

Fairhill Manor Christian Church Building Use Policy

Final Version – March 15, 2021

Responsibility and Authority – The congregation delegates the responsibility and authority of property management to the Trustees. As a result, they have the responsibility and the authority to lease space to those individuals and group organizations who wish to use that space for events and activities relating to their purpose.

At the Board Meeting on January 8, 2020 the Stewardship Finance Ministry recommended that the Building Use Policy be updated annually so that the church charges a standard daily rental rate for usage by individuals and organizations that exceed one day and that is based on the square footage of the space being leased with a rental charge that is in line with the current year budget cost and applicable depreciation to operate and maintain the building. That cost will be updated annually based on the current year budget. In addition, the cost will include the depreciation of the church roof shingle replacement that is being depreciated over a period 25 years which is the warranty period of the roof shingles that were replaced in August 2019. It also includes the church parking lot sealing completed in the fall of 2019 that is being depreciated over a period of 5 Years. The rooms in the church have been laser measured to determine their square footage sizes. The size of the rooms and associated daily rental rates are listed later in this document. The rooms considered for rental in all cases is subject to final approval of the Trustees.

The second key change in the policy is to clear up a misconception that when the church charges a person or organization rent for using space in the church, they could potentially lose its non-profit status because it is acting as a rental agency. The Stewardship Finance Ministry researched IRS guidelines and determined that this section in the original policy is incorrect. A non-profit organization can generate unrelated business income that is subject to tax and special filing requirements. Form 990-T must be filed with the IRS should that income exceed \$1,000 per year. The term Unrelated Business Income is defined by the IRS as gross income derived from any unrelated trade or business that is regularly conducted by an exempt organization where the income less associated expenses are directly related to carrying on a trade or business as defined under Section 512(a) under the Internal Revenue Code.

Section 512(a)(6) requires exempt organizations that carry on two or more unrelated business income activities to report them separately. However, there are several different types of income that a non-profit can generate that are excluded from being unrelated business income. The ones that are most prevalent at Fairhill Manor Christian Church are dividends, interest and other investment income, rental income and royalties. The

opportunity for the church to make additional income is mainly in the area of their investments but rental income can also provide tax exempt income to the church.

With that said the General Policies, Property Administration, Security, and Other Property Usage guidelines are discussed below.

General Policies

1. Church Usage – The use of the property of Fairhill Manor Christian Church will be guided by the fact that it has been disclosed to the “mission” of our congregation as set out in the constitution and bylaws of the church. The building therefore is dedicated to worship, teaching the Bible, evangelism, discipleship, character building, and related activities. These activities will ALWAYS take priority over all other uses.
 - a. Weddings – See our “Wedding Handbook” for this policy
 - b. Funerals – The conducting of a funeral service is a responsible act of the church and shall be scheduled accordingly. It is customary to provide the church, the pastor, and support staff with an honorarium.
 - c. Church Groups – Organized church groups, committees, classes, and church related recreational activities will be accommodated as space is available. All groups should check with the church office or the Trustees about available space.
 - d. Individual Participating Member Events – Individual participating member’s activities such as birthdays, anniversaries, graduation parties, showers, etc. are permitted within the facility. However, activities being held by church members for non-participating members or non-members that exceed more than one day will be charged the daily rental rate for that particular room or rooms when they relate to non-church usage activities. Members renting the facility for personal activities that exceed one day are asked to do their own set up and clean-up and to pay the standard daily rate for the area they are renting that period.
2. Non-Church Usage – Fairhill Manor Christian Church can make the facility available to individuals and organizations without risking their tax-exempt status as per the IRS guidelines listed above. The daily rental rate will apply in these instances. Space can be rented to both profit and non-profit organizations because rental income is exempt from being classified as unrelated business income. However, facilities such as the church parking lot can not be leased to a profit organization on a continual basis for them provide regular parking space to their employees.

Property Administration

1. Scheduling and Calendaring – Scheduling facility usage is the responsibility of the church office in coordination with the Trustees and will be maintained via a scheduling calendar.
 - a. Regular activities such as worship services, Sunday School, midweek activities and other church group activities will be automatically scheduled and will take priority over all activities. It is important that during holiday periods of Christmas and Easter that those who wish to schedule meetings and other activities, plan in advance because the usage of the facility increases during those time periods.
 - b. Individual participating member activities will be received through the church office. “The Request for Use of Facility” form will be completed and submitted for request and will be scheduled on a first come first serve basis.
 - c. One-time non-church facility usage will be requested through the Trustees. The “Request for Use of Facility” form will be completed and submitted, then the Trustees will act on approval.
 - d. Long-Term church facility rental and usage must be requested through the Trustees. A formal lease document in conjunction with the “Request for Use of Facility” form must be completed and approved by the Board. The rental rates and other requirements of the lessee must be disclosed in the lease document. Once approved then the Trustees may act on the request.
 - e. Non routine church related meetings and activities will be scheduled as they are received.
 - f. Weddings must be scheduled as far in advance as possible.
 - g. Funerals will be scheduled as appropriate.

Other Property Usage

1. Tables and Chairs – The church **will no longer make available** a designated set of tables and chairs to borrow for off-site functions for either members or non-members
2. Organ and Pianos – The organ and the pianos are under the direct supervision and care of the organist and may not be used without the consent of the church.
3. Audio Visual Equipment – All audio/visual equipment shall be kept in a locked area when not in use. It will not be available for people to borrow or rent.
4. Kitchen Usage – A fully equipped kitchen is available to all church groups and approved non-church usage. Responsibility for cleaning and maintenance are as follows:

- a.) Cleaning – The custodian is responsible for regular cleaning of the kitchen and equipment.
- b.) Maintenance – The trustees will be responsible for maintenance of all kitchen equipment.
- c.) No use of kitchen equipment will be allowed other than for official church functions such as the Spaghetti Dinner. Member and Non-Members who rent the fellowship halls can bring their own crockpot or other types of food warmers but can not use any of the kitchen equipment.

5. Fellowship Hall

- a.) Church Related Groups – The custodian and the church group will work together in setting up and putting away tables, chairs, and other equipment needed for their activity.
- b.) Individual Member Events – The member using our facility for their personal event is responsible for setting up and putting away all equipment they use. They are also responsible for general clean up and trash removal from the facility. A custodial fee will be charged if a member wants the custodian to be in charge of equipment or cleanup.
- c.) Rental of the Fellowship Hall by non-members will require a security deposit which will be returned to them if the facility is cleaned up and left the way it was before an event began. Refer to the Use Fee Schedule on Page 6 for information regarding security deposits.

In consideration of the need to maintain a secure facility, special emphasis must be placed on security of our property. The Trustees are primarily responsible for the security of our property.

- 1. Key Log – A log of door keys will be maintained in the church office. Keys will be given only to those approved by the Trustees of our congregation.
- 2. People on Duty – As a general rule, either someone from the church staff or a participating church member should be present during either a church related or non-related church activity. That person has the responsibility of securing the facility before, during and after the event.
- 3. Repetitive Activities – During certain repetitive activities a group representative may be given door key and receive the responsibility of securing the facility. The Trustees will approve this.

RULES FOR BUILDING USE

1. No smoking is permitted in the church or on church grounds.
2. No alcoholic beverages are to be brought on or consumed on the church property.
3. No illegal drugs are allowed on the church property.
4. Groups are to use only rooms of the church that are assigned to them.
5. All children that come on church property must have adequate adult supervision.

Use Fee Schedule for General One Time Use for Non-Church Related Functions

ROOM	PARTICIPATING CHURCH MEMBER	NON-MEMBER	NON-MEMBER SECURITY DEPOSIT
Fellowship Hall	Donation	\$150.00	\$75.00
Fellowship Hall with use of kitchen facilities	Donation	\$200.00	\$75.00
Fellowship Hall with use of kitchen and tableware	Donation	Not Available	Not Available
Small Fellowship Hall	Donation	\$50.00	\$25.00
Other Rooms	Donation	\$50.00	\$25.00

For those who have functions that required advanced set-up, they will be allowed to come earlier or the day before to set-up. This should be coordinated with the Trustees. Anticipated time of use of facility for a particular function needs to be coordinated with the Trustees as well.

A Security Deposit will be required from all non-member users of the facility. The deposit will be returned pending acceptance by the Trustees that clean-up and placement of table and chairs are back the way they were before the event commenced.

Rental Fee Schedule for Ongoing Community Group & Non-Profit Group Usage

As of the effective date of this Building and Use Policy all community and non-profit groups will pay a standard daily rental rate that are in line with the budgeted costs to support and maintain Fairhill Manor Christian Church. The budgeted costs and square footage sizes and costs are shown on the attached sheet that is included in this document. The budgeted costs include utilities, outside services to support the facility, insurance and interest and depreciation expense on the shingle replacement of the roof that was completed in August 2019. That depreciation is being taken over a 25-Year period which is the warranty period of the roof. Other building depreciation is not included because of the building being over 50 years old it is assumed to be fully depreciated. However, the parking lot sealing and resurfacing depreciation that was completed in the fall of 2019 will be included in the cost and taken over a 5-Year period.

This rental fee schedule will be applied to community groups and non-profit organizations that use the building for more than one day. The daily rental rate is also summarized on the attached rental fee schedule. All rentals that fall under this category will require the completion and approval of the Facilities Use Agreement and document the start and end dates of the rental period and the daily rental rate as referenced in the attached schedule.

The following requirements to use the building will also include the following:

- a. Taking care of setting up, maintaining the room in good order. The cleaning of the room is included in the daily rental rate that is charged.
- b. Maintain a respectful attitude toward the facility.
- c. Use only the areas that are rented to them and maintain control of all participants.
- d. Must abide by all the building use rules.
- e. Sign and follow the building use agreement at all times.
- f. Report any incidents or unusual circumstances that occur to a church trustee or official.

Fairhill Manor Christian Church Building Use Forms & Rental Fee Information

Facilities Rental / Lease Agreement

Meeting & Event Scheduling Form

Room Size Chart

2021 Budget Square Footage Cost

FACILITIES RENTAL/LEASE AGREEMENT

This agreement by and between Fairhill Manor Christian Church (FMCC), located at 351 Montgomery Avenue, Washington, PA 15301, 724-225-8610 and the person/organization of _____ (User) which will take effect on the _____ day of _____, _____ for a continuous period of _____. The User desires to use the following areas of the church: _____

For the purpose of: _____

For the days and hours: _____

It is therefore agreed to by and between both parties:

1) Fairhill Manor Christian Church agrees to let the User use the above listed areas for the purpose and times listed above. The FMCC contact person for all schedules and events is the FMCC church secretary 724-225-8610 or fairhillmanor@yahoo.com.

The User contact person is: _____ Phone: _____

Address: _____

2) ☐ The User agrees remit to FMCC the amount of _____ due on the _____ day of each _____.

☐ Security deposit required in the amount of _____. Received ☐

☐ In consideration of the benefit of using FMCC facilities the User agrees to abide by ALL the terms of use and conditions described in this agreement.

3) User agrees that the premises will NOT be used for any unlawful purposes and will obey all laws, rules and regulations of all governmental authorities.

4) User agrees it will not use the premises for any purpose contrary to the mission of FMCC, which is a biblical based religious institution and will abide by the "RULES FOR BUILDING USE" attached.

- 5) ☐ Organizational Users; are required to carry liability insurance with a minimum occurrence limit of \$1,000,000 and present a copy of said policy to FMCC 7 days prior to using the noted areas of the premises. In addition the certificate of insurance will include FMCC as an "Additional Insured" on the User's policy in accordance to the use of the premises previously listed in this agreement.
- 6) ☐ Individual Users; shall obtain a "Meeting and Event Scheduling" form from FMCC prior to use of the facility for approval. In addition listing ALL participants of the event. If the participants are minors the User shall obtain a signed permission form from each parent or guardian for each minor, unless the parent or gaurdian are accompanying the minor.
- 7) ALL USERS agree to hold harmless, indemnity and defend FMCC, including any volunteers, agents, employees and representatives of FMCC, from any and all liability for injury or damage including, but not limited to; bodily, personal or emotional injury or property damage which result from User's event using the entrances, exits and surrounding areas of the property, regardless of whether such injury or damage results from the negligence of FMCC, including FMCC volunteers, agents, employees and representatives. If CONTACT TRACING should be necessary the User is required to supply required information to the requesting authorities.
- 8) User agrees to conduct a visual inspection of the premises, including entrances, exits and surrounding areas of the property, prior to each use and warrants that the premises will only be used if it is in safe condition.
- 9) User agrees to be responsible in preparing or altering the premises for use and returning the premises to pre-use condition, including entrances, exits and surrounding areas of the property.
- 10) This agreement may be canceled unilaterally by either party within 14 days by written notice to the other party.

11) In the event FMCC must cancel this agreement or event; the User will be entitled to any deposit paid. However, under no circumstances will FMCC be liable to the User, or it's participants for any lost profits or incidental, direct, indirect, special or consequential damages arising out of the User's inability to use FMCC premises under this agreement. FMCC reserves this right, even if advised of the possibility of damages.

12) User agrees that it will not assign any of the rights noted in this agreement and any such agreement will void this document in it's entirety at the sole discretion of FMCC.

13) This document contains the entire agreement by and between the parties and supersedes any and all written or oral agreement related to the subject matter.

Dated the _____ day of _____, _____.

FMCC representative

User representative/person

Position/Title

Position/Title

Date: _____

Date: _____

Security Deposit Disposition

Returned by: _____ Date: _____

To: _____

Received by: _____ Date: _____

Security Deposit NOT returned

Reason: _____

Determined by: _____ Date: _____

User/person notified: _____ Date: _____

By: _____

FAIRHILL MANOR CHRISTIAN CHURCH - MEETING & EVENT SCHEDULING FORM
FINAL VERSION 03/15/21

Proposed Event _____

Proposed Date _____ Proposed Timeframe _____

Alternate Date & Time _____

Outside Speaker _____ Phone Number _____

Rooms Needed _____

Number of Tables _____ Number of Chairs _____

Setup to be done by: _____

Organizational/Individual Sponsoring Event _____

Other organizations participating _____

Those expected to participate: (Check all applicable)

Senior Adults	<input type="checkbox"/>	Singles	<input type="checkbox"/>
Middle Age Adults	<input type="checkbox"/>	Couples	<input type="checkbox"/>
College Age	<input type="checkbox"/>	Married Couples	<input type="checkbox"/>
Senior High	<input type="checkbox"/>	For FMCC Only	<input type="checkbox"/>
Junior High	<input type="checkbox"/>	For Community	<input type="checkbox"/>
Elementary	<input type="checkbox"/>	For FMCC & Community	<input type="checkbox"/>
Preschool	<input type="checkbox"/>		<input type="checkbox"/>

Impact Group	
Core	<input type="checkbox"/>
Committed	<input type="checkbox"/>
Congregation	<input type="checkbox"/>
Crowd	<input type="checkbox"/>
Community	<input type="checkbox"/>

SEE BELOW FOR DESCRIPTION OF CATEGORIES

Contact Person for Event _____

Phone Number & Cell No. _____

This event will address:	
<input type="checkbox"/>	Spiritual/Discipleship
<input type="checkbox"/>	Fellowship
<input type="checkbox"/>	Worship Service
<input type="checkbox"/>	Evangelism/Outreach
<input type="checkbox"/>	Ministry

Comments: _____

Budgeted Event? _____ Yes _____ No

Budget Category _____

IF EVENT IS CANCELLED PLEASE CONTACT THE CHURCH OFFICE IMMEDIATELY AT (724) 225-8610

Core - These are members who actively serve in a ministry in your church.
 Committed - These are members who are serious about growing spiritual maturity.
 Congregation - Those who are committed to both Christ and membership in your church family.
 Crowd - Those who attend your church regularly but are not members.
 Community - Those living around your church who never attend or attend occasionally.

It is the intent of this form to provide a simple method of scheduling spiritual events first and to eliminate overlapping of funding raising and other events as best as possible. If you need assistance with this form, please call the church office at 724-225-8610 or stop by for help. Proposed dates may be obtained by the Office Administrator.

SQUARE FOOTAGE MEASUREMENTS OF FAIRHILL MANOR CHRISTIAN CHURCH
REVISED 02-26-21

ROOM		LENGTH	WIDTH	SQUARE FEET	MARK WITH AN "X" THE ROOMS THAT WILL BE AVAILABLE
NUMBER	DESCRIPTION				
1	ADMINISTRATIVE SECRETARY'S OFFICE	18	13	234	
2	PASTOR'S OFFICE	18	12	216	
3	CHILDREN'S WORSHIP & WONDER	18	16	288	
4	CHOIR LOFT	46	12	552	
5	CHOIR ROOM	25	18	450	
6	CHURCH FRONT ENTRY AREA - COFFEE & DONUTS	30	11	330	
7	CHURCH KITCHEN	31	14	434	
8	CHURCH LIBRARY	21	21	441	
9	CHURCH PARLOR	25	13	325	
10	CHURCH SANCTUARY	74	38	2,812	
11	COMMUNION PREPARATION ROOM	22	11	242	
12	GREEN ROOM - DOWNSTAIRS	23	18	414	
13	KINDERGARDEN SUNDAY SCHOOL ROOM BASEMENT	21	13	273	
14	LARGE FELLOWSHIP HALL	79	38	3,002	
15	LITERACY COUNCIL - 2ND FLOOR	15	12	180	
16	LITERACY COUNCIL - ROOM #4 - DOWNSTAIRS	18	13	234	
17	NARTHEX	38	11	418	
18	NURSERY	18	16	288	
19	PALOR	25	13	325	
20	ASSOCIATE PASTOR'S OFFICE - UPSTAIRS	20	15	300	
21	RECORDS STORAGE ROOM - THIRD FLOOR	10	7	70	
22	SHEPPARDS ROOM	25	19	475	
23	SMALL CHURCH SANCTUARY	26	18	468	
24	SMALL FELLOWSHIP HALL	46	24	1,104	
25	SOUND ROOM - THIRD FLOOR	16	4	64	
26	STORAGE ROOM - NEXT TO CHOIR ROOM	19	7	133	
TOTAL SQUARE FOOTAGE				14,072	

PLEASE NOTE THAT THE ROOM NUMBERS ARE JUST NUMBERS AT THIS POINT. THE TRUSTEES CAN MAKE ANY CORRECTIONS OR NUMBER SEQUENCE THAT THEY FEEL IS BEST TO USE AND THE CHART WILL THEN BE REVISED LATER TO REFLECT THOSE NUMBERS. HALLWAYS, THE TRUSTEES CLOSET AND WOMENS REST ROOM HAVE BEEN REMOVED FROM THIS CHART.

FAIRHILL MANOR CHRISTIAN CHURCH

2021 BUILDING COSTS

CHURCH BUILDING & DEPRECIATION COSTS

BUILDING EXPENSES

CAPITAL - CHURCH ROOF - 2021 LOAN INTEREST	\$2,010.60
CAPITAL - CHURCH ROOF - 25 YEAR DEPRECIATION ON \$118,500 - YEAR 1	\$4,740.00
CAPITAL - PARKING LOT - 5 YEAR DEPRECIATION ON \$9,500 - YEAR 1	\$1,900.00
CUSTODIAL SUPPLIES	\$1,200.00
CUSTODIAN WAGES	\$14,872.00
CUSTODIAN PAYROLL TAXES	\$1,137.71
ALLOCATED WORKERS COMPENSATION - CUSTODIAN	\$165.00
ELECTRICITY	\$4,500.00
INTERNET & PHONE	\$3,651.72
LAWN CARE	\$3,000.00
MAINTENANCE SUPPLIES	\$3,000.00
NATURAL GAS	\$8,200.00
PROPERTY INSURANCE	\$6,800.00
SEWAGE	\$150.00
SNOW REMOVAL	\$3,500.00
TRASH REMOVAL	\$840.00
WATER	\$900.00
TOTAL ANNUAL BUILDING EXPENSES	\$60,567.03
TOTAL SQUARE FEET	14,072
COST PER SQUARE FOOT	\$4.30