**Church Name**

**FACILITY USAGE POLICY**

**Statement of Purpose**

Church's Name’s (hereby known as “the Church”) 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 always to God’s glory. [Although the facilities are not generally open to the public, we make our facilities available to approved non-member persons and groups 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.]

However, facility use will not be permitted to persons or groups holding, advancing, or advocating beliefs, or advancing, advocating, or engaging in practices that conflict with the Church’s faith or teachings. The Church’s faith and moral teachings are established and grounded in the Bible and are summarized in, among other places, the Church’s bylaws and Statement of Belief. (Attached) Facilities may not be used for activities that contradict, or are deemed by the elders as inconsistent with, or contrary to the Church’s faith or moral teachings founded upon the teachings in the Bible. The elders are the final decision-makers on whether a person or group is allowed to use 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 (See 2 Corinthians 6:14; 1 Thessalonians 5:22).

Second, it is very important to the Church that it presents a consistent message to the community, which the Church’s staff and members conscientiously maintain as part of their witness to the Gospel of Jesus Christ. To allow facilities to be used by groups or persons who express beliefs or engage in practices contrary to the Church’s faith would have a severe negative impact on the message that the Church strives to promote. It could also be a source of confusion and scandal to church members and the community because they may reasonably perceive that by allowing use of our facilities, the Church is in agreement with the beliefs or practices of the persons or groups using church 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 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 (See Colossians 3:17).

**Approved Users and Priority of Use**

The elders or their designated representative must approve all uses of church facilities. Priority shall generally be given to members of the Church, their relatives, 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, and moral teachings.
2. The group or persons seeking facility use must submit a signed “Facility Reservation Request and Agreement” form.
3. The group or persons seeking facility use must take responsibility for the facilities and equipment used and must agree to abide by the guidelines set forth below in this document or otherwise instructed in writing by the elders or their designated representative.

**Facility Use Hours**

Facilities are available between the hours of \_\_\_\_\_\_\_\_\_ a.m. and \_\_\_\_\_\_\_\_\_ p.m. Use outside these hours is a violation of this Policy unless it has been approved by the elders or their designated representative.

**Scheduling Events**

Requests for facility use may be made to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [e.g., elders, secretary, facilities use coordinator, etc.], by submitting the “Facility Reservation Request and Agreement” form. The event will be reserved and placed on the church calendar only when the elders or their designated representative approves the use.

**Fees**

Use of the Church’s facilities is subject to a use and maintenance fee of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to pay for the upkeep of church facilities. Church members shall not be required to pay a fee for usage because maintenance of the facilities will be derived from member tithes and offerings.

[Whether a church charges a fee for facility use is up to its discretion. But not charging a fee or charging below-market rates helps churches avoid being considered a public accommodation under local or state law. Public accommodations are generally subject to a variety of laws, including laws regarding non-discrimination. Because there is more risk of being considered a public accommodation when a church charges market rates for facility use, we advise either charging no fee (except for perhaps a cleaning or other incidental fee) or charging a below-market fee. In any event, the church may also wish to require a refundable security deposit to pay for any damages to the facilities].

**Facility Use Guidelines**

**[THESE AND OTHER OPTIONAL POLICIES TO BE DETERMINED BY THE CHURCH]**

1. Alcohol Policy: No alcohol may be served or consumed in church facilities or on Church property.
2. Alcohol Policy: No alcohol may be served in church facilities. [Note: If a church allows alcohol, it should be aware that it is opening itself to additional liability, especially involving claims that could arise on the premises or from intoxicated drivers afterward. Banning alcohol is also more consistent with the limited-use policy of the church. But if alcohol is allowed in a banquet hall or other facilities, the church should note that serving alcohol to minors is prohibited, and that the group using the facilities must not allow open and unsupervised serving of alcohol at events in which minors are present.]
3. Smoking Policy: [e.g., smoking in any indoor church facilities is prohibited.]
4. Marriage and Celebrations Policy: All wedding ceremonies must be between a scripturally qualified man and woman, and any second marriage ceremony must have scriptural grounds consistent with Matthew 19:9. The elders or their designated representative reserves the right to refuse approval of facilities for the use of non-scripturally qualified ceremony. Same-sex and/or Lesbian, Gay, Bisexual, Transgender, Queer, Questioning, Intersex, or Ally events, including but not limited to ceremonies, receptions, celebrations, and other similar gatherings are prohibited.
5. Groups are restricted to only those areas of the facility that the group has reserved.
6. Food and beverages in classrooms, worship space…. [e.g., not allowed, not allowed without lid, restricted to certain areas, etc.]
7. Church equipment, such as tables and chairs, must be returned to original placement, unless arranged otherwise prior to the event.
8. All lights must be turned off and doors locked upon departure.
9. Clean-up [address whether it is the responsibility of the group using the facility, and if so, what constitutes satisfactory clean-up. The church may also wish to include a clean-up fee].
10. Abusive or foul language, violent behavior, and drug or alcohol abuse are strictly prohibited while using church facilities. Any person exhibiting such behavior will be required to leave the premise.
11. Any person or group must sign the “Church Facility Reservation Request and Agreement” form prior to reservation of church facilities.

**Insurance**

[This section will likely depend on insurance coverage for the church facility. It may be unnecessary, however depending on the type of event; the church may want to require the reserving party to obtain additional umbrella coverage]

For all non-church-sponsored events, the group or person using the facilities must obtain liability insurance coverage in the amount of at least $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The user must also sign a “Facility Use and an Indemnity and Hold Harmless Agreement.” (Attached)

**Church Name**

**Facility Reservation Request and Agreement**

**Contact Information**

Name of person or organization requesting use of facilities:

Please state whether you are a:

☐ Church Member
☐ Church-Sponsored Ministry
☐ Non-Member
☐ Non-Member Group/Organization

Address:

Phone Number:

Email Address:

**Organization Information**

If the requested use is by an organization not affiliated with the church, please briefly state the organization’s purpose and mission:

Please list the organization’s website, if any:

Please list the names of the organization’s office-holders and leaders:

**Event Information**

Please select which church facilities you are requesting use of and the purpose for which you intend to use the facilities:

☐ Sanctuary

☐ Fellowship Hall

☐ Sunday School Classroom

☐ Nursery

☐ Meeting Rooms

☐ Other: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Please describe the purpose for which you intend to use the facilities: [Might be best to actually list specific purposes and also include an “other” box]

 ☐ Wedding

 ☐ Reception

 ☐ Charity

 ☐ Bible Study

 ☐ Breakfast/Lunch/Dinner

 ☐ Meeting

 ☐ Other: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

What date(s) and time(s) are you requesting to use the facilities:

**Wedding Information** *(if applicable)*

If you are requesting use of the Church’s facilities for a wedding and/or wedding reception, please list the names and contact information of the bride and groom:

Bride: Name

 Address

 Phone

 Email

Groom: Name

 Address

 Phone

 Email

Please list the name, contact information, and religious affiliation of the person officiating the wedding:

 Name

 Religious Affiliation

 Address

 Phone

 Email

Please describe the marriage preparation counseling or training undertaken by the bride and groom:

**Affirmation & Acknowledgement of Facility Use**

I affirm that (initial beside each numbered paragraph):

1. I understand that the Church does not allow its facilities to be used in any way that contradicts its faith or moral teachings or by persons or groups holding beliefs that contradict the Church’s 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 for which I am aware or become aware to the elders or their designated representative over facility usage.
3. I am not aware of any beliefs that are professed by me or the organization I represent and which is 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 the elders or their designated representative over facility usage.
4. I understand that upon approval of my facilities use request, I will need to provide a security deposit in the amount of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_, [a certificate of insurance for at least $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of coverage,] and any other fees required by the Church.
5. I understand that the Church does not allow its facilities to be generally available to the public.
6. I understand that my use of these facilities is subject to the elders’ approval and is conditioned in part on my agreement to the requirements in the “Faculty Use Guidelines” contained in the Facility Usage Policy which I have read and understood.
7. I understand that I will be responsible for any damages to the church facilities resulting from this proposed use of facilities.
8. I understand that the Church believes disputes are to be worked out between parties without recourse to the courts (See generally, Matthew Chapter 18 and 1 Corinthians Chapter 6). Accordingly, any claim or dispute arising from or related to this agreement shall be settled by mediation and, if necessary, legally binding arbitration in accordance with the Rules of Procedure for Christian Conciliation of the Institute for Christian Conciliation, a division of Peacemaker® Ministries. Judgment upon an arbitration decision may be entered in any court otherwise having jurisdiction. The parties understand that these methods shall be the sole remedy for any controversy or claim arising out of this agreement and expressly waive their right to file a lawsuit in any civil court against one another for such disputes, except to enforce an arbitration decision.

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Signature Date

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Printed Name