

# **FACILITY USE AGREEMENT**

#### CHURCH FACILITIES RULES AND REGULATIONS

The applicant, the organization and each of its officers shall be responsible for the enforcement of, and compliance with these rules and regulations.

# **Purpose Statement**

The church's facilities were provided through God's benevolence and by the sacrificial generosity of church members. The church desires that its facilities be used for the fellowship of the Body of Christ and to bring God glory. Although the facilities are not generally open to the public, we make our facilities available to approved non-members as a witness to our faith, in a spirit of Christian charity, and as a means of demonstrating the Gospel of Jesus Christ in practice.

But facility use will not be permitted to persons or groups holding, advancing, or advocating beliefs or practices that conflict with the church's faith or moral teachings, which are summarized in, among other places, the church's Confession of Faith, constitution and bylaws. Nor may church facilities be used for activities that contradict, or are deemed inconsistent with, the church's faith or moral teachings. The Senior Pastor, or his official designee, is the final decision-maker concerning use of church facilities.

This restricted facility use policy is necessary for two important reasons. First, the church may not in good conscience materially cooperate in activities or beliefs that are contrary to its faith. Allowing its facilities to be used for purposes that contradict the church's beliefs would be material cooperation with that activity, and would be a grave violation of the church's faith and religious practice. (2 Cor 6:14; 1 Thess 5:22.)

Second, it is very important that the church present a consistent message to the community, and that the church staff and members conscientiously maintain that message as part of their witness to the Gospel of Jesus Christ. Allowing facilities to be used by groups or persons who express beliefs or engage in practices contrary to the church's faith would have a negative impact on the message that the church strives to promote. It could also cause confusion within the community, because they may reasonably perceive that by allowing use of our facilities, the church agrees with the beliefs or practices of the persons or groups using its facilities.

Therefore, in no event shall persons or groups who hold, advance, or advocate beliefs, or advance, advocate, or engage in practices that contradict the church's faith use any church facility. Nor may church facilities be used in any way that contradicts the church's faith. This policy applies to all church facilities, regardless of whether the facilities are connected to the church's sanctuary, because the church sees all of its property as holy and set apart to worship God. (Col 3:17.)

#### APPROVED USERS AND PRIORITY OF USE

The official designee must approve all uses of church facilities. Generally, priority shall be given to church members, their immediate families, and organized groups that are part of the ministry, organization, or sponsored activities of the church. Church facilities and equipment will be made available to non-members or outside groups meeting the following qualifications:

- 1. Groups or persons requesting facility use must affirm that their beliefs and practices and planned uses of the facilities are consistent with the church's faith and practice.
- 2. The group or person seeking facility use must be willing to take responsibility for the facilities and equipment used and must agree to abide by the church's rules of conduct for facility use, as stated below and as described in any additional instructions by church staff.
- 3. In regards to hosting weddings at LifePoint, please see details at <a href="lifepointchurch.org/marriages">lifepointchurch.org/marriages</a>



## PRIOR TO FACILITY USE:

- 1. Arrangements must be secured at least 3 weeks in advance. Requests for use must be in writing using the online <u>Facilities Request Form</u> provided by LifePoint Church.
- 2. The church facilities will be made available for use to groups outside the church, however, these groups are to understand that change in church schedules may cause previous arrangements for the use of facilities to be rescheduled or canceled. Notification will be made in advance should this occur. Use of the facilities must not interfere with Church activity and special arrangements must be made if the church facilities are used on Saturday after it has been cleaned and set up for Sunday Worship Gatherings.
- 3. Any fee payment is due one week prior to the event. The organization or individual is responsible for the cost of cleanup associated with the event. Cost of custodial services and cleanup will be added to the use agreement if needed.
- 4. Normally, a Certificate of Insurance naming LifePoint Church as co-insured and/or additional insured for the rental date must be on file with LifePoint Church. Liability Insurance must be in the amount of \$1,000,000.00. Please contact the LifePoint Church office with any questions.
- 5. Use of LifePoint Church-owned Equipment must be approved in advance on the Facility Request Form and any appropriate instruction must be sought prior to day of usage.
- 6. Expected media coverage must be submitted to and approved by LifePoint Church in advance of the usage.
- 7. Arrangements for entertainment or music must be approved by LifePoint Church.
- 8. Use of kitchen and/or appliances must be pre-approved on Facility Request Form and any appropriate instruction must be sought prior to day of usage.
- 9. Arrangements for special set up and/or decorations must be pre-approved by LifePoint Church.
- 10. All food and non-food items stored in the kitchen and/or refrigerator and freezer



must be clearly marked with an event or a name and removed immediately after the event.

11. The name of the Church shall not be used as an endorsement of an event.

## **DURING USAGE:**

- 12. Usage is restricted to the specific facilities approved on the Facilities Request Form and Facility Use Agreement.
- 13. Children and youth and all attendees must be supervised at all times by an adult representative of the Renter.
- 14. Removing or moving of LifePoint Church-owned equipment/supplies/items may only be done with prior permission. Use of LifePoint Church-owned equipment/supplies must be returned to the proper place and in clean condition.
- 15. Users must report, and pay for, any equipment or property damage.
- 16. There shall be no smoking inside any of the facilities and the use of any alcoholic beverages and/or illegal drugs of any kind are prohibited anywhere on the premises. Abusive or foul language and violent behavior are strictly prohibited on church premises. Any person exhibiting such behavior will be required to leave the premises.
- 17. No tape, pushpins, tacks, staples or other fasteners are allowed on any walls, doors, seats or other building surface without pre-approval.
- 18. When events involve food, please take all trash and recycling to the appropriate outside container. Please also take all leftover food with you.
- 19. Kitchen/Café must be left in clean condition with all used items properly washed, wiped, and/or put away.
- 20. Any personal or group property left on the church premises shall be at renters risk and only with prior permission.
- 21. Any consumables such as cups, snacks, napkins, etc. must be provided by the Renter. LifePoint Church will not supply these items.



## ADDITIONAL INFORMATION:

- 22. A facility use agreement with a particular group or individual may not be reassigned or transferred to any other user.
- 23. LifePoint Church reserves the right in its sole discretion to refuse facility use.
- 24. LifePoint Church may rescind or modify any part of the Facility Use Agreement at any time.
- 24. No hazardous, unsafe or illegal materials and/or activity is permitted on the premises.
- 26. LifePoint Church reserves the right to require private security to be hired by those requesting use of the facility.
- 27. All persons and groups must sign the Facility Use Agreement and the Facility Request form prior to reservation of church facilities.
- 28. LifePoint Church reserves the right to terminate the reservation if there is a discrepancy between the actual event and the description of the event provided by the Applicant in this agreement such that the actual event materially contravenes those Confessions of Faith, in which case LifePoint Church shall repay in full any deposit paid by the Applicant without further liability of either party.
- 29. Cancellation- LifePoint Church will refund payment in full for any event which is canceled, provided that at least 72 hours advance notice is given to LifePoint Church of the cancellation. In the event that it is not given 72 hours advance notice of cancellation, LifePoint Church may charge a fee of up to 1/2 of the total event fee as liquidated costs for the cancellation.
- 30. Operation of Sound and Visual Media Equipment- Only LifePoint Church trained Audio/Video technicians shall be allowed to set up, operate and take down Audio/Video equipment anywhere in the building unless otherwise arranged. Applicants who are using and operating LifePoint owned Audio/Visual equipment shall comply in all respects with the operational guidelines provided by LifePoint Church.



- 31. Waiver of Liability- Excepting an event of misconduct or gross negligence by LifePoint Church or its agents, the Applicant covenants that it will not hold LifePoint Church, its board or its employees responsible for any medical or personal injury, or any other loss or damage and hereby waives any claim against LifePoint Church. The Applicant acknowledges its responsibility to take the necessary steps for insuring against personal injury, loss, property damage, or any other loss of damage that might be incurred by it or the people at the Facility during the event.
- 32. Indemnity- The Applicant hereby agrees to indemnify and hold harmless LifePoint Church, its officers, agents and employees, of and from all demands, claims, suits, actions or liabilities resulting from injuries or death to any person or from any property damage occurring during the rental term arising by reason of any breach, violation or non- performance under this agreement by the Applicant, its directors, agents, or employees. LifePoint Church hereby agrees to indemnify and hold harmless the Applicant, its officers, directors, agents and employees, of and from all demands, claims, suits, actions or liabilities resulting from injuries or death to any person or from any property damage occurring during the rental term arising by reason of any breach, violation or non-performance under this agreement by LifePoint church, its officers, agents or employees.
- 33. Authorization for Treatment- In the event of injury or illness, the Applicant authorizes LifePoint Church personnel, staff or designates to seek and obtain such emergency or medical services for people as may be deemed necessary at the time.
- 34. Binding Effect- This document shall constitute the sole and entire agreement between the parties and is intended to create legal obligation. The undersigned hereby warrants that it has authority to bind the Applicant as per the Terms and Conditions hereof. This document shall not be of any effect unless signed by both parties.



## I AFFIRM THAT:

- 1. I understand that the church does not allow its facilities to be used in a way that contradicts its faith or by persons or groups holding beliefs that contradict the church's faith. See Appendix A: Confession of Faith.
- 2. To the best of my knowledge the purpose for which I am requesting use of church facilities will not contradict the church's faith, and I commit to promptly disclose any potential conflict of which I am aware or become aware to church staff.
- 3. I am not aware of any beliefs that are professed by me or the organization I represent and which are requesting use of the church's facilities that contradict the beliefs of the church. I agree to promptly disclose any potential conflicts in belief to church staff.
- 4. I understand that the church does not allow its facilities to be generally available to the public, and that my use of these facilities is subject to the church's approval, which is conditioned in part on my agreement to the requirements in the Facility Use Agreement Church Facilities Rules and Regulations, a copy of which I have read and understood.

I have read and understand the Facility Use Agreement - Church Facilities Rules and Regulations and agree to affirm and abide by all said rules and regulations.

I declare that I am an authorized representative of the authorized requesting organization.

Responsible Party Name & Organization	Responsible Party Signature
Requesting Date of Event	

