

## WESLEY UNITED METHODIST CHURCH BUILDING USE POLICY 2.0a

## **Wesley United Methodist Church**

98 North Maple Street
Hadley, Massachusetts 01035
Tel: (413) 549-1550
Email: office@wesleyfamily.org

# WESLEY UNITED METHODIST CHURCH BUILDING USE POLICY 2.0a

### INTRODUCTION

The primary purpose of Wesley United Methodist Church is to carry out the ministries of the local church. Wesley Church has an active ministry to children, youth, adults, and senior adults. The music program of the church is one of the finest in the area. Our programs and our people are the top priority when it comes to the use of our church facility. However, Wesley still wishes to expand its outreach into the community by offering the use of its facilities.

Building 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 **Room Use Agreement** has been completed and executed by the Board of Trustees or its designee.

Wesley Church has had a number of long-standing relationships with several community organizations for ongoing use of the facility. Other local organizations and individuals have also used our facilities for one-time or short-term usage. Availability for ongoing usage is limited, but can be considered. Our first priority is for the program and membership needs of Wesley Church. Lesser use priorities are for nonprofit groups that are supported by the church, then (2) other nonprofit organizations and finally (3) other for-profit organizations.

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 Wesley Church. No activities or advocacy may take place within our buildings or grounds that conflicts with the policies and the practices of Wesley Church and The United Methodist Church. Approval will be determined by The Trustees of Wesley Church.

Included in this guide are the following:

- 1. Steps to Facility Use Scheduling
- 2. Fees for Facility Usage
- 3. Special Requirements and fees for Events
- 4. Long Term Facility Usage
- 5. Non-violent physical exercise classes
- 6. Overnight Events
- 7. Cancellation Policy
- 8. Rules and Regulations of the WUMC Board of Trustees
- 9. Room Use Agreement Form
- 10. Release and Indemnity Agreement Form

#### STEPS TO FACILITY USE SCHEDULING

- Please contact the Church Office to confirm that the date and time for the requested room use is available. (Availability of the date and time does not reserve that date and time until the Trustees approve the Room Use Agreement. Do not expect the Church Office to determine the applicable fee. The applicable fee will be determined by the Trustees upon their approval of the Room Use Agreement as outlined below.)
- 2. Fill out a **Room Use Agreement**. One is included in this guide or you may obtain one from the church office or at our website: www.wesleyfamily.org.
- 3. Attach any additional information you feel might be useful in helping us determine if we can accommodate your group.
- 4. Return the completed *Room Use Agreement* to the Church Office at least 3 weeks in advance of the event. The Board of Trustees will then evaluate your request and you will be notified if it is approved or not approved. After approval, **applicable fees are due at the Church Office at least 1 week prior to the event.**

Note: To reserve a date and time for more than 3 weeks in advance, a \$15 "Reserve the Date Fee" is due upon Room Use Agreement approval. This fee will be applied towards the applicable room use fee. This fee is non-refundable except as noted in the Cancellation Policy below.

#### FEES FOR FACILITY USAGE\*

Please note the fee schedule below. Also, be sure to review the Impact Fee schedule following the basic fee table. (Please see separate policy and fee schedule for Weddings)

- **Type A**Non-profit educational and other activities that are considered an extension of our ministry as evidenced either by our financial support or annual application through our Church Council. Federal I.D. Number is required.
- **Type B** Civic and service activities, including musical groups, service clubs, fraternal organizations, etc.
- **Type C** For-profit organizations, Non- member receptions, and other one-time Special Events

ROOM	Type A	Type B	Type C
Sanctuary (275) people max.)	\$225	\$275	\$325
Great Room (Social Hall)	\$175	\$225	\$275
(205 people max)	4005	4077	****
Great Room and Kitchen: with specific approval of the Board of Trustees only	\$225	\$275	\$325
Divided Meeting Room (15 people max)	\$20	\$30	\$40
Meeting Room (30 people max)	\$25	\$35	\$45
Meeting Room (w/kitchenette) (30 people max)	\$30	\$40	\$50

Divided Classroom (15 people max w/kitchenette)	\$25	\$35	\$45
Classroom (30 people max, w/kitchenette)	\$35	\$45	\$55

<sup>\* -</sup> pricing is subject to change

Fees are based on a minimum of one segment of time: Morning (8:00-12AM), Afternoon (1:00-5:00PM), Evening (5:30 – 9:30PM) Any additional time taken over and above the contracted time segment will be prorated and charged at the applicable rate.

#### JANITORIAL/SET UP FEE for Great Room\*

	0-50 people	51-100 people	100+ people
Minimal Set Up	\$25	\$50	\$80

<sup>\* -</sup> A Janitorial/Set Up fee is charged at the discretion of the Board of Trustees taking into account factors such as setup requirements, number of participants, use of any special equipment, food and drink, etc. Based on these factors, fees may be in excess of these guideline amounts.

#### SPECIAL REQUIREMENTS FOR "EVENTS"

"Events" are defined as those room use activities where more than 200 people are in attendance or are anticipated to be in attendance.

At the time of the approval of the Room Use Agreement by the WUMC Board of Trustees, a pre-event meeting should be scheduled between the Trustees or their representative and the person/s responsible for the event. (It is recommended that the signer of the Room Use Agreement attend this meeting.) The purpose of the meeting is to discuss, coordinate and finalize arrangements for room set up, parking plan, crowd control and overall event safety.

When planning the event please include the following considerations:

- To comply with fire code occupancy requirements, no more than 480 tickets should be printed and sold. This maximum number may be reduced by WUMC depending on the event room set-up arrangement. The final maximum number will be reviewed at the pre-event meeting.
- Maximum occupancy of the Sanctuary is 275. Maximum occupancy of the Great Hall is 205. These maximum numbers may be reduced by WUMC depending on the event room set-up arrangement.
- If more than 275 people are expected to attend a sanctuary event, WUMC recommends a 2-tier admission pricing structure to accommodate those who will have to be seated outside the sanctuary in the Great Hall where there will be less comfortable seating, a somewhat obstructed view and reduced acoustical qualities.
- If more than 275 people are expected, 3 WUMC supplied parking lot attendants are required at fee of \$60.
- To comply with fire code occupancy requirements, if the event is to be either an "admission collected at the door" or "no admission fee", WUMC will control the maximum number of event attendees, based on fire code occupancy requirements and the event room set up arrangement.

#### **Special Fee Schedule for Events**

"Events" are defined as those room use activities where more than 200 people are in attendance or are anticipated to be in attendance.

There are 2 types of events: (1) those activities that require the use of the Sanctuary and the Great Hall and (2) those activities that only require the use of the Great Hall. (Any sanctuary event that will have over 275 attendees will also require the use of the Great Hall.)

A	В	С
•	<u> </u>	$\overline{}$

Sanctuary and Great Room*	\$725	\$825	\$925
Great Room only**	\$225	\$275	\$325

<sup>\*</sup> Includes: 1 pre-event 3 hour Sanctuary practice session, Sanctuary and Great Room set up, and the use of up to 2 meeting rooms during the event.

#### LONG TERM FACILITY USAGE

"Long Term Facility Usage" is defined as a Room Use Agreement where four (4) or more usages are scheduled for the same activity, the same facility, with a committed schedule under the same Agreement terms. Facility Usage Fees will receive a discount of twenty five percent (25%) for Long Term Facility Usage Room Use Agreements. Long Term Facility Usage Agreements may extend for a term of one (1) year. (Janitorial/Set Up Fees are not discounted for Long Term Facility Usage Room Use Agreements.)

#### **NON-VIOLENT PHYSICAL EXERCISE CLASSES**

The fee for the use of the Great Room for each non-violent physical exercise class will be fifty dollars (\$50) per use, plus any applicable impact fee. There is no discount for long term facility usage for exercise classes.

#### **OVERNIGHT EVENTS**

Room Use Agreements that propose to include overnight scheduling will be considered and approved by the Trustees on a case-by-case basis. Fees for each overnight agreement will be based on the fee schedules above, but will be adjusted based on the types of activities involved and facilities that will be used.

#### **CANCELLATION POLICY**

In the case of the cancellation of a scheduled facility usage, the responsible party should notify the church office in writing or via email as soon as possible. Refund of the Facility Usage Fee amount will depend on the following:

- With two (2) weeks or more notice of cancellation refund of the full fee minus the non-refundable Reserve the Date fee.
- With less than (2) weeks, but more than one (1) week notice of cancellation refund of 75% of the full fee minus the non-refundable Reserve the Date fee.
- With less that one (1) week notice of cancellation refund of 50% of the full fee minus the non-refundable Reserve the Date fee.
- A cancellation caused severe weather as noted by the Severe Weather Center refund of the full fee.
- A cancellation determined by Wesley United Methodist Church refund of the full fee.

<sup>\*\*</sup> Includes: Great Room set up

For security purposes and to cover any additional charges over and above the original contracted fee, (breakage, additional usage time, etc.), a valid credit card number from the Responsible Party must be included with the Room Use Agreement.

## RULES AND REGULATIONS OF THE BOARD OF TRUSTEES

#### **BREAKAGE**

All persons and/or groups using our facilities are expected to exercise reasonable care and judgment 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 judgment of the WUMC Board of Trustees has been carelessly or irresponsibly subjected 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 setup changes requested by the group are subject to approval by the Board of Trustees and are considered in the calculation of Impact Fees noted above.

#### **ORGAN AND PIANO USE**

Permission to use the organ, or piano must be granted by the WUMC Director of Music. If the user wishes to have instruments tuned, a craftsman approved by the WUMC Director of Music or Organist will tune them at the user's expense. Pianos cannot be moved except by permission from the Director of Music or the Board of Trustees.

#### **SANCTUARY FURNITURE**

Sanctuary furniture cannot be moved except by permission of the Board of Trustees (this also applies to the chancel furniture.)

#### **SANCTUARY SOUND AND/OR VIDEO SYSTEM**

The Sanctuary sound reinforcement or video recording systems may be made available upon request. The systems may only be operated by the WUMC sanctuary systems technicians (at a cost of \$75 per event) or by technicians pre-approved by the Board of Trustees. Group-provided sound, recording, or video equipment may not be attached to church systems (including the electrical system) through cables or connectors without prior approval.

#### **SMOKING POLICY**

All members of all groups using our facilities shall abide at all times by a "no smoking" rule on church property. Violation of this rule is sufficient grounds for a church staff member to withdraw immediately any group's use of the facilities and/or to deny use in the future.

#### **ALCOHOL POLICY**

The serving, consumption, or use of alcoholic beverages, marijuana, or other controlled substances shall not be permitted at any time on church property, including the outdoor areas and parking lots.

#### **NO GAMES OF CHANCE**

Church policy prohibits the use of games of chance or gambling on the church premises. This would include such activities as raffles or lotteries.

#### SUPERVISION OF CHILDREN AND YOUTH

This church has adopted the policy of **Safe Sanctuaries** for children and youth. All users of the facility are expected to follow the guidelines of this policy including the following:

- 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 must be currently certified in First Aid and CPR.
- The adults involved with the children must receive annual training related to child abuse prevention.

Any questions regarding this policy should be directed to the pastor or Board of Trustees.

#### **NURSERY USE**

The nursery facility <u>may</u> be made available by arrangement at least 2 weeks prior to the event by contacting the WUMC Nursery Committee through the church office. Our WUMC Safe Sanctuary policy requires that two WUMC approved nursery care providers must be present to operate the nursery. At least one of these must be a Wesley Church qualified caregiver. Both must be adults over the age of 18. Without prior arrangements having been made as outlined above, the Nursery will remain closed and unused during the room use agreement period.

#### **FOOD AND DRINK**

No food or drink is allowed in the Sanctuary except for plain water. All other food and drink requires approval in advance as noted in the Room Use Agreement.

#### **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. Helium filled balloons are not permitted inside the building.

#### STARTING AND ENDING TIMES

- Monday through Saturday from 8:00AM. through 9:30 PM.
- Sunday from 2:00 PM. through 9:30 PM.

The building must be completely cleared no later than 9:30 PM to allow 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 a custodial surcharge.

#### RECYCLING

Recycling is a policy of our church. As a part of that policy, no Styrofoam cups, bowls, plates or other Styrofoam articles are to be used by anyone at the church. Receptacles for recycling glass, tin, aluminum and paper will be available. Every organization is responsible for complying with this policy.

#### **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

#### **BICYCLES AND SKATEBOARDS**

No sport bicycling or skateboarding is allowed on church property. No bicycles or skateboards are allowed inside the church facility.

#### **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 and excludes certain spots that may be specifically reserved at all times for staff of the church. Any damage to vehicles is at the owner's expense; the church is not responsible for theft or damage to personal property.

#### **EVENT PARKING**

A special plan for parking during events will be reviewed at the Event Planning Meeting. (see above, "Special Requirements for Events")

#### **SECURITY**

Our church works 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.

#### **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' directions or forfeit immediately the use of any part of the facility.

Arrangements for access into the church facility will be made upon approval of the Room Use Agreement. If required, one electronic access key will be loaned to the Responsible Party during the scheduled facility usage. The key should be returned to the church office upon completion of the facility usage. There is a \$20 deposit required for use of the electronic key that will be refunded upon return of the key.

#### **EMERGENCY SCHEDULING CONFLICTS**

WUMC reserves the right to pre-empt any facility use for its own in cases of emergencies, such as funerals. Notice will be provided as early as possible. In this case, a full refund will be made to the renting organization.

## Wesley United Methodist Church 98 North Maple Street

98 North Maple Street Hadley, Massachusetts 01035 Tel: (413) 549-1550

E-Mail: office@wesleyfamily.org

## **ROOM USE AGREEMENT**

PLEASE COMP	PLETE ENTIRE	FORM:				
Date of Request	; 	<del></del>				
Name of Organiz	zation					
Contact Person's	Name					
Responsible Pers	son					
Non-Profit?	Yes, Federal ID	No		No		
Address						
Organization Day	y Phone:			Fax		
E-mail						
Organization's P	urpose/Mission_					
Event Name and	Description					
Date(s) Requeste	ed		Start Time	Enc	d Time	
(Dates may not b Trustees permiss		re than twelve (12) r	nonths in advanc	ce, except with spe	cific Board of	
Will the event be	e recurring?:					
One time	e only		Monthly			
Weekly			Multiple days	<b>;</b>		
Which day of the	e week? : (circle	one)				
Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Room(s) Reques	ted:					
Meeting	Room (15 peop	le max)				
Meeting	g Room (30 peop	ole max)				
Meeting	g Room (with kit	tchenette – 30 peopl	le max)			
Classroo	om (with kitchen	ette - 15 people ma	x)			
Classroo	om (with kitchen	ette - 30 people ma	x)			
Great R	Loom (Social Ha	11)				
Great R	oom Kitchen (av	vailable only by spe	cial arrangemen	t with the Board o	f Trustees.)	
Sanctua	ıry					

Nursery (available only by special arrangement with the WUMC Nursery Committee)
Anticipated Number of attendees:
Will an admission fee be charged?YesNo
Will tickets be sold?YesNo
Will food or drink be consumed?YesNo
I/we have read and understand the "WUMC Building Use Policy" and the "Rules and Regulations of the Board of Trustees". (please initial here)
Special Needs or Requests
Set Up Instructions

## **Release and Indemnity Agreement**

This **Release and Indemnity Agreement** is between the above-named organization ("Organization") and Wesley United Methodist Church of Hadley, Massachusetts ("church").

#### **RECITALS**

- The church is the owner of the real property and improvements located at 98 North Maple Street, Hadley, Massachusetts ("Property").
- The Organization desires to use the Property described above for meetings and/or other activities.

#### **AGREEMENT**

NOW THEREFORE in consideration of this church permitting the Organization to use the Property and improvements described above, the Organization agrees as follows:

- 1. The Organization hereby releases, discharges, and covenants not to sue the church or its Trustees, administrators, directors, agents, officers, members, volunteers, and employees, from any and all liability, claims, demands, losses, or damages arising out of the Organization's use of the Property. If any member, guest, invitee, or participant of the Organization makes any claim against the church or its Trustees, administrators, directors, agents, officers, members, volunteers, or employees, in connection with the Organization's use of the Property, the Organization will indemnify, defend and hold the church and its administrators, directors, agents, officers, members, volunteers, or employees harmless from any and all litigation expenses, attorney fees, losses, liability, damages, and costs arising out of such claim.
- 2. The Organization represents that it carries standard general liability insurance coverage with a minimum of \$500,000 per occurrence. Upon request, Organization will provide the church with proof of liability insurance, and if requested, will add the church as an additional insured under Organization's general liability policy.

### ACCEPTANCE OF RESPONSIBILITY

I agree to be responsible for the conduct of those coming to, or participating in, the activity for which this application is being made, and for any damage beyond normal wear and tear that may occur as a result of this activity. I will remove all signs and decorations posted by my group immediately after the meeting/event has ended. I further agree that the church Property will be used in accordance with the Rules and Regulations of the Board of Trustees, and I hereby consent to the Release and Indemnity Agreement.

Signature:		
Print Name:		
Title:		
VISA/MasterCard Number (	REQUIRED)	
Expiration Date:		
Billing Address		
FOR OFFICE USE ONLY	•	
ROOM USE CATEGORY:		
Request Denied:		
Agreed Upon Fees : \$	Room/s	
	Janitorial/Set up Fee	
	Electronic Key Deposit	
	Reserve the Date Fee	
	Audio/Visual (separate check, please)	
	Total (minus applicable discount @%)	