INTRODUCTION

The mission of Milford Hills 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 facility. When possible, MHUMC 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.

MHUMC 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. Available for ongoing usage is limited but can be considered. Our first priority is for the program and membership needs of MHUMC. Lesser use priorities are for any nonprofit groups that are supported by the church, then (2) other nonprofit organizations and groups. In the event of an unexpected event, including a funeral, power outage, or unexpected equipment malfunction, any previously scheduled event may be cancelled at the discretion of the Board of Trustees.

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 MHUMC. No activities or advocacy may take place within our buildings or grounds that conflicts with the policies and practices of The United Methodist Church.

Included in this guide are the following:

- Steps to Facility Use Scheduling
- Fees for Facility Usage
- Rules and Regulations of the MHUMC Board of Trustees
- Facilities User Agreement Form
- *Release and Indemnity Agreement* Form

STEPS TO FACILITY USE SCHEDULING

- 1. Complete the *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 accomidate your group.
- 3. Return the completed *Facilities User Agreement* to the church office at least 4-weeks in advance of the event. The Board of Trustees will then evaluate the request, and you will be notified if your request is approved or not approved. After approval, applicable fees are due to the church office at least 1-week prior to the event.

FEES FOR FACILITY USAGE

Fellowship Hall	
Church Member Individual Use	No Charge *
Outside Organization Use	\$250
Cleaning Deposit (Required for All)	\$50 (refundable)
Key Deposit	\$10 (refundable)

As approved by the Milford Hills United Methodist Church Board of Trustees

All fees received are used to help offset costs associated with utilities and custodial services of the facilities used.

* Use of church facilities shall be provided at no charge for the individual use of church members in good standing. Church members will be asked to provide, at their own discretion, a donation to help offset the cost of utilities and custodial services.

RULES AND REGULATIONS OF THE BOARD OF TRUSTEES

• INSURANCE RESPONSIBILITY

Organizational users will be required complete the *Release and Indemnity Agreement* form and promise and warrant that it carries liability insurance with a minimum liability occurrence limit of \$1,000,000. The organization shall provide a certificate of insurance to the MHUMC Board of Trustees at least 14-days prior to the date upon which the organization begins to use MHUMC facilities. The certificate of insurance will indicate that the organization has listed MHUMC as an "additional insured" on their policy with respect to the use of the organization of the MHUMC facilities.

Individual users, including church members, will be required to complete the *Release and Indemnity Agreement* form.

• BREAKAGE

All persons and/or groups using our facilities are expected to exercise reasonable care and judgement 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 judgement of the MHUMC Board of Trustees has been carelessly or irresponsibly subject 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.

• CLEANING OF FACILITY

Any group using the Fellowship Hall or Kitchen will be responsible for sweeping and mopping of floors after an event.

• SOUND AND/OR VIDEO EQUIPMENT

The Fellowship Hall sound equipment may be made available upon request. The systems may only be operated by a member of the MHUMC AVL team (at a cost of \$75 per event) or by technicians preapproved by the Board of Trustees. Group-provided sound, recording, or video equipment may not be

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attached to church systems (including the electrical system) through cables or connectors without prior approval.

• SMOKING POLICY

Smoking is not permitted on any church property. Violation of this rule is sufficient ground for a church staff member of Board of Trustee representative to withdraw immediately any group's use of the facilities and/or to deny use in the future.

• ALCOHOL / CONTROLLED SUBSTANCES POLICY

The serving, consumption, or use of alcoholic beverages, marijuana, or other controlled substance (without legal medical use) shall not be permitted at any time on church property, including the outdoor areas and parking lots. Violation of this rule is sufficient ground for a church staff member of Board of Trustee representative to withdraw immediately any group's use of the facilities and/or to deny use in the future.

• SUPERVISION OF CHILDREN AND YOUTH

MHUMC has adopted the policy of **Safe Sanctuaries** for children and youth. All users of the facilities are expected to follow the guidelines of this policy, including the following provisions:

- 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 should be currently certified in First Aid and CPR.
- Background checks will be required for all adults involved in the supervision of children and youth.

Questions regarding this policy should be directed to the MHUMC Safe Sanctuary Compliance Officer or the Board of Trustees.

• DECORATIONS

All decorations require prior approval of the Board of Trustees or their 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 8:00am through 9:00pm. Saturday from 9:00am until 6:00pm. Sunday from 1:00pm until 6:00pm.

The building must be completely cleared not later than 9:30pm on weekdays or 6:30pm on weekends to allow for the building to be closed promptly. Exceptions to these times must be approved in advance by the Board of Trustees and may be subject to an additional 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.

As approved by the Milford Hills United Methodist Church Board of Trustees

• 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. Any damage to vehicles is at the owner's expense; the church is not responsible for theft or damage to personal property.

• SECURITY

MHUMC strives 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.

• FACILITY KEYS

Users will be permitted to pickup the necessary keys from the Church Office no earlier than 2-business days before the event and should be returned on the first business day following the event. There will be a \$10 refundable deposit required when keys are obtained.

• CHURCH HOST

At the discretion of the Board of Trustees, or Senior Pastor, a Church Host may 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' direction or forfeit immediately the use of any part of the facility.

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

• EMERGENCY SCHEDULING CONFLICTS

The Board of Trustees reserves the right to preempt any facility use for its own in cases of emergencies, such as funerals. Notice will be provided as early as possible.

Policy Approved by the Milford Hills United Methodist Church Board of Trustees on May 15, 2018, to be effective July 1, 2018.

Grayson F Gusa, President

2018 Board of Trustees			
Grayson Gusa, President	Sissy Anthony	Susan Dean	
Daniel Crowe, Vice-President	Hershell Ball	Cynthia Dwiggins	
Joyce Richards, Secretary	John Davidson	Mark Shue	

Milford Hills United Methodist Church

1630 Statesville Blvd Salisbury, NC 28144 704-636-0471 www.milfordhillsumc.org

FACILITIES USER AGREEMENT

Date of Request:		
Name of Organization:		
Responsible Party:		
Nonprofit Status:	Federal ID Number:	
Address:		
Telephone Number:	FAX Number:	
Email Address:	L	
Organization's Purpose:		
Event Name and Description:		
Date(s) Requested:	Start Time:	End Time:
Facilities Requested:	day School Room(s) 🛛 Sanctu	ary
Anticipated Number of Participants:	Will food or drink be consumed?	
Will a participant fee be charged for the event? Yes (Please provide details) No	Please provide description of an	y participant fees charged:
Special Needs or Requests:		

RELEASE AND INDEMNITY AGREEMENT

It is Therefore Agreed By and Between the Parties:

- 1. Milford Hills United Methodist Church ("Church") agrees to let the Organization listed in the application ("User") use the premises described in the application for the purposes described in the application on the dates and times specified.
- 2. User agrees that it will not use the premises for any unlawful purposes, and will obey all laws, rules and regulation of all governmental authorities while using the Church facilities.
- 3. User agrees that it will not use the premises for any purpose that is contrary to the mission, purpose or beliefs of The United Methodist Church.
- 4. User agrees to abide by the rules and guidelines outlined in the Church Use of Facilities Policy.
- 5. User agrees to hold harmless, indemnify and defend Church (including Church's Board of Trustees, staff, officers, members 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 Church facilities, its entrances and exits, and surrounding areas, for the User's purposes, regardless of whether such injury or damage results from the negligence of the Church or otherwise.
- 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 Church at least 14-days prior to the date upon which the User begins to use the premises. The certificate of insurance will indicate that the User has made the Church an "additional insured" on the User's policy with respect to the use by the User of the Church premises.
- 7. User agrees to be responsible for preparing for use and returning to the pre-use condition all areas of the premise which User will use, including securing entrances and exits.
- 8. User agrees to conduct a visual inspection of the premises, including entrances and exits, prior to each use, and warrants that the premises will be used only if it is in a safe condition.
- 9. This agreement may be terminated by the Board of Trustees of the Church with no notice.
- 10. In the event that Church must cancel this agreement, User will be entitled to any deposit or fees the User has paid. However, in no event will the Church be liable to the User for any lost profits or incidental, indirect, special, or consequential damages arising out of User's inability to use the Church's facilities, even if the Church 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 opinion of the Church.
- 12. This document contains the entire agreement of the parties and supersedes all prior written or oral agreements relating to the subject matter.

By initialing, I recognize that I am aware that the Board of Trustees reserves the right to cancel any reservation and that the Church will not be held liable for any damages resulting from any cancellation.

Dated this $\{day}$ day of $\{month}$ $\{year}$.	
USER	CHURCH BOARD OF TRUSTEE REPRESENTATIVE
Printed Name	Printed Name
Signature	Signature
Title within Organization	Title within Church