

FACILITY USE POLICY

I. FACILITIES PURPOSE

- A. The Church's facilities were provided by God's benevolence and the sacrificial generosity of its members. All Church property is consecrated and set apart to worship God (Col. 3:17), and therefore is to be used exclusively to glorify God and edify the Body of Christ. Although the facilities are not generally open to the public, the Church makes its facilities available to approved members and non-members on a case-by-case basis as a witness to its faith, in a spirit of Christian charity, and as a means of demonstrating the Gospel of Jesus Christ in practice.
- B. The Church's facilities may not be used for activities that contradict, or are inconsistent with, the Church's beliefs, as summarized in the Church's Constitution which includes the statement of faith. This restricted facility use policy is necessary for two reasons. First, the Church may not in good conscience materially cooperate in activities or promote beliefs that are contrary to its faith (2 Cor. 6:14; 1 Thess. 5:22). Second, the Church must present a consistent public witness to the community through its stewardship of its property. Allowing facilities to be used by those who express beliefs or engage in practices contrary to the Church's faith would have a severe, negative impact on the message that the Church strives to promote and could cause confusion and scandal to Church members and the community. Therefore, only events that are consistent with the Church's religious beliefs, as determined by Pastor, shall be permitted.

II. APPROVED USERS

- A. The Pastor or his designee must approve all Church facility use requests.
- B. Priority shall be given to FBC Church members and FBC Church-sponsored groups or activities.
- C. In the Church's sole discretion, Church facilities may be made available to non-members or outside groups (the "User") meeting the following qualifications:
 - 1. The User must affirm that the planned facility use does not violate the Church's Statement of Faith.
 - 2. The User must submit a signed "Church Facility Reservation Request and Agreement" form (ATTACHMENT-2).
 - 3. The User must take responsibility for the facilities and equipment used and ensure that all use of the facilities and equipment is consistent with the Church's rules of conduct, as stated below and as described in any additional instructions by Church staff.
 - 4. The User must take responsibility for the facilities and equipment used.
 - 5. Such usage must be approved in a regular FBC Church Conference prior to granting use.

II. RULES FOR ALL FACILITIES

A. BASIC RULES (applicable to all facilities)

1. Facility use requests shall be made to the Pastor or Church Secretary by submitting the "FBC EDNA FACILITY REQUEST" and the "FACILITY USE AGREEMENT" (Attachments 2 & 3).
2. A Hold Harmless Agreement (Attachment-4) may be required for projects in excess of \$10,000 at the discretion of the Building and Grounds Committee.
3. The event will be reserved and placed on the church calendar only when the [Pastor] approves the use and the User pays the required Deposits.
4. Use of Church facilities is subject to a security deposit [and certain fees in accordance with Attachment-1], which may be waived in the [Pastor's] sole discretion.
5. The security deposit is required before the proposed date will officially be put on the church calendar. See Attachment-5.
6. The church custodian must be used for all events.
7. A custodial fee of \$100 for members and non-members will be required. If an event is scheduled after 5:00 PM, an additional fee of \$50 will be added.
8. FBC Facilities may not be used by persons or groups whose purpose is for personal gain.
9. The conduct of all persons involved or attending any event is required to be in accordance with the FBC Code of Conduct at all times.
10. No alcohol may be served on church property.
11. Smoking is prohibited anywhere on the premises.
12. Sex-specific changing areas, restrooms, and showers are to be used by members of the designated biological sex only.
13. Abusive or foul language, violent behavior, and drug or alcohol abuse are strictly prohibited on church premises. Any person exhibiting such behavior will be required to leave the premises.
14. For some non-Church-sponsored events, the User must provide a certificate of \$1,000,000 umbrella excess listing FBC Edna as additional insured and also sign a "Facility Use and an Indemnity and Hold Harmless Agreement", (Attachment-4). Insurance requirements will be determined by the Pastor and Building & Grounds chairman.

B. SANCTUARY USE RULES AND FEES

1. The Sanctuary may be used by members and non-members.
2. Decorating the Sanctuary:
 - a. No candles or flowers will be placed on the piano or organ.
 - b. Dripless candles are strongly recommended.
 - c. Plastic or other appropriate material will be placed under all candles and flowers to protect carpet and chairs.
 - d. No nails, tacks, staples, pins, tape, or glue will be used on any furniture or woodwork. It is suggested that Oasis (green floral) tape be used to attach articles to railings.
 - e. No candelabras will be attached to pews or railings in any way.
 - f. All decorations will be removed immediately following the event.
 - g. No candles will be placed in the alcoves of the windows.
 - h. Absolutely no food or drink, including bottled water, is allowed in the auditorium at any time (rehearsal, decorating, or event).
3. The music/songs to be used in the event must be approved by the Pastor **or his designee**.
4. The use of photography during the event should be kept to a minimum and some restrictions may be established by the pastor or staff member.
5. Members: A usage deposit will be required of church members and non-members (see Attachment-1).
6. The full fees are to be paid to the church office one week prior to the event.
7. The deposit amount will be retained by the church until after the event and will be refunded if there are no damages to the building or furnishings or if the event is cancelled and notice given two months prior to the date of the event.
8. It is recommended that events (and rehearsals) be scheduled at least three months prior to the event date.
9. Additional fees:
 - a. The removal of chairs from the choir loft may be done for a fee of \$1 per chair.
 - b. One solo microphone and one wireless microphone are included in the sanctuary usage fee. However, if any extra microphones, electronic accompaniments are needed, a church-approved sound technician will be appointed by the church and a fee will be required. The fee will cover the rehearsal and the event.

C. FELLOWSHIP HALL RULES AND FEES

1. A fee for both church members and non-members will be required for use of the Fellowship Hall.

2. A Custodial fee of **\$100** with fellowship hall as is or **\$150** if walls need to be removed will be required by members and non-members for custodial services at the reception. The church custodian must be used.
3. The custodial fee must be paid one week prior to the wedding date.
4. All decoration rules indicated in items **II.B.2** above concerning Sanctuary will also apply to the fellowship hall.
5. No decorations may be attached to or hung from the lighting fixtures in the fellowship hall.
6. Adjoining rooms inside the fellowship hall may NOT be used during the reception without prior approval.
7. No birdseed or rice may be distributed or thrown inside the building.
8. If any church owned utensils are used during the reception, all articles will be cleaned and returned to their appropriate places.
9. Any damages to church utensils or property in the kitchen or fellowship hall will be deducted from the deposit.
10. All decorations will be removed immediately following the reception.

D. STUDENT MINISTRIES BUILDING (SMB) USE AND FEES

1. The SMB will only be available to active church members. The event must be for an immediate family member (such as a spouse, child, parent, or grandchild.)
2. A \$50.00 deposit is required before an event will be scheduled. The deposit will be refundable if the building is left in satisfactory, clean condition.
3. The SMB will not be rented for dances.
4. A fee of \$10.00/hour for the use of the building, to be paid in advance to the church. There will be an additional \$20.00/hour for the gym.
5. If tables and chairs need to be set up there is an additional fee of \$150.
6. At least one sponsor of an event must be a member of the church who is responsible for set-up and clean-up and returning tables and chairs back as they were.

E. PARKING & OUTSIDE AREAS USE AND FEES

1. Use of outside areas is only available for Approved Church activities.

2. Such use is subject to approval in a regular Church Conference prior to scheduling.
3. Fees and cost reimbursements shall be established prior to scheduling the event on a case-by-case basis.

F. OTHER

Any additional requests for use of any facility owned or controlled by FBC Edna shall be handled on a case-by-case basis in accordance with the spirit and specificity of these rules. Such use shall be subject to approval in a Church Conference.

ATTACHMENT-1

FACILITY USE FEE SCHEDULE

See the FBC Facility Use Fee Schedule.

FBC EDNA FACILITY REQUEST

THIS AGREEMENT MUST BE AGREED UPON AND SUBMITTED PRIOR TO USE OF ANY FACILITY

Name: _____

Facility requested: _____

Address: _____

Date requested: _____

Phone Number: _____

Contact Person: _____

Email: _____

Event Title: _____

Website (if applicable): _____

Event Time: _____ - _____

Please state whether you are a:☐ Church Member ☐ Church-Sponsored Ministry ☐ Non-Member Individual☐ Non-FBC Edna Organization

For non-member groups, please state the organization's purpose and mission:

Describe the proposed event/activity:

Estimated number of attendees: _____

Rooms needed (check all that apply):☐ Sanctuary ☐ SMB ☐ Classroom (#____) ☐ Kitchen ☐ Fellowship Hall ☐ Parking Lot

Equipment, room set-up, or A/V needs: _____

FACILITY USE AGREEMENT

FACILITY: _____

EVENT: _____

DATE: _____

AGREED: I (the User) affirm that:

1. I understand that FBC EDNA (the Church) does not allow its facilities to be used in a way that materially conflicts with its faith and that all participating individuals must comply with the FBC Code of Conduct.
2. To the best of my knowledge, the purpose for which I am requesting use of the Church's facilities will not contradict the Church's faith as stated etc., and I commit to promptly disclose any potential conflict of which I am aware or become aware of to Church staff.
3. I understand that the Church does not allow its facilities to be generally available to the public, and that my use of these facilities is subject to [FBC Edna Church Conference approval], which is conditioned in part on my agreement to the requirements in the "FBC EDNA Facility Use Policy," a copy of which I have read and understood.
4. I understand that upon approval of my facilities use request, I will need to provide a security deposit in the [amount specified in Attachment-1], a confirmation of insurance (if required) for at least \$_____ of coverage, and any other fees required by the Church.
5. I understand that I will be responsible for any damages to the Church facilities resulting from this proposed use of facilities.
6. This usage of Church facilities is covered by the Hold Harmless Agreement (Attachment-4) of this Facility Use Agreement.

NAME: _____

SIGNATURE: _____

DATE: _____

APPROVED: _____ PASTOR

APPROVED: _____ BUILDING and GROUNDS

APPROVED: FBC Church Conference [DATE _____]

FIRST BAPTIST CHURCH
EDNA, TEXAS

HOLD HARMLESS AGREEMENT

This Hold Harmless Agreement ("Agreement") is made on (date) _____ between:

FIRST BAPTIST CHURCH of Edna, Texas (hereinafter referred to as the "Church")

AND:

_____ (hereinafter referred to as the "Contractor/User")

1. SCOPE OF AGREEMENT

This Agreement serves to indemnify the Church from all liability for damages arising out of the Use of Church facilities by individuals or from Contractors or Vendors providing Services to the Church.

2. HOLD HARMLESS AND INDEMNIFICATION

2.1 Contractor/User's Indemnification

The Contractor/User agrees to fully indemnify, defend, and hold harmless the Church, its employees, members, volunteers, trustees, and agents from and against:

- a) Any and all claims, damages, losses, and expenses (including legal fees and court costs) arising out of or resulting from the Contractor/User's performance of services, including but not limited to:
 - Personal injury
 - Property and facility damage
 - Bodily harm
 - Accidents
 - Negligence
 - Professional errors or omissions
- b) Any claims that arise from the Contractor/User's:
 - Use of Church facilities and premises
 - Equipment or tools
 - Interactions with Church staff or congregation members

2.2 Limitation of Liability

The total liability of the Contractor/User shall not exceed \$1,000,000, except in cases of gross negligence or willful misconduct.

3. INSURANCE REQUIREMENTS

The Contractor/User agrees to maintain the following insurance coverage:

- General Liability Insurance: Minimum \$1,000,000 per occurrence
- Professional Liability Insurance: Minimum \$500,000
- Workers' Compensation: As required by state law
- The Church shall be named as an additional insured on all policies

4. INDEPENDENT CONTRACTOR STATUS

It is expressly understood that the Contractor/User is independent and not an employee of the Church. The Contractor/User is solely responsible for:

- Payment of own taxes as applicable
- Provision of own equipment
- Personal insurance
- Compliance with all applicable laws and regulations

5. BREACH OF AGREEMENT

In the event of a breach of this Agreement, the non-breaching party shall be entitled to:

- Immediate termination of the contract
- Recovery of damages
- Pursuit of legal remedies

6. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, with any disputes to be resolved in Jackson County.

7. SIGNATURES

By signing below, all parties acknowledge that they have read, understood, and agree to the terms of this Hold Harmless Agreement.

Church Representative Name: _____ Signature: _____

Date: _____

Contractor/User Name: _____ Signature: _____

Date: _____

Witness Name: _____ Signature: _____

Date: _____

ATTACHMENT-5

Facility Use Fee Checklist

Name of Requester _____ Phone No. _____

Name of Organization _____ Phone No. _____

Event Date _____

Sanctuary Usage Fee:☐ Member: \$100.00☐ Non-Member: \$200.00

Paid: __/__/__

Paid: __/__/__

Sanctuary Deposit:☐ Member: \$100.00☐ Non-Member: \$200.00

Paid: __/__/__

Paid: __/__/__

Sanctuary Custodial:☐ \$100.00

Paid: __/__/__

Other Sanctuary Fees:☐ 1. Choir chair moving: _____ chairs @ \$1 per chair = \$_____

Paid: __/__/__

☐ 2. Stage instruments removal: \$100.00 Paid __/__/__☐ 3. After 5:00 PM Fee: \$50.00 Paid __/__/__☐ 4. Sound System Technician \$75.00 Paid __/__/__**Fellowship Hall Usage Fee:**☐ Member: \$50.00☐ Non-Member: \$75.00

Paid: __/__/__

Paid: __/__/__

Fellowship Hall Deposit:☐ Member: \$50.00☐ Non-Member: \$100.00☐ Paid: __/__/__

Paid: __/__/__

Custodial Fee:☐ \$100.00(\$150)

Paid: __/__/__

**\$100 for ½ the Fellowship Hall; \$150 if both sides of the hall are used. This will include taking down of the tables, chairs, and walls, cleanup, and replacing the hall back to the original setup.

SMB Usage charge: \$10.00 per hour X _____ hours = \$_____ Paid: __/__/__**GYM Usage charge:** \$20.00 per hour X _____ hours = \$_____ Paid: __/__/__**SMB-GYM Deposit:** \$50.00 Paid: __/__/__ Paid: __/__/__**Custodial Fee:** \$100.00 Paid: __/__/__**Chair Set-up Fee:** \$150.00 Paid: __/__/__

Refund by _____ Amount \$_____ Date: __/__/__