

# First Christian Church Building Use Policy and Agreement

## PREFACE

First Christian Church of Denton is a congregationally governed church. The Official Board has been delegated by the congregation to be responsible for directing the vision (Attachment I) and governing the Church. It has the responsibility to manage the property including determining appropriate use of the facilities. Facilities use decisions are made in consultation with the Minister and the Property Committee.

## FACILITIES USE

- A. Organizations, activities, committees, boards, and ad hoc groups of First Christian Church of Denton and the wider church shall have priority in the use of the facilities while adhering to the applicable rules and restrictions of this use policy. These groups simply need to clear the calendar with the Church office and make any necessary arrangements for a key or staff member to provide access. Refer to the Facility Use Request Form to see a comprehensive list of suggested donations for each space.
- B. Individual members of the church wanting to use church facilities for personal reasons should submit their requests to the Property Chair for Committee approval. The user should consider a donation to the church for using the facility. In general, no fundraising events are permitted. Donations - Please check with the Property Committee Chair for ideas of goods and services that can be performed on Church property by you or your group to defray your operating costs.
- C. First Christian Church Denton has a long tradition of cooperation with community groups devoted to culture, education, and spiritual welfare.

This agreement by and between First Christian Church of Denton 1203 Fulton Street Denton, TX 76201

("Owner") and \_\_\_\_\_  
*User's Name*

\_\_\_\_\_  
*User's Address*

("User") will take effect on the \_\_\_\_ day of \_\_\_\_ and will continue for a period of \_\_\_\_  
*Day Month Year Time Period*

WHEREAS, Owner owns premises located at 1203 Fulton Street Denton, TX 76201

Which is normally used for a House of Worship, and WHEREAS, User desires to the use the

\_\_\_\_\_ area of the facilities for the purpose of  
*Area of Premise*

\_\_\_\_\_  
*Purpose of use*

and WHEREAS, Owner has agreed to allow User to use the facilities provided that the following terms and conditions are met.

**IT IS THEREFORE AGREED BY AND BETWEEN THE PARTIES:**

1. Owner agrees to let User use the above described premises for the above described purpose on

\_\_\_\_\_ .  
*Describe time(s) and day(s) of usage*

Normal scheduling of the building is coordinated initially through the church office 940-566-4990.

2.  Fee Agreement. User agrees to donate to the Owner \_\_\_\_\_ for the use of the premises. *Amount*

Non-Fee Agreement.

3. User agrees that it will not use the premises for any unlawful purposes, and will obey all laws, rules, and regulations of all governmental authorities while using the above described facilities.
4. User agrees to abide by any rules or regulations for the use of the premises that are attached to this agreement.
5. User agrees that it is solely responsible and required to implement appropriate screening and supervision procedures to protect children, youth, and vulnerable adults attending the user's function at the above described facilities.
6. **Commercial Use Only** - User is required to carry liability insurance with a minimum liability occurrence limit of \$1,000,000.00 and a maximum of \$2,000,000.00. The User will provide a certificate of insurance to the Owner at least seven days prior to the date upon which the User begins to use the above described premises. The certificate of insurance will indicate that User has made Owner an "additional insured" on User's policy with respect to the use by User of the above described premises. The Official Board will set the minimum level of coverage. The Property Committee may consider exempting one-time use groups from this requirement.
7. A written request for a facilities use criteria waiver should be submitted to the Property Committee.
8. User agrees to hold harmless, indemnify and defend Owner (including Owner's agents, employees, and representatives) from any and all liability for injury or damage including, but not limited to, illness, exposure to infectious/communicable disease, bodily injury, personal injury, emotional injury, or property damage which may result from any person using the above described premises, its entrances and exits, and surrounding areas, for User's purposes, regardless of whether such injury or damage results from the negligence of the Owner (including Owner's agents, employees and representatives) or otherwise.
9. User agrees to be responsible for preparing for use and returning to the pre-use condition all areas of the premises which User will use, including entrances and exits.
10. 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.
11. Damage to Church property shall be reported immediately to the office staff in person or by telephone. The area used by the group or organization will be inspected after each use.

12. The User assumes full responsibility for damage to the Church facilities and/or equipment in the permitted room(s).
13. Times of use specified on the facilities use request form will be strictly honored.
14. The following criteria will be used to ensure the continued safety and security of the facilities:
  - a. Equipment and furnishings of the Church shall not be removed from the Church property.
  - b. Building use is restricted to the room(s) approved. All other areas of the facility are off-limits.
  - c. Groups using the facilities are expected to straighten up and leave tables and chairs arranged as they found them, or set up as directed.
  - d. Lights should be turned off, bathrooms checked, doors locked, windows closed, and garbage removed.
  - e. The following restrictions apply to the entire facility, both inside and outside the buildings:
    - i. No Smoking.
    - ii. No alcoholic beverages.
    - iii. No drugs.
    - iv. Where food or beverages are permitted, their use is restricted to the room(s) approved.
    - v. No food or beverages in the Sanctuary or Chapel.
    - vi. No use of the Church organ except by permission of the Director of Music.
    - vii. The Church telephones are for emergency use only by outside groups.
    - viii. Access to building internet is restricted to the user(s) inside the building. No illegal actions or activities not aligning with the mission of First Christian Church should be performed on the services provided.
    - ix. The Church telephone numbers are not to be listed for inquiries about events sponsored by outside groups.
    - x. Do not adjust the thermostats without permission of the office staff.
    - xi. Do not attach or fasten anything to walls, doors, or Fellowship Hall partitions that will leave marks or cause permanent damage.
    - xii. If the partitions in Fellowship Hall are moved, return them to their original configuration after the event.
    - xiii. Use only dry erase markers on whiteboards.
    - xiv. No additions or changes to the Sanctuary Audio/Visual system should be made without approval of the Minister, Property Committee Chairperson, or Tech and Media Specialist.
    - xv. If Audio/Visual Equipment is needed, an additional fee may occur to cover the cost of any technician(s) needed.
    - xvi. Church equipment is not loaned outside the Church facility and grounds.
    - xvii. The kitchen is generally not available for outside group meal preparation. The Facilities Use Request Form should state if food and/or refreshments will be served.

- xviii. Do not move furniture in the Sanctuary chancel area or the Chapel.
- xix. The facility users shall provide all decorations and remove them after the event.
- xx. Requests for exemptions or waivers to any of these rules/restrictions should be made in writing and submitted to the Property Committee.

15. FAILURE TO ABIDE BY THE CHURCH RULES, RESTRICTIONS AND AGREEMENTS WILL JEOPARDIZE FURTHER USE OF THE FACILITIES.

16. This agreement may be canceled unilaterally by either party with 7 days written notice to the other party unless otherwise stated.

- a. Failure to implement appropriate screening and supervision procedures to protect children, youth, and vulnerable adults attending the user's function at the above described facilities will result in an immediate termination of this agreement.

17. 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 option of the Owner.

18. This document contains the entire agreement of the parties and supersedes all prior written or oral agreements relating to the subject matter.

Dated on this \_\_\_\_\_ day of \_\_\_\_\_.

*Day                      Month                      Year*

**OWNER**

**USER**

\_\_\_\_\_  
*Signer's Name*

\_\_\_\_\_  
*Signer's Name*

\_\_\_\_\_  
*Position with Owner (title)*

\_\_\_\_\_  
*Position with User (title)*