover every facet of use of church facilities. This policy supersedes all prior oral or written statements regarding the specific subject matter hereof. No church representative has any authority to waive or enter into any agreement or arrangement contrary to the guidelines, requirements, or restrictions and other provisions of this policy or any Facilities Usage Agreement without the express written approval.

# Stout Memorial United Methodist Church.

## Facilities Use Agreement

The agreement is by and between Stout Memorial United Methodist Church, 3329 Broad Street, Parkersburg, WV 26104, and \_\_\_\_\_(Name), \_\_\_\_\_ (complete address) (“User”), will take effect on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ and will continue for a period of \_\_\_\_\_.

WHEREAS, Owner owns premises located at 3329 Broad Street, Parkersburg, WV 26104 which is normally used for Stout Memorial United Methodist Church activities, and WHEREAS, User desires to use the \_\_\_\_\_ area of the church facility for the purpose of \_\_\_\_\_, and WHEREAS, Owner has agreed to allow User to use the facilities provided that the following terms and conditions are met.

It is Therefore Agreed By and Between the Parties:

1. Owner agrees to let User use the above described premises for the above described purpose on \_\_\_\_\_(date)  
Becky Phillips (secretary) is the contact person for Owner and \_\_\_\_\_ is the contact person for User to coordinate the details of usage.
2.  Non-Member Agreement. User agrees to give Owner \$200.00 deposit which shall be returned to the user after the event if the facilities are left in good, clean condition.  
 Member Agreement. User agrees to abide by all the terms and conditions of use described in the facilities usage policy.
3. User agrees that it will not use the premises for any unlawful purposes, and will obey all laws, rules, and regulations of all governmental authorities while using the above described facilities.
4. User agrees that it will not use the premises for any purpose that is contrary to the United Methodist Book of Discipline or the mission or principles of the church.
5. User agrees to abide by any rules or regulations for the use of the premises that are attached to this agreement, as well as the Owner’s Child Protection Policy when persons under the age of 18 are involved in the event.
6.  Organizational Users. User promises and warrants that it carries liability insurance with a minimum liability occurrence limit of \$1,000,000. The User will provide a certificate of insurance to the Owner at least seven days prior to the date upon which the User begins to use the above described premises. The certificate of insurance will indicate that User has made Owner an “additional insured” on User’s policy with respect to the use by Uses of the above described premises.  
 Individual Users. User promise and warrants they will be accountable for the safety and security of all participants attending the event.

7. User agrees to hold harmless, indemnify and defend Owner (including Owner's agents, employees, and representatives) from any and all liability for injury or damage including, but not limited to, bodily injury, personal injury, emotional injury, or property damage which may result from any person using the above described premises, its entrances and exits, and surrounding areas, for User's purposes, regardless of whether such injury or damage results from the negligence of the Owner (including Owner's agents, employees and representatives) or otherwise.
8. User agrees to be responsible for preparing for use and returning to the pre-use condition all areas of the premises which User will use, including entrances and exits.
9. User agrees to conduct a visual inspection of the premises and determine that the space requested is suitable and safe for their purpose. The user understands that no warranties have been made that the facility will be adequate for user's planned use.
10. In the event that Owner must cancel this agreement, User will be entitled to any deposit User has paid. However, in no event will Owner be liable to User for any loss arising out of User's inability to use the above described premises, even if Owner has been advised of the possibility of such damages.
11. User agrees that it will not assign any of its rights under this agreement, and any such assignment will void this agreement at the sole option of the Owner.
12. User understands and agrees that this facility use agreement does not establish an employer/employee relationship between user and owner. The User's event is neither a conducted event nor a sponsored event of the owner. In addition, it is understood that the owner will not exercise any physical or other control over the operation of the event other than those already spelled out in this facility use agreement. In addition, user understands that owner is not providing any supervision by this agreement.
13. This document contains the entire agreement of the parties and supersedes all prior written or oral agreements relating to the subject matter.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Owner  
Signed \_\_\_\_\_ Title \_\_\_\_\_

User  
Signed \_\_\_\_\_ Title \_\_\_\_\_

# Child Protection Policy Covenant Statement

(for use with non-church sponsored groups)

In accordance with the West Virginia Annual Conference of the United Methodist Church Child Protection/Safe Sanctuary policy, each non-church related group or organization where there are children and/or youth under the age of 18 years old present, an agreement form must be reviewed and signed by the listed group leader/leaders.

1. Stout Memorial United Methodist Church has a Child Protection policy in place. A copy of our policy has been attached to this statement for the leader/leaders of each event to study. The event leader(s) are responsible for understanding the policy and uphold to the fullest the policy in place.
2. It is the responsibility of the group or organizations leader(s) to inform fellow leaders and volunteers of the policy in place for Child Protection. It is of the utmost importance for everyone to be informed of and made familiar with the policy to be followed.
3. Background checks, or a completed list of those individuals who have been screened and approved to serve or volunteer, must be provided to the Child Protection Coordinator of Stout Memorial United Methodist Church. These will be kept confidential and stored in a locked file. Refusal to submit to a background check or provide a copy of prior screening will result in denial or termination of the Facilities Use Agreement.

Name of Group/Organization \_\_\_\_\_

Group Leader Name \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

I have studied the Child Protection Policy of Stout Memorial United Methodist church and am prepared to inform my fellow leaders and volunteers of the policy.

I agree to follow and uphold the Child Protection Policy of Stout Memorial United Methodist church.

Facility User Leader(s) Signatures

\_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_

Child Protection Coordinator \_\_\_\_\_

Date \_\_\_\_\_