

## **Buffalo Presbyterian Church**

### ***Building Use Policy***

#### **Introduction**

Buffalo Presbyterian Church recognizes its facility to be a ministry resource which can be made available to others. Community and congregation members may reserve a rental use of our facility for events and activities that:

- \* are consistent with our mission and values
- \* do not inhibit our primary ministries
- \* are appropriately supervised
- \* do not create an excessive expense, disorder, or risk

Individuals or community groups do not need to be related to the congregation through membership in order to make such a rental request. And the members of Buffalo Presbyterian Church will seek to be present and available as you are hosted in our church building.

We do charge for uses not directly associated with Buffalo Presbyterian Church ministries, because the use of a building involves expenses such as electricity, heat/air conditioning, and general depreciation of the building. Scheduling and preparation for events also involves staff time and attention.

We also require a Deposit/Custodial Deposit that will be returned when the terms of our agreement have been fully met (related to clean up, trash, and damage). Members who use our facilities may do their own custodial work (related to set up and clean up) or secure janitorial services per the rate schedule. Buffalo Presbyterian Church reserves the right to require a paid Buffalo Presbyterian Church Building Supervisor be secured for any non-congregational events.

#### **Making a Building Reservation**

Please read through the entire Buffalo Presbyterian Church *Building Use Policy* before completing your Facility Use Agreement. Then, complete and return your Facility Use Agreement to the administrative assistant with the appropriate deposit.

Upon receipt, your event will be reserved on our church calendar and the office manager will mail or email you a statement indicating the total charges. Full amount due must be paid at least two weeks prior to the event. Damage deposit will be returned when all conditions of the Agreement have been met.

## **Use of Buffalo Presbyterian Church Building and Grounds**

Under the terms of a Facility Use Agreement, the following rules apply to the use of Buffalo Presbyterian Church facilities. The contact person for the reserving group is responsible for communicating these rules and insuring compliance.

1. Agreement will be issued only for the dates, hours, area and equipment specified. Agreement holders shall not transfer or sublet the Agreement to another organization.
2. All activities must be under adult supervision with the organization using the facilities assuming full responsibility for appropriate use of the building. The Group supervisor must be present for duration of building use.
3. Groups will provide supervision of the entrance area of the building for their activities until the event has concluded and the doors are locked.
4. The use of tobacco in any form is prohibited in the Buffalo Presbyterian Church facilities.
5. Possession or consumption of \*alcoholic beverages or illegal drugs in any form, in or on Buffalo Presbyterian Church property is prohibited. On a case by case basis Session may approve the consumption of beer and/or wine in or on Buffalo Presbyterian Church property.
6. Disorderly conduct is prohibited in the building or on the grounds. In such cases and upon request by a Church official, individuals or groups must immediately leave the premises.
7. Food and drink must be kept in the area designated on the Agreement. Food and drink are not allowed in the sanctuary.
8. If the building is not vacated by the time indicated on the reservation, Buffalo Presbyterian Church reserves the right to make additional charges.
9. All local and State and ordinances and laws pertaining to public assemblies must be observed.
10. Rooms and areas used must be left in a clean and orderly condition. Charges will be assessed depending on the extent of additional clean up required.
11. The Session of Buffalo Presbyterian Church authorizes its Pastor, Clerk of Session, or Office Manager to act in any case not covered by the rules and regulations or to make exceptions to the rules, regulations, and fees as deemed necessary.

Approved by Buffalo Presbyterian Church Session on September 18, 2018

12. Members who are interested in borrowing items from our church (i.e. kitchen or miscellaneous supplies, tables, chairs etc.) need to contact our Office Manager to confirm availability of desired items. The Office Manager will have the check-out/check-in sheet in the office.

13. Non-members who are interested in using the piano or organ need to contact the office administrative assistant. They will then be contacted by a member of our music and worship committee.

14. The Session of Buffalo Presbyterian Church authorizes its Pastor, Clerk of Session or Office manager to summarily cancel an Agreement if in his or her judgment continuation would be potentially harmful or dangerous.

15. Violation of any of the above rules will be cause for termination of the Agreement and removal of person/s from Buffalo Presbyterian Church premises. In such an event, fees received by Buffalo Presbyterian Church may be retained at its discretion.

**Responsibility:**

1. Liability: Application for a Buffalo Presbyterian Church facility use Agreement shall constitute acceptance by the applicant of the responsibilities stated and the willingness to comply with all rules and regulations regarding the use of Buffalo Presbyterian Church facilities \*as prescribed by the Church Session. The applicant must exercise care in the use of Buffalo Presbyterian Church premises and agrees to protect, indemnify, and hold harmless Buffalo Presbyterian Church and it's \*officers agents, assigns and employees from any and all claims, liabilities, damages, or rights of action directly or indirectly growing out of the use of the premises covered by the Agreement.

2. In the event of damage to Buffalo Presbyterian Church property, the applicant shall accept responsibility for such damages and shall pay all repair costs.

3. A certificate of liability insurance may be required naming the Buffalo Presbyterian Church as additional named insured. Buffalo Presbyterian Church Session, Clerk of Session or Office Manager may request this certificate of insurance.

4. No endorsement implied: Authorization for use of Buffalo Presbyterian Church facilities is not considered an endorsement of the activity, group or organization nor the purposes they represent.

5. Publicity: When an organization is granted use of the Buffalo Presbyterian Church facility, and when publicity of the meeting is publicized, the organization must identify itself, the name of the official representative and their contact information in all publicity.

**Cancellation of Facility Agreement:**

1. The applicant shall notify the Buffalo Presbyterian Church Office Manager of any cancellation at least three (3) business days prior to the scheduled use. In case of failure to do so, Buffalo Presbyterian Church may invoice for expenses incurred in preparation for use or loss of opportunity to use the facilities requested.

2. An approved Agreement shall not be considered by the applicant as a lease.

3. Facility Agreements may be cancelled by Buffalo Presbyterian Church, \*with or without cause, as described herein and including for the following reasons:

- a. Inadequate group supervision as determined by the authorized Buffalo Presbyterian Church Building Supervisor, representative, or Office Manager.
- b. Misuse of equipment or facilities.
- c. Group conduct of an inappropriate or unacceptable nature as determined by the authorized Buffalo Presbyterian Church Building Supervisor, representative, or Office Manager.

In the event of such cancellation or revocation, there shall be no claim or right to damages or compensation on account of any loss, damage, or expense whatsoever.

4. This Agreement is intended to constitute a valid and enforceable legal instrument and no provisions of this agreement that may be deemed unenforceable shall in any way invalidate any other part of the provision or any other provision hereof, all which shall remain in full force and effect.

I have read this Agreement in its entirety and agree to its terms:

By: \_\_\_\_\_ By: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

If you have questions about the Building Use Policy, Church Facility Use Agreement or Building Use Fees, please contact our Office Manager at 763-682-2773.