

1. General Policy

- a. Eastminster Presbyterian Church makes its facilities available to groups and events as part of our ministry of outreach to the community. Individuals and organizations that contribute to the community and whose views and practices are consistent with Christian principles, the views of the Presbyterian Church (USA) and Eastminster's mission, vision and values may be permitted to use the church facilities.
- b. Use of church facilities by non-church individuals and groups will be subject to the needs of Eastminster's programs and ministries, including weddings, funerals, memorial services and receptions.
- c. Eastminster assumes no liability for personal injuries resulting from use of any church facility or equipment.
- d. In general, not-for-profit groups and events may use church facilities. Fund-raising events for not-for-profit groups, may be permitted. Any for-profit user requests require the specific approval of the session prior to scheduling, with attention to avoid placing the tax-exempt status of the church in jeopardy.
- e. Alcoholic beverages, non-prescription drugs and firearms are prohibited from church property at all times. Smoking is prohibited everywhere in the church building and within 15 feet from the building. The user is responsible for collecting all cigarette butts.
- f. Sexual misconduct, including but not limited to child sexual abuse, sexual abuse of another person, sexual harassment and production or distribution of pornography is prohibited by this church and will not be condoned or tolerated.
- g. This policy should be reviewed at least every five years by session and its appropriate committee(s).

2. Facilities & Equipment

- a. The church offices of pastor, Christian education director and office administrator may not be used by non-church individuals or groups.
- b. Each user group/individual is responsible to set up, take down and clean the facilities which they use. This may include replacing furniture to its normal location, cleaning the kitchen and kitchen equipment, washing and putting away dishes, sweeping floors, and taking out trash and recycling.
- c. Each user will be held accountable for any loss or damage to church facilities and equipment during periods when they are using the facilities.
- d. Classrooms, pianos and the organ may be used only by specific permission.

3. Scheduling

- a. Requests for use of church facilities will be made through the office administrator by completing a Building Use Agreement. The office administrator will verify that the date(s) and time(s) of the proposed use do not conflict with church programs or other previously scheduled uses.
- b. The pastor will review the building use agreement form. (S)he may either approve the request immediately or refer it to session for final consideration.
- c. Upon approval or denial, the office administrator will notify the requesting party and, if approved, make further arrangements.
- d. The office administrator will issue keys as needed and instruct groups in accessing the approved facilities. No keys or alarm codes will be issued for the offices or selected classrooms.

4. Fees

- a. It is the general policy of the church to provide use of its facilities at no charge to members and to non-profit groups/individuals. Any donations made for use of church facilities will be credited to the unallocated income account.
- b. The exception to this no fee policy is for non-member weddings, funerals, visitations and receptions. A printed fee schedule is available for these events.
- c. If the church incurs direct costs as a result of non-church use of facilities, e.g., additional custodial services, those costs may be passed on to the user at the discretion of the pastor or session.
- d. The church may request reimbursement from a user to compensate the church for any damages to property or equipment sustained while the group/individual was using the facilities.

Building Use Agreement

Eastminster Presbyterian Church

1315 Abbot Road, East Lansing, MI 48823
www.eastminsterchurch.org

517-337-0893

Building User

Group name _____

Individual contact name _____

Address _____

Phone _____ Email _____

Use/Event Information

Date(s)/frequency of use _____

Event/program description _____

Room(s) requested _____

Special needs/comments _____

Eastminster Presbyterian Church makes its church facilities available to groups and events as part of our ministry of outreach to the community. We request that persons using the church respect the facility, the equipment, and the people of the congregation. The following regulations and guidelines have been established to help insure a satisfactory relationship between the church and your group or program.

WHEREAS, Eastminster Presbyterian Church agrees to let the above-named User use the above -described premises for the above-described purpose provided that the following terms and conditions are agreed to and met, **IT IS THEREFORE AGREED BY AND BETWEEN THE PARTIES:**

1. User agrees and understands that **church events and programs take priority** over outside group meetings or events. From time to time, this may require adjustment or cancellation of the User's event or activities, or accommodating the User in another room or part of the church facility.
2. User understands that **there may be a charge** for use of the church facilities, pursuant to the attached schedule. Donations to help defray building operation costs are always welcome and gratefully accepted.
3. 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.
4. User agrees to **use only the facilities and rooms agreed to** as per this form and to not take any item or materials from the area that does not belong to the User.
5. 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. Tables and chairs will be returned to their original positions.
6. **Smoking is prohibited** inside the building and within 15' of the building entrances. **Alcohol or illegal drug consumption is prohibited** in the building and anywhere on the church property.
7. 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.
8. User will be **responsible to the church for any and all damages** to the church's property, arising during

or out of their use.

9. User **warrants that it does not carry liability insurance** with a minimum liability occurrence limit of \$1,000,000. If the User does carry liability insurance, the User will provide a certificate of insurance to Eastminster 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 Eastminster Presbyterian Church an "additional insured" on User's policy with respect to the use by User of the above-described premises.
10. User agrees to **hold harmless, indemnify and defend Eastminster** (including Eastminster's agents, employees, 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 above described premises, its entrances and exits, and surrounding areas, for the Users purposes, regardless of whether such injury or damage results from the negligence of the Eastminster (including Eastminster's agents, employees and representatives) or otherwise.
11. User agrees to **implement appropriate risk management practices** to prevent the spread of communicable disease/illness among its participants while in the facility, including but not limited to wearing masks, maintaining social distancing, and sanitizing heavily used surfaces before and after use. Eastminster cannot eliminate the risk of exposure to communicable disease/illness, and by using the facility the outside group is assuming risk.
12. User agrees to **abide by any rules or regulations for the use of the premises** that are contained in this Agreement or attached to this Agreement. Failure to follow these regulations may result in the User not being allowed to continue at the church facility.
13. Eastminster and User agree that any disputes arising under this agreement will be resolved via a mutually acceptable **alternative dispute resolution process**. If Eastminster and User cannot mutually agree upon such a process, the dispute will be submitted to a three-member arbitration panel of the American Arbitration Association for final resolution.
14. This agreement **may be canceled unilaterally by either party with 14 days** written notice to the other party.
15. 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 Eastminster.
16. User agrees to **comply with Eastminster's sexual misconduct policy** (www.eastminsterchurch.org).
17. User agrees to **return key(s) issued**, with a fee to be charged for any keys that are not returned.

Agreement

I/We have read the above Agreement and agree to abide by it in the use of church facilities.

Eastminster Presbyterian Church

by: _____

Signed _____

Date _____

User:

by: _____

Signed _____

Date _____