

**Bruceville-Eddy United Methodist Church**  
404 West Third Street, Bruceville-Eddy, Texas 76524  
(254) 859-3330

**Building Use Policy and Lease Agreement**

**A. Purpose:** The Bruceville-Eddy United Methodist Church (BEUMC) maintains as part of its facilities; a Sanctuary, Sanctuary Fellowship Hall with Kitchenette, Family Life Center with Kitchen, and Bostic Hall which are available for lease to the public for the purpose conducting special events, including but not limited to weddings, funerals, meetings, receptions seminars, civic events, and family celebrations. The Church facilities were built for the purpose of providing a positive Christian spirit in the community and a safe place for special events available to the members of BEUMC and the surrounding community.

**B. Policy:** This policy shall establish the general rules, fees, and procedures for leasing facilities of the Bruceville-Eddy United Methodist Church, as described herein. The primary purpose for the BEUMC facilities is the worship of our Lord. BEUMC Facilities may not be used for any purpose that is contrary to the teachings of United Methodist Church.

1. Upon proper completion of an application, the use and occupancy of the BEUMC facilities shall be submitted to the Church Office at least 14 days prior to the scheduled event. Rental fees are due at least 14 days prior to the scheduled event. Reservation will not be confirmed until all fees are paid in full.

2. Applications for the use and occupancy of BEUMC Facilities, other than religious activities, must be approved by the Pastor, BEUMC Administrative Assistant, Chairperson of the Trustees, or the Chairperson of the Administrative Council. Services of worship and church functions have first priority for scheduling events in the BEUMC facilities. Due to unforeseen circumstances, BEUMC activities may have to be scheduled requiring the cancellation of a reserved event. Lessee agrees to subordinate to church activities which may require the Lessee to release and forfeit the facility on the reserved date and all fees shall be returned to the Lessee. In the event the Lessee desires to make preparations before an event, the preparation time will be part of the contracted use and occupancy period. In accordance with the United Methodist Code of Ethics, clergy other than the Local Pastor must contact, be advised, and invited into the building by the Local Pastor before he/she shall be able to perform any ministry duty concerning any special event conducted in the BEUMC facilities. Ministers, other than the Local Pastor, shall not conduct any event that is contrary to the teachings of the United Methodist Book of Discipline. No clergy shall perform services in the BEUMC facilities that has voiced their opposition to or has shown inability to accept the United Methodist Church as an institution of God.

3. The church must be notified in advance if any furniture movement will be necessary for the event. If permission is granted by the church, the Lessee will be responsible for moving the furniture. Lessee is also responsible for putting all furniture back in its original place. The piano or organ shall not be moved without the permission of the Pastor.

4. No technical systems or equipment will be provided unless specified. The Church sound system is available to be used in the presence of a Church member or a person approved by the Pastor or Chairperson of the Trustees. All set-up and take down of chairs and tables, and any posters and/or other visual aids, will be done by the group using the facility, unless otherwise arranged through the Pastor, Chairperson of the Trustees, or Chairperson of the Administrative Council. Nothing may be taped to the walls in the Sanctuary, Fellowship Hall, and Family Life Center.

5. Musicians selected to perform at events shall be the responsibility of the Lessee. Compensation for entertainment shall be the sole responsibility of the Lessee or their designee and the BEUMC shall not be held responsible for entertainment.
6. The use of amplified sound in such a manner or with such volume as to create a noise that is reasonably calculated to infringe on the rights and privileges of others is prohibited. There will be no amplified sound permitted after 11:00 p.m. Amplified sound includes, but is not limited to, any speaker more powerful than a portable radio, professional sound equipment, novice sound equipment, or any single instrument with an amplifier. (City of Bruceville-Eddy Municipal Code §8.05.003)
7. Rice or confetti shall not be used inside or outside the BEUMC Facilities.
8. Lessee may not store any property at the BEUMC Facility without prior written approval of the church. The Bruceville-Eddy United Methodist Church assumes no liability for any property of the Lessee that is damaged, lost, or stolen from the building and the Lessee agrees to hold the BEUMC harmless for any such occurrence. Any property left or stored outside any written approval by the BEUMC shall become the property of the BEUMC to be disposed of as the BEUMC decides.
9. Events and activities shall not continue after 10:00 p.m. without prior approval from the Board of Trustees or the Pastor.
10. No food or drink will be permitted in the Sanctuary.
11. BEUMC property, including but not limited to, long tables, folding chairs, etc. shall not be taken from the BEUMC Facilities by members or community organizations without prior permission of the Pastor, Chairperson of the Trustees, or the Chairperson of the BEUMC Administrative Council. All BEUMC property borrowed shall be signed for by the borrowing person who will be held responsible for their care and return. The person borrowing person shall confirm through the Church Office that the property to be taken has not been previously reserved for another function.
12. Children and youth groups shall not be allowed to use the BEUMC Facilities without adequate adult supervision. For the purposes of this Section, an adult supervision is an individual at least 21 years of age. The Pastor will make the final determination concerning the adequacy of supervision.
13. If the nursery is to be used as part of the lease, it is the responsibility of the function's sponsor to secure adequate supervision of the nursery. Under no circumstances shall children be left in the nursery unsupervised.
14. Smoking tobacco products, including but not limited to e-cigarettes, electronic nicotine delivery systems (ENDS), or vaping devices, are prohibited in all areas of the church facility, including parks, patio areas and parking lots.
15. No open flame candles are allowed in the BEUMC facilities without prior Approval of the Pastor or Chairperson of the Trustees (or their designee), other than for church worship services. Any other decorations shall not obscure the altar.
16. All sets, costumes, props, and other material used by the Lessee must conform to all existing fire and safety codes. The provision of the Fire Prevention Code that prohibits smoking, flammable decoration, open flames, and explosive or flammable fluids must be observed.

17. Each Lessee shall assume the responsibility of leaving the facility and equipment in reasonably clean condition, including the pick up and removal of all paper, food, and trash. If damage occurs, the Lessee is responsible and must pay for necessary repairs or replacement.
18. No meeting or use may be permitted to reflect negatively in any way upon any persons because of their race, creed, color, sex, religion, national origin, sexuality, age, or mental or physical handicap.
19. The Bruceville-Eddy United Methodist Church is a non-profit (IRS Code 501(c)(3) religious organization therefore, the facilities of the BEUMC are absolutely prohibited from directly or indirectly participating in, or intervening in, any political campaign on behalf of (or in opposition to) any candidate for elective office. However, events conducted in a neutral, non-partisan manner and not supporting any specific candidate or political initiative are permitted, i.e. a public forum including all candidates.
20. No intoxicating beverages or controlled substances shall be served anywhere within the BEUMC Facilities with exception of the Family Life Center (FLC) including Bostick Hall with approval of the Pastor or Chairperson of the Trustees. (UMC Book of Discipline, §162(L))
- a. Intoxicating beverage consumption is restricted to beer and wine (exceptions must be approved by the Pastor and chairperson of the Trustees).
  - b. All intoxicating beverages must be consumed within the Family Life Center including Bostick Hall.
  - c. Dispensing and Consumption of intoxicating beverages must comply with Texas Alcohol Beverage Commission (TABC) laws. **NO PEERSON UNDER THE AGE OF 21 SHALL BE ABLE TO POSESS OR CONSUME INTOXICATING BEVERAGES ON ANY BEUMC PROPERTY.**
  - d. The Lessee must provide security personnel at all events where intoxicating beverages are served. Lessees who are not members of the BEUMC must provide a licensed Security officer pursuant to Texas Occupations Code, §1702.113. BEUMC members are not required to provide a TOC licensed security officer but must designate persons acting as a security for the event.
  - e. Persons acting as security for the event must be at least 21 years old and Security personnel shall not consume intoxicating beverages at any time during the event. Security personnel must be designated at the beginning of the event.
  - f. A representative from the Bruceville-Eddy United Methodist Church must be present at all times during the event where intoxicating beverages are served.
21. Gambling, including but not limited to, public lotteries, casinos, raffles, internet gambling, gambling with an emerging wireless technology, and other games of chance as a recreation, as an escape, or as a means of producing public revenue or fund for the support of charities or government is prohibited within the BEUMC Facilities, unless otherwise approved by the Pastor and the Board of Trustees. (UMC Book of Discipline, §163(G)).
22. No donations or collections whether for charity or otherwise, shall be made or announced on the premises without the prior approval of the church.
23. No brochures, pamphlets, or other printed material may be sold, posted, or distributed without the prior consent of the church.
24. Maximum room capacity is determined by the Fire Marshal and will not be exceeded.

## **C. Definitions:**

I. Lessor: Bruceville-Eddy United Methodist Church (BEUMC), 404 West Third Street, Bruceville-Eddy, Texas 76524 maintains as part of its facilities.

II. Lessee: \_\_\_\_\_  
NAME OF LESSEE

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II. Facility: The Bruceville-Eddy United Methodist Church (BEUMC) maintains facilities located at 404 West Third Street, Bruceville-Eddy, Texas and 103 Ausborn Street, Bruceville-Eddy, Texas which are available for lease by members and non-members of the BEUMC.

IV. Clergy Member: The Pastor serving the BEUMC and Associate/Retired Supporting Pastor serving the BEUMC Congregation.

V. Visiting Pastor: Any Pastor, Priest, Minister, or clergy except the local pastor for the BEUMC.

VI. Member: Any person or persons on the membership roll of the Bruceville-Eddy United Methodist Church, who is active and participating in the life of the BEUMC. (UMC Book of Discipline, §215)

VII. Member Household: BEUMC Members residing under the same roof with an immediate familial relationship with other BEUMC Family Members and their adult children. For the purposes of this section, immediate familial relationship includes husband, wife, or significant other.

VIII. Non-Member: Any person or persons not on the membership roll of the Bruceville-Eddy United Methodist Church, which includes persons who are members that are not active and participating in the life of the BEUMC. Active and participating is defined as regularly attending services, participating in Church activities, or regularly tithing to BEUMC.

## **D. Fee Schedule:**

1. There will be no charge for the use of the Sanctuary for funeral services for members of the Bruceville-Eddy United Methodist Church or their immediate family.
2. A Member Household may submit a use and occupancy application and reserve BEUMC Facilities free of charge once each calendar year. Member fees shall take effect for subsequent BEUMC Facility use and occupancy applications and reservations.
3. Clergy Members of the BEUMC may submit a use and occupancy application and reserve the BEUMC Facilities free of charge.
4. There will be no charge for the use of the BEUMC Facilities for civic functions or activities on behalf of the City of Bruceville-Eddy for the general public benefit and Bruceville-Eddy Volunteer Fire Department meetings, or the Bruceville-Eddy Independent School District for awards and graduation functions.
5. Sanctuary [404 West Third Street]
  - a. Non-Member \$200 for 4 hours, \$50 for each additional hour or portion of an hour.
  - b. Member \$100 for 4 hours, \$25 for each additional hour or portion of an hour.
6. Fellowship Hall and Kitchenette area [404 West Third Street]
  - a. Non-Member \$200 for 4 hours, \$50 for each additional hour or portion of an hour.
  - b. Member \$100 for 4 hours, \$25 for each additional hour or portion of an hour.
7. Family Life Center Front Area, includes Kitchen [103 Ausborn Street]
  - a. Non-Member \$200 for 4 hours, \$50 for each additional hour or portion of an hour.
  - b. Member \$100 for 4 hours, \$25 for each additional hour or portion of an hour.
8. Family Life Center with Bostic Hall and Kitchen [103 Ausborn Street]
  - a. Non-Member \$400 for 4 hours, \$100 for each additional hour or portion of an hour.
  - b. Member \$100 for 4 hours, \$25 for each additional hour or portion of an hour.

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(254) 859-3330

**Non-exclusive Use and Occupancy Lease Agreement**

This agreement is made on \_\_\_\_\_ by and between the Bruceville-Eddy United Methodist Church  
*Date*

and \_\_\_\_\_  
*Lessee's name* *Lessee's complete address*

\_\_\_\_\_, will take effect on  
*Lessee's phone number* *Lessee's email address*

the \_\_\_\_\_ day of \_\_\_\_\_ and will continue for a period from \_\_\_\_\_  
*Day* *Month* *Year* *Beginning Time*

until \_\_\_\_\_ for the non-exclusive use and occupancy of  
*Ending Time*

☐ Sanctuary [404 West Third Street]

☐ Sanctuary Fellowship Hall and Kitchenette area [404 West Third Street]

☐ Family Life Center, includes Kitchen area [103 Ausborn Street]

☐ Family Life Center with Bostic Hall and Kitchen [103 Ausborn Street]

For the purpose of \_\_\_\_\_

By signing this document the Lessee acknowledges that they have read, understand, and agree to comply with the Bruceville-Eddy United Methodist Church (BEUMC) policies for the use and occupancy of BEUMC Facilities.

The Lessee shall indemnify, defend and save harmless the Bruceville-Eddy United Methodist Church, its officers, agents, and employees from and against any and all loss, cost (including attorneys' fees), damage, expense and liability in connection with claims, judgments, damages, penalties, fines, liabilities, losses, suits, administrative proceedings, arising out of any act or neglect by the lessee, its agents, employees, contractors, Lessees, invites, representatives, in, on or about the facility. This indemnity shall survive the termination of this agreement. Lessee hereby releases Bruceville-Eddy United Methodist Church from any and all liability or responsibility to Lessee or anyone claiming through or under Lessee by way of subrogation or otherwise for any loss or damage to equipment or property of Lessee covered by any insurance then in force.

**Rental fees are due at least 14 days prior to the scheduled event. Reservation will not be confirmed until all fees are paid in full.**

\_\_\_\_\_  
*Lessee Signature*

\_\_\_\_\_  
*BEUMC Representative Signature*